

## **EI Marketplace**

### **Guidelines for Application and Participation**

#### **Definitions**

1. “Organiser” refers to Entrepreneurship and Innovation Education Unit of The Education University of Hong Kong Library.
2. “Applicant” refers to individual EdUHK Student or a group of EdUHK Students applying for participating in EI Marketplace.
3. “Participant” refers to the Applicant who has been formally accepted in writing by the Organiser and has successfully paid Participation Fee and Deposit for participating in EI Marketplace.
4. “The Event” refers to EI Marketplace.
5. One “round” refers to one complete session of EI Marketplace which in general will begin and conclude within a semester.

#### **Eligibility and Requirements**

6. All EdUHK students, either part-time or full-time, are eligible to apply for participation.
7. Each applicant (whether an individual or a group) may submit one application only for each round of Event.
8. Participant(s) are required to:
  - a) attend all briefing(s) and training workshop(s) organised by the Organiser;
  - b) submit a Business Plan on or before the date specified by the Organiser;
  - c) complete an evaluation form which includes financial statement and reflection on or before the date specified by the Organiser; and
  - d) provide any other data or information as required by the Organiser for enhancement of future programmes.

Participants will be entitled to redeem their Deposits upon meeting all requirements described in this paragraph.

9. Information on goods/services (e.g. handcrafted products) must be provided in advance, and tally with the actual situation of the Event. Participants failing to do so may be disqualified by the Organiser.
10. Assignment, contracting and/or sub-letting of showcase box(es) and/or stall(s) run by the Participant(s) to any third-parties is strictly prohibited. Any Participant found to be in breach of this sub-letting prohibition will be asked to immediately remove all illegitimate third-party materials and business information. The Organiser reserves the right to claim for any losses caused

by assignment, contracting and/or sub-letting of showcase box(es) and/or stall(s) by the Participant(s) and terminate the participation of such Participant(s).

11. Applicants may propose to collaborate with external non-profit organisations (e.g. schools, NGOs, social enterprises) in running their business. Full details must be provided in the application for consideration by the Organiser. If accepted, the Participants will remain to be solely and fully responsible for discharging all responsibilities of their participation in the Event.
12. The Organiser reserves the right to reject any application base on absolute sole discretion without assigning any reasons.

### **Payment**

13. Participation Fee of \$300 (non-refundable) and Deposit of \$300 (refundable upon meeting all conditions and requirements in paragraph 8) must be paid immediately upon formal acceptance by the Organiser.
14. Request for refund will not be considered once payment is made. Redeem of Deposit must be made in accordance with all conditions and requirements specified in paragraph 8.
15. Participation Fees and Deposits will not be refunded to Participants disqualified by the Organiser or withdraw on their own accord for whatever reason.

### **Allocation of Showcase Boxes**

16. The Organiser will review and ensure that the applications are qualified according to all terms and conditions of the Event. If the number of qualified applications exceed the number of showcase boxes available, the Organiser will select applications according to criteria pre-defined by the Organiser, including but not limited to: relevancy to the aims and objectives of the Event, expected learning experience in entrepreneurship and innovation, viability of the proposed business, attractiveness, expected customer base, etc. All decisions of the Organiser shall be final and no appeal will be accepted.
17. The Organiser has the sole and absolute discretion in allotting showcase box for each accepted Participant. All decisions including showcase box location shall be final and no request for change will be entertained.

### **Showcase Boxes, Webpages and Face-to-face Selling Opportunities**

18. A dedicated showcase box of approximately 500mm(W) x 500mm(D) x 350mm(H) will be assigned to each Participant for the period and in the location designated by the Organiser for each round of the Event.
19. A dedicated webpage on EI Marketplace Website will be assigned to each Participant for uploading their products/services information.

20. Participants will be provided face-to-face opportunity/opportunities to sell their products at time period(s) and venue(s) (on-campus and/or off-campus) to be determined by the Organiser. Venue(s) and period(s) will be allocated by drawing lots if interested Participants exceed the number of places.

