JCCAC Handicraft Fair General Terms and Conditions

General Information about "JCCAC Handicraft Fair" :

Date and time: 20 and 21 June 2015 (Weekend), from 1 to 7pm

Venue: Central Courtyard, Galleries, Jockey Club Black Box Theatre and/or other suitable spaces in Jockey Club Creative Arts Centre (JCCAC).

Event Objectives :

- 1. The JCCAC Handicraft Fair (the "Fair") organised by JCCAC (the "Organiser") is more than a sales opportunity for participating artisans ("Participants") and an interactive platform for synergy between them, which allows Participants to sell their works, understand the market and find inspiration for their creativity;
- 2. The Fair provides an opportunity for the public to meet handcraft artisans and appreciate their passion and effort, thus helping to support the development of local creativity;
- 3. The Fair allows people to connect, share ideas, find common values and build solidarity, thus sowing the seeds for the growth of a civilized society with unique spirit and local identity; and
- 4. The Fair provides a platform to the public to participate and support local art and cultural programmes.

Type of Stall & Participation Fee :

- 4. Applications are welcome from individual artisans or artisan groups. The Fair takes place over 2 consecutive days and offers 2 types of stalls:
 - 4.1 Whole Stall: <u>HK\$600;</u> or
 - 4.2 Half Stall: <u>HK\$300</u>.

Participant's Responsibility and Commitment :

- 5. Since the number of stalls available is limited, each applicant (whether as individual or group Independent Applicant or as the Main Applicant of a Joint Application) may submit only one application. Submission of multiple applications may be viewed as dishonesty and affect the Participant's participation at this Fair and any future application.
- 6. Applications for selling food and drink are not accepted. Goods allowed to be sold at the Fair are mainly original (i.e. the Participant's own brand design and/or production) and hand crafted works/products; their style, quality and nature (and for Joint Application, the ratio of works/products between the collaborating parties) must be consistent with the information provided in the application form. Failure to do so may be construed as dishonesty and affect the Participant's participation at this Fair and any future application.
- 7. Should any infringement of copyright by any work/product sold at the Fair be discovered, the Organiser reserves the right to report it to the Hong Kong Customs and Excise Department without prior notice. All legal responsibilities, damages and loss arising out of such copyright infringement will be borne entirely by the relevant Participant.
- 8. The following applies to Joint Application: The Main Applicant must assume full responsibility for the application and no proxy is allowed. In principle, the Main Applicant's works/products must account for the majority (i.e. at least 50%, or above). Information about all the collaborating parties, and the ratio of works/products between them, must be provided in the application form together with reference photographs.
- 9. Due to the limited number of stalls available, if there are many applications of similar quality and style, the Organiser may possibly include drawing lots in the selection process for some of the stalls.
- 10. The Applicant must assume full responsibility for furnishing adequate and accurate information in the application, notwithstanding that the Organiser (to aid its consideration of the application) reserves the right to request further information about the works/products from the Applicant. A Working Group formed by the Organiser will select Participants based on considerations including but not limited to:
 - 10.1 The general nature, design, use of material, style and quality of the works/products;
 - 10.2 The originality and customer appeal of the works/products; and
 - 10.3 The direction and mix as decided by the Organiser.
- 11. A quota of not less than 10% is reserved in each Fair for first-time applicants and applicants who have not participated in the Fair in the past year.
- 12. The Organiser reserves the right to terminate the Participant's participation and immediately expel the Participant from the JCCAC premises with no refund of participation fee or any compensation, if in the Organiser's view the Participant's behaviour or action, or the works/products being sold, or the manner that they are being sold, should potentially:
 - 12.1 Infringe this "General Terms and Conditions", or be inconsistent with the Centre's objectives and/or the Event Objectives above; or
 - 12.2 Be illegal, fraudulent or infringe copyrights; or
 - 12.3 Be dangerous, offensive, indecent or disturbing.
- 13. The Organiser has full discretion and final decision on the acceptance/approval or otherwise of any application, and no explanation or comment will be given by the Organiser on the application result of any individual case.

