



10. 食物和飲料樣本 及/或 銷售申請協議

Approval Request Agreement of Food & Beverage
Sampling and/or Selling

Food & Beverage Sampling and/ or Selling – Approval Request Agreement

This Agreement is made between Venetian Cotai Limited (hereinafter the “Licensor” or “Owner” or “The Venetian Macao”) and _____ (hereinafter the “Licensee/Exhibitor”) for the following purpose:

Event Name : Macao Franchise Expo 2020
Event Venue : The Cotai Expo Hall A
Event Period : 22-24 Oct 2020

Inappropriate Behaviour / Violation of the Agreement Terms

If the Licensee/Exhibitor is found violating any of the terms stated in this Agreement, the Licensee/Exhibitor shall be charged for penalty fee and shall be asked to leave Licensor’s venue immediately. The penalty fee shall be advised by the Licensor.

Authorisation on Food & Beverage Sampling and/or Selling

The Licensee/Exhibitor must NOT provide any Food & Beverage services at the Licensor’s venue, and any Food & Beverage sample or retail products that the Licensee/Exhibitor wishes to distribute or sell must be approved by the Licensor.

The Licensee/Exhibitor agrees NOT to sell the Food & Beverage samples, which are only used for the purpose of promoting the products.

Insurance

Due to the nature of the event involving preparation and distribution of Food & Beverage sample products to the event guests, it is recommended that the Licensee/Exhibitor to obtain the Product Liability Insurance (with limit of liability HKD/MOP 5,000,000.00 any one occurrence and in the aggregate) to cover any claims arising out from the Food & Beverage consumption by the event guests.

Food and Beverage Sampling Size Limits

For the purpose of sampling size, the Licensee/Exhibitor agrees to follow the criteria on the Food & Beverage sampling size limits as below:

- (1) Food should be in bite-sized portions, not to exceed 4 ounce (112 grams) per sample.
- (2) Non-alcoholic beverage sample size must not exceed 3 ounce (84 millilitres) per sample.
- (3) (EITHER) Alcoholic beverage sample size must not exceed 1/4 ounce (7 millilitre) for spirits, or 1 ounce (28 millilitre) for beer and wine. (OR) Alcoholic beverage is not allowed to be distributed.

Food and Beverage Preparation

- All Food & Beverage preparation must be done in compliance with the rules and regulations as set out by the Macau Civil & Municipal Affairs Bureau (Website: www.iacm.gov.mo, Telephone: +853 2833 7676) and Macau Health Bureau (Website: www.ssm.gov.mo, Telephone: +853 2831 3731).





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- Food prepared on-site by the Licensee/Exhibitor at the Licensor's venue shall be subject to the food safety inspections by the Licensor.
- In the preparation of the food, the following equipment are prohibited, including but not limited to charcoal, propane, natural gas, sterno canned heat, deep fryers, oven, roasting and barbecuing equipment. The Licensee/Exhibitor may be allowed to use, including but not limited to, electrical cookers, kettles and microwave; however, this must require prior approval from the Licensor. Any other exceptions require prior approval from the Licensor.
- Cooking is NOT allowed at all times unless with the approval from the Licensor. Methods of cooking include but not limited to grilling, roasting, boiling, stewing, any types of frying, barbecuing and basting.
- Reheat of food may be allowed pending on the approval from the Licensor. If approved, Licensee/Exhibitor must ensure that no substantial odour deems to be substantial from the Licensor's point of view, Licensor has the right to ask Licensee/Exhibitor to remove such food items.
- If cooking stoves are used, the Licensee/Exhibitor shall ensure protective screens are placed around the cooking stoves to ensure the health and safety of visitors.
- Hygiene and sanitation must be maintained at all times. Spillage should be avoided and prepared food must be protected from flies and other insects. Handlers of prepared food must wear clean clothing and have their hair tied up if needed while serving food.
- The Licensee/Exhibitor must ensure that all Food & Beverage products displayed or promoted are safe and fit for human consumption.
- The Licensee/Exhibitor is strictly NOT allowed to use the Licensor's public washrooms for any food preparation, including but not limited to food and dish washing. If Licensee/Exhibitor requires water drainage service (sink, water supply, drainage, pump, etc) to be set up at the exhibiting area, please speak to the Event Organizer for further arrangement.
- If the Licensee/Exhibitor requires additional power for food preparation, this must be requested through the Event Organizer. If the Licensee/Exhibitor is found installing additional power without requesting through the Event Organizer, the entire power system shall be cut off immediately by the Licensor without notice.
- The Licensee/Exhibitor is NOT allowed to deliver or supply any food during the event. Any food delivery must be done at a time agreed in advance with the Licensor, and not during the event at all times.

Food and Beverage Sample Distribution

- Any Food & Beverage sample products the Licensee/Exhibitor wishes to distribute may only be distributed if the Licensee/Exhibitor is the lawful distributor or manufacturer of the sample. Home-made food is NOT allowed for distribution. No alcohol may be distributed under any circumstances except with the permission of the Licensor. **The Licensor reserves the final right to determine whether a group can or cannot sample any Food & Beverage items.**
- Food & Beverage marketing or sampling activities must be taken place only within the designated booth space.