### **Online-Offline Operation**

21. Participants must complete arranging their products in the designated showcase box and uploading information to designated webpage at the time specified by the Organiser. All online information must be submitted to the Organiser in advance for approval and record.
22. When uploading information onto the designated webpages, participants must observe the following rules and regulations:
  - a. Any pornographic, obscene, provocative, defamatory and hate-spreading contents are strictly prohibited.
  - b. Titles, descriptions and prices of products must be clearly presented and should assist the potential customers in understanding the product.
  - c. Descriptions of the goods/services to be sold must be accurate and in compliance with the Trade Descriptions Ordinance.
  - d. Any image or content that violate any trademarks or intellectual properties is prohibited.
23. Participants are allowed to change photos and/or content in their designated showcase boxes and webpage upon seeking prior approval from the Organiser.
24. Participants shall be responsible for removing the products displayed in their showcase boxes within 10 working days after the conclusion of each cycle.
25. Participants' webpages on EI Marketplace Website will be frozen after the conclusion of each cycle.

### **Display and Merchandising Requirements**

26. Participants can only sell merchandise and services declared on their application forms unless with exemption granted by the Organiser.
27. Sale of the following items is strictly prohibited:
  - a. All food and beverage
  - b. Unlicensed, banned products or items which violate any trademarks or intellectual properties
  - c. Offensive weapons, firearms, ammunition, explosives, radioactive materials, flammable substances, obscene articles, poisons and illegal drugs and associated paraphernalia
  - d. Any form of alcohol or tobacco products
  - e. Any animals or parts of animals

- f. Any items or materials of the following nature: i) provocative; ii) defamatory; and iii) spreading hate speech
  - g. Any other items, merchandise or goods that are prohibited by laws or considered inappropriate by the Organiser
28. The Participants warrant that all merchandise to be displayed in their showcase boxes, dedicated webpages and/or stalls do not violate the laws of Hong Kong SAR. All merchandise to be sold or services to be provided must be legal in Hong Kong market and if any licences or permits are required for such marketing, selling or possession, the Participants must obtain the appropriate licences or permits. The Participants must at all times be compliant with any laws or regulations governing the marketing, sale, importation and possession of such products or provision of such services.

### **Seller's Codes of Conduct**

29. All customer and potential customer information received by Participants, such as residential and correspondence addresses, e-mail addresses, phone numbers, etc. must only be used to fulfill orders and must be deleted after the orders have been completed. Participants must not share customer and potential customer information with any third-party.
30. Participants must provide accurate information to the Organiser, customers and potential customers at all times, and proactively update relevant parties immediately when such information changes.
31. Participants must act fairly and do not misuse website and facilities provided by EI Marketplace. Examples of unfair activities include but not limited to: attempting to increase the price of a product after an order is confirmed, attempting to damage another sellers' goodwill, delaying delivery of goods after receiving payment, etc.
32. Participants may not send unsolicited or inappropriate messages to customers and potential customers by any means. All communications must be related to fulfilling the orders or providing customer services. Unsolicited marketing communications are prohibited.
33. Participants must clearly state the rights and obligations of buyers and sellers under the sales agreement on their designated webpage, such as when the offer is accepted, payment method, expected period and ways of delivery, dispute resolution, etc.

### **Termination of Right to Participate**

34. If the Organiser is of the view that behaviours or actions of particular Participants are illegal, offensive, dangerous, and/or potentially inconsistent with the Organiser's/Event's objectives, the Organiser has the full authority to terminate the participation of such Participants.
35. If any Participants are found to have committed any acts which, in the opinion of the Organiser, might prejudice or damage the reputation and/or image of the University, the Organiser has the full authority to terminate the participation of such Participants.

36. If particular Participants' right to participate in the Event is terminated by the Organiser, the Participants shall have no claim for refund of any monies paid to the Organiser or any form of compensation.

### **Change and Cancellation of the Project**

37. The Organiser reserves the right to change the format, venue and period (including but not limited to postponing to later date(s)) of the Event as the Organiser deems fit, or cancel, or shorten the duration of the Event at any time without incurring any liability whatsoever to the Participants due to circumstances beyond the Organiser's control.

### **Additional Rules and Regulations**

38. The Organiser reserves the right to interpret, alter and amend any of these guidelines and to issue additional rules and regulations at any time it considers necessary for the orderly operation of the Event.

### **Indemnity**

39. The Organiser shall not be held responsible for any dispute or liability arising from the sale of merchandise or services provided by the Participants.
40. The Organiser undertakes no financial or legal responsibility for any type of risk concerning or affecting the Participants/their customers.
41. The Organiser shall not be held responsible for any loss or damage of items stored and displayed at any showcase box, stall, market, etc.
42. Doing business involves risk. Applicants must fully understand that there will be chances of money losses, and they should consider their own investment objectives and risk tolerance level. The Applicants acknowledge that the Organiser has given no commitment or guarantee as regards the sales achieved, and agree that they have no claim against the Organiser in this connection.