Venue & Stall Facilities :

P.1

- 14. For any successful applicant applying for a Whole Stall, one table (approximately 6 ft x 2 ft) and 2 chairs will be provided. For any successful applicant applying for a Half Stall, half a table (approximately 3 ft x 2 ft) and 1 chair will be provided; please note that the other half of the table will be used by another Participant assigned by the Organiser. The table, chairs and all borrowed items must be returned to the Organiser in good condition at the end of the Fair, failing which the Organiser may demand compensation from the Participant for loss or damage.
- 15. The Organiser reserves the right to match Half Stall Participants and to assign the stall location of any Participant, including but not limited to possibly zoning by product type. The following apply to successful applicants participating in the Fair:
 - 15.1 The Participant may bring along no more than one extra chair and decorate the stall with tablecloth, tabletop display rack, etc., but such items must only take up the space within the assigned stall area. Request for special assistance (e.g. power supply) or to borrow items must be specified in the "Stall Hiring Agreement" or made in writing (e.g. by email) as early as possible; the Organiser has full discretion to decide whether or not the request can be entertained.
 - 15.2 The Participant must fully attend the 2 consecutive days of the Fair, by ensuring that the stall is manned at all times by at least one authorised representative who shall be fully responsible for the operation of the stall during the Fair.
 - 15.3 In principle, the Applicant may not close the stall earlier than the Fair closing time without prior written approval from the Organiser.
 - 15.4 Overnight storage for non-valuable items is available from 7pm on the first day to 1pm on the second day of the Fair. The Organiser shall not be responsible for any loss or damage to any stored item.
 - 15.5 If the Fair is cancelled due to special circumstances such as bad weather, typhoon, etc., the participation fee is non-refundable, but the Organiser will offer the Participant to join a later Fair as compensation.

Friendly Reminder:

16. Part of the Fair may take place inside JCCAC's exhibition galleries and Jockey Club Black Box Theatre. Please be reminded that eating and drinking are not allowed in these venues for hygiene reasons, and the use of any sticky substance (eg. scotch tape, blue-tack, etc.) to put up posters or hang things up on the walls is prohibited to avoid damaging them. Also, please be aware that as the Fair hours are long, Participants may wish to arrange assistance to make possible leaving the stall to eat or rest when needed.

Application Procedures :

- 17. To apply, please carefully read through these "General Terms and Conditions" and submit application by the following methods:
 - 17.1 **Online application** (http://www.art-mate.net/?a=doc&id=10934); or

17.2 Download and complete the application form (www.jccac.org.hk) for submission **by hand or by post** (must be postmarked no later than the deadline) to: L1 Front Desk, JCCAC, 30 Pak Tin Street, Shek Kip Mei, Kowloon. (Front Desk office hours: 10am to 7:30pm daily)

- 18. Submission deadline: 4 May 2015 (Monday) 7:30pm
- 19. Late applications and applications submitted by other methods (e.g. by email or fax) will not be accepted.
- 20. Please note all submitted information (including application form, product photos and other reference materials) wild not be returned. Applicants are advised to retain own copy for record.
- 21. The Organiser will contact the Applicant via email on or before **6 May 2015 (Wednesday)** to confirm receipt of the application.
- 22. Successful Applicants will receive confirmation email from the Organiser around **14 May 2015** (**Thursday**), and be notified of instructions for participation fee payment and signing of "Stall Hiring Agreement".
- 23. Any Applicant who has not heard from the Organiser by this date may consider the application unsuccessful.

Personal Information Collection Statement

24. The personal information collected in the application form is for use by the Organiser only and will not be given access by any third party without seeking the Applicant's prior consent.

For enquiries, please contact JCCAC Programme Officer, Ms. Amy Cheng (email: amycheng@hkbu.edu.hk / tel: 2319 2173) or Ms. Milky Choi (email: milky@hkbu.edu.hk / tel: 2319 2512)

(Should there be discrepancies between the English and Chinese versions, the Chinese version should prevail.)