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- The Licensee/Exhibitor providing Food & Beverage samples must station one individual at the distribution point at all times. If alcoholic beverage samples are distributed, the Licensee/Exhibitor is responsible to monitor the sobriety and the local legal age limit of the persons receiving samples.
- The Licensor is not responsible for the quality or state of the Food & Beverage served by the Licensee/Exhibitor.
- The Licensee/Exhibitor must complete the description of the Food & Beverage samples for the event at **Appendix A** this Agreement, and submit the required information to the Licensor ten (10) business days prior to the event; if not, the Licensee/Exhibitor shall not be allowed to conduct the Food & Beverage sampling and demonstration activities at the event.

Food & Beverage Selling

If the Licensee/Exhibitor is approved for the Food Selling by the Licensor, the Licensee/Exhibitor must strictly adhere to, including but not limited to, the conditions below.

- **The Licensor reserves the final right to determine whether a group can or cannot sell any Food & Beverage items.**
- If the Licensee/Exhibitor wishes to conduct retail sales of Food & Beverage items, the description of the Food & beverage retail items at the Appendix B of the Agreement must be submitted to the Licensor the (10)business days prior to the event for review and approval; if no, the Licensee/Exhibitor shall not be allowed to conduct retail sales activities of the Food & Beverage items at the event.
- It is highly recommended that any food for on-site sale should be DRY and UNALTERED SEAL-PACKAGED; and restricted items should be avoided, including but not limited to milk, ice-cream and frozen confections. Any seal-packing of food items onsite is not allowed.
- The Licensee/Exhibitor selling the exhibits to the visitors must comply with the local legal regulations (e.g. local legal age limit for persons buying alcoholic beverage); and must ensure that the exhibits are within the expiry date of consumption, which must be clearly marked on the containers or packers or otherwise for pre-packaged exhibits.
- **The Licensee/Exhibitor is highly encouraged to discuss with the Licensor if unsure on what Food & Beverage items can or cannot be sold.**

Booth Cleanliness

The Licensee/Exhibitor shall ensure the cleanliness of the exhibiting area, and shall be charged for the cleaning fee if the exhibiting area deems to be very dirty at the Licensor's point of view.





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Waiver

The Licensee/Exhibitor agrees to waive any claim for damages of any nature whatsoever and to release the Licensor, Venetian Macau Limited, Sands China Limited, Las Vegas Sands Corp, and their respective holding companies, subsidiaries, and affiliates, and the principal(s), directors, officers and employee from any liability or responsibility whatsoever for any ill-effect, injury, or loss incurred by the event guests or any third party including, but not limited to , all manner of actions, causes of action, suits, debts, damages, claims, demands, costs, losses and expenses of any type or kind whatsoever, arising from, connected with or related to the Food & expenses of any type or kind whatsoever, arising from, connected with or related to the Food & Beverage sources other than the Licensor or the preparation of serving of Food & Beverage by persons other the Licensor's employees.

Indemnification and Hold Harmless Agreement:

The Licensee/Exhibitor hereby releases and discharges and indemnifies, and agrees to keep indemnified, defend, protect and save harmless the Licensor, its lenders/mortgagees, Venetian Cotai Limited, Sands China Limited, Las Vegas Sands Corp, and their respective holding companies, subsidiaries, and affiliates, and the principal(s), directors, offers and employees from and against any liabilities, damages, losses, claims, suits, judgments, fines, costs and expenses, including without limitation, attorneys' fees and expenses, incurred by the Licensor and arising out of or relating to the Licensee/Exhibitor distribution of Food & Beverage service at the Licensor's venue or any other activity related thereto, including, without limitation, any such liabilities, damages or said other matters arising from injury to or death of any person, or damage to or destruction of any property.

This Agreement and the Appendix are available in English and Chinese. In the event of conflict or discrepancy between the English and Chinese versions, the English version shall prevail and be treated as the correct version.

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By signing the below, the Licensee/Exhibitor agrees to the terms and conditions as set out in this Agreement and the Appendix.

Name (Printed) : _____

Contact Number : _____

Authorised Signature : _____

Date : _____





Appendix A – Food and Beverage Sampling Request Form

Company Name : _____

Event Name : _____

Exhibition Booth Number : _____

Contact Person : _____

Contact Telephone Number : _____

Please list each Food & Beverage item that will be served as samples at the event.

Food & Beverage Item Description	Key Ingredient of the Food & Beverage Item	Source of the Food & Beverage Item (Name of Whole-Seller/Outlet)
For example: Wonto	For example: Pork, Prawn	For example: Pork – XXX Whole-Seller Name Prawn – YYY Whole-Seller

Food & Beverage items not listed but found at the event will not be allowed, and the Licensor has the right to remove such items.





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Appendix B – Food and Beverage Selling Request Form

Company Name : _____

Event Name : _____

Exhibition Booth Number : _____

Contact Person : _____

Contact Telephone Number : _____

Please list each Food & Beverage item that will be sold at the event.

Food & Beverage Item Description	Key Ingredient of the Food & Beverage Item	Source of the Food & Beverage Item (Name of Whole-Seller/Outlet)
<i>For example:</i> Wonto	<i>For example:</i> Pork, Prawn	<i>For example:</i> Pork – XXX Whole-Seller Name Prawn – YYY Whole-Seller

Food & Beverage items not listed but found at the event will not be allowed, and the Licensor has the right to remove such items.