## 「初創格仔舖」

### 參加指引

中譯本只供參考，內容以英文原文為準

#### 定義

1. 「主辦單位」及「大會」指香港教育大學圖書館企業及創新教育組。
2. 「申請者」指申請「初創格仔舖」的個別教大學生或教大學生團隊。
3. 「參加者」指由主辦單位正式書面接納並已成功繳付參加費及按金的申請者。
4. 「活動」指「初創格仔舖」。
5. 每「輪」指一次完整的「初創格仔舖」，通常會於一個學期內開始及完結。

#### 參加資格及要求

6. 所有全日制或兼讀制的教大同學都有資格申請參加。
7. 每一申請者（無論個人、小組或團體）於每輪活動中只可提交一份申請。
8. 參加者必須：
  - a. 參加所有由大會安排的簡佈會和培訓班；
  - b. 於大會指定日期或之前提交一份銷售計劃書；
  - c. 活動完結後，於大會指定日期或之前提交問卷，當中包括財務報表及反思報告；及
  - d. 提供大會所要求的其它數據，作改進未來項目的參考。參加者完成本段所有要求，可以申請退回按金。
9. 參加者必須預先提供貨物/服務（例如手工製品）的資料，並確保可以配合活動的實際情況，否則可被主辦單位取消資格。
10. 參加者嚴禁轉讓、外判及/或分租其格仔箱及/或攤位予任何第三者。如被發現違反此規定，參加者將會被要求立即移除第三者的所有物品及商業訊息。主辦單位保留追究參加者因轉讓、外判及/或分租格仔箱及/或攤位所引致的任何損失及終止其參加資格。
11. 申請者可建議與校外非牟利機構（如學校、非政府組織、社會企業）合作營運格仔舖。申請者必須在申請時提供所有詳情，供主辦單位考慮。如果合作建議被主辦單位接納，參加者仍須獨自完全承擔其參加活動的所有責任。
12. 主辦單位保留拒絕任何申請的絕對酌情權，並不須提供任何理由。

## 費用

13. 參加費 300 元 (不可退回) 及按金 300 元 (達到第 8 段所列全部要求者可申請退回) , 必須在主辦單位正式接受申請後立即支付。
14. 一經付款, 任何退款要求將不獲考慮。參加者必須按第 8 段全部要求申請退回按金。
15. 若參加者基於任何原因自行退出或被主辦單位取消資格, 其參加費及按金將不獲退還。

## 格子展示箱的分配

16. 主辦單位將根據本活動的全部條款及規則審核所有申請。如果符合資格的申請數量超過可提供的格子展示箱數量, 主辦單位將根據預定的準則挑選申請, 包括但不限於: 是否配合活動的宗旨和目標、預期在企業和創新方面的學習經歷、所提議業務的可行性、吸引力、預期的客戶群等。主辦單位的所有決定均為最終決定, 並不接受任何上訴。
17. 主辦單位擁有分配格子展示箱的唯一及絕對決定權。包括格子展示箱位置的所有決定均為最終決定, 任何改變請求將不獲受理。

## 格子展示箱、網頁及面對面銷售機會

18. 每個參加者可於每輪活動指定時間及地點, 獲配一個約 500mm 闊 x 500mm 深 x 350mm 高的專屬格子展示箱。
19. 每個參加者可於「初創格子舖」網站內的專屬網頁, 上載產品及服務資訊。
20. 每個參加者可於大會指定時段內, 在大會指定的校內或/及校外場地進行面對面銷售活動。若有興趣的參加者數目超出限額, 將以抽籤決定安排銷售活動日期及場地。

## 虛擬及實體運作

21. 參加者須在主辦單位所指定的時間完成格子展示箱內貨品的陳列安排, 並把相關資料上載至專屬網頁。所有上載資訊必須預先提交予主辦單位以作審批和記錄。
22. 當上載資訊到專屬網頁時, 參加者必須遵守以下規則與條款:
  - a. 嚴禁上載任何涉及色情、淫穢、挑釁、誹謗和散播仇恨言論的內容。
  - b. 必須清晰描述及說明產品和服務, 包括其名稱及價格, 以協助買家瞭解。
  - c. 所售貨物/服務的描述必須準確, 並符合《商品說明條例》的規定。
  - d. 嚴禁上載任何侵犯商標或知識產權的圖片或內容。
23. 參加者必須預先獲得主辦單位批准, 方可更改專屬格子展示箱及網頁內的產品、照片及/或內容。
24. 參加者須於每輪活動完結後 10 個工作天內移走其格子展示箱內的產品。
25. 參加者在「初創格子舖」網站上的網頁將於每輪活動完結後被凍結。

## 展示和銷售要求

26. 除非已獲主辦單位豁免，否則參加者只能出售在其申請表上所申報的商品。
27. 下列物品嚴禁出售：
  - a. 所有食物和飲品
  - b. 無牌、被禁或違反任何商標版權的物品
  - c. 攻擊性武器、槍械、彈藥、炸藥、放射性物料、易燃物質、不雅及淫穢物品、毒藥、非法藥物及相關用具
  - d. 任何形式的酒精及煙草產品
  - e. 任何動物及動物身體部份
  - f. 任何以下性質的物品：i) 挑撥性；ii) 誹謗性；及 iii) 散播仇恨言論
  - g. 任何法律禁止及主辦單位認為不合適的商品
28. 參加者必須確保在其格子展示箱、網頁及/或攤位上出售的所有商品及所提供的服務均沒有違反香港特別行政區法律。所有出售的貨品或所提供服務，必須符合香港市場的相關法規。如有關物品需要牌照或許可證方可進行市場推廣、銷售或持有，參加者必須持有所需的合適牌照或許可證。參加者必須於任何時間皆遵守有關銷售、進口和擁有此類產品或提供此類服務的所有法律或規定。

## 賣方行為守則

29. 參加者所收到的客戶及準客個人資料，例如住址、通訊地址、電郵地址、電話號碼等，只可用於履行訂單服務，訂單完成後必須刪除。參加者不得將客戶及準客戶個人資料提供予任何第三方。
30. 參加者必須向主辦單位、客戶和準客戶提供準確的資訊，並在該等資訊有所變動時立即主動告知相關人士。
31. 參加者必須公平營運及不可不當地使用「初創格子格舖」所提供的網站及設施。不公平營運的例子包括但不限於：在確認訂單後試圖提高貨品價格；試圖損害其他賣家的商譽；收到付款後延遲交付貨品等。
32. 參加者不得以任何方式向客戶及準客戶發送未經要求或不恰當的信息。所有通訊只限用於履行訂單及提供客戶服務，嚴禁發送未經要求的市場推廣信息
33. 參加者必須在專屬網頁上之銷售協議內清楚列明買賣雙方的權利和義務，例如：訂單何時生效、付款條件、預計交貨時間及方式、解決爭議方法等。

## 終止參加資格

34. 如主辦單位認為個別參加者的行為非法、具冒犯性、危險性或可能不符合活動的宗旨，主辦單位有權終止該參加者的參加資格。



35. 如主辦單位認為任何參加者的任何行為可能會損害活動或大學的聲譽或形象，主辦單位有權終止該等參加者的參加資格。
36. 個別參加者若被主辦單位終止其參加活動的權利，該參加者將無權要求退還已支付予主辦單位的任何款項或任何形式的補償。

### **活動的變更和取消**

37. 當發生主辦單位不可控制的情況，主辦單位有權更改形活動形式、場地及舉行日期及時間（包括但不限於推延至主辦單位應認為合適的日期）、取消或縮短活動的運作，而不須對參加者承擔任何責任。

### **附加守則和規例**

38. 主辦單位保留解釋、改變和修改任何指引的權利，並因應活動有序運作的需要，於任何時間發佈附加守則和規例。

### **免責聲明**

39. 主辦單位不會承擔因參加者銷售商品或提供服務而引起的任何爭議或責任。
40. 主辦單位不會承擔任何涉及或影響參加者/客戶、其個人物品和商品的風險之財務或法律責任。
41. 參加者於格仔展示箱、攤位及市集等存放或展示的物品如有損壞或遺失，主辦單位不會承擔任何責任。
42. 做生意會涉及風險。申請者必須清楚明白會有可能損失金錢，因此應考慮自己的投資目標和風險承受水平。申請者承認主辦單位無就該活動銷售成果作出任何承諾或保證，並同意在這方面不會向主辦單位提出索償。