

香港零售管理協會

對《2012年商品說明(不良營商手法)(修訂)條例草案》的意見 2012年5月28日

- 1. 香港零售管理協會於一九八三年由一班擁有長遠使命的零售商共同創辦。過去 二十九年來,本協會在促進本地零售業發展及代表業界意見,一直扮演著重要 角色;與此同時,本協會透過教育、培訓及獎項等活動,致力提升零售業的專 業地位。
- 2. 本協會乃香港主要的零售協會,至今會員公司店舗逾六千七百間,僱員數目約 佔本港總零售僱員的二分一。
- 3. 我們代表大部份將會受條例草案影響的零售商。該草案對零售業從業員,包括 年輕或資深售貨員或畢業生,有直接影響,因爲他們如未能遵守修訂條例,即 使沒有犯罪意圖,亦會干犯刑事罪行。
- 4. 我們原則上同意爲惩罰以不良手法營商的不誠實商人而制定條例草案。不過我們認爲須進一步闡明條例草案部份內容,以避免令人混淆,及對誠實商戶的正當商業行爲造成不必要的約束。

就此,我們懇請法案委員會與政府磋商後以書面回應我們以下的提問和意見:

第 13E條 誤導性遺漏

- 5. 例一
- 5.1 方剛議員於 2012 年 5 月 15 日的法案委員會會議上提出以下例子: 一名客人光 顧酒吧, 向服務員提出要一杯葡萄酒,服務員回答有來自意大利、法國及西班



牙的葡萄酒可供選擇,客人決定要意大利葡萄酒後才發現西班牙的葡萄酒正以 特價銷售,由於該服務員沒有將此項會影響交易決定的訊息告知客人,因此該 服務員可能干犯誤導性遺漏的罪行。

5.2 律政司的律師曾回答,根據"營業行為"的定義,有關行為或遺漏只針對交易中的"產品",不牽涉店內其他產品。因此如售貨員未能提供其他產品的資料,並不會干犯第13E條。

問題/意見

- 5.3 條例草案中"營業行為"的定義跟律政司律師以上的解釋不符。條例草案中"產品"的定義,泛指"任何貨品或服務",因此也包括店內其他產品。
- 5.4 此外,根據方剛議員提出的例子,客人是說"我想要一杯葡萄酒"。他當時沒有清楚指明所需葡萄酒的種類。因此,在此案例中的"產品"是指"葡萄酒"而非"意大利葡萄酒"。根據現時的條例草案,如服務員遺漏酒吧內任何葡萄酒的訊息,而該訊息爲客人作出交易決定所需,包括葡萄酒產地、種類(如紅酒、白酒)及葡萄酒推廣訊息等,他即干犯該罪行。顯然,此要求實爲不設實際及對業界造成不必要的負擔。此外,過多訊息亦會讓客人感煩擾,此時該售貨員/服務員會否被認爲進行第 13F 條的"具威嚇性的營業行爲"?

建議

5.5 如根據立法原意:遺漏其他產品的訊息不屬第 13E 條的罪行,則有關條款須要 更清晰的草擬。



- 5.6 我們亦建議爲第 13E 條加入免責辯護條款,如商户誠實相信消費者不須要一項 訊息,則遺漏該項訊息不應構成罪行。此免責辯護條款不會削弱第 13E 條的立 法原意,但可同時爲誠實的商户提供合理保護。
- 5.7 有關"交易決定"的定義,我們建議刪除"或不作出行動"的字句,因爲我們不認爲有需要加入該等字句。如重要訊息被遺漏,但消費者最終也沒有購買該產品(即"不作出行動"),沒有付出任何費用或蒙受任何損失,則商户還須負上刑責嗎?

第 13F條 具威嚇性營業行爲

6. 例二

6.1 一名客人於晚上 7:45 進入商店,擬購買一瓶健康補充產品,以改善皮膚及指甲狀況。商店於晚上 8:00 關門,於關門前 15 分鐘開始,每 2 分鐘就播放錄音廣播,提醒客人商店即將關門。經此提醒,客人即感到有壓力,於關門前盡快購買該產品,購買後才發現另一產品更適合。根據現行的條例草案,商户可能因此被視爲對消費者施加不當影響,使消費者作出不同的交易決定,有可能干犯第 13F 條的刑事罪行。

建議

6.2 刪除第 13F 條"施加不當影響"的字句,因爲該字句含糊不清,而且對業界造成不必要的約束。



第13G條 利誘式廣告宣傳

7. "利誘"本意指吸引某人從而達到其他的目的,而一般廣告手法亦可以區分為 真正推銷一特定產品(此行為不受爭議)或利誘消費者購買與廣告不同的產品(即 利誘後轉銷售行為)。由於條例草案已引入第 13H 條的 "先誘後轉銷售"罪 行,為何仍需要第 13G 條的 "利誘式廣告" 罪行?對公眾而言,第 13G 條還 能提供什麼額外的保障?

建議

由於第 13G 條與第 13F 條本質上重疊,我們建議從條例草案刪除第 13G 條。如果政府堅持保留第 13G 條,則政府應考慮以下例子,該例子爲現今市場上的真實情況。

8. 例三

一新型號照相機於美國開售,並宣布將快於本港發售。現時市場慣常做法,是廠商永遠不會跟零售商確定送貨日期及熱門產品的數量,卻預期零售商預先以廣告宣傳吸引消費者注意。授權代理商宣傳新產品同時,亦接受消費者預訂新產品的按金。但第一批抵港的貨品數量卻不足以滿足所有已預訂的消費者。因此授權代理商可能干犯第13G條的罪行。

問題/意見

如果授權代理商於廣告上刊載 "快將上市"、"貨量有限"等字句/或於發票上寫上"交貨日期有待確定",那麼授權代理商會否仍干犯第 13G 條的罪行?如果我們保留第 13G 條,則市場上有關即將開售產品的廣告將會消失,而消費



者因而不能取得相關市場資訊。商戶亦只會於貨品送抵時才開始宣傳,剝削消費者預訂貨品的權利。

建議

如政府堅持保留第13G條,我們建議按照附錄一修改第13G及26A條。

第 13I 條 不當地接受付款

9. 例四

於 2012 年 5 月 15 日之法案委員會會議上,主席李華明議員提出一個日常生活經常遇到的例子:一名客人在一快餐店內付款購買一隻雞腿後才被告知雞腿已售罄。此時商户有干犯第 13I 條嗎?

建議

顧客購物後才發現貨物已售罄,快餐店通常讓顧客選擇退款而快餐店亦樂意取消交易,這是大眾普遍接受的處理方法。

可是根據現時的條例草案,這些日常的正當商業行為也不能免於刑責。因此我們建議爲第 26B 條引入額外免責辯護條款,即如當消費者要求時,零售商願意並有能力向消費者作出退款,則零售商可免於刑責。



結論

本協會及成員一直以來堅持以公平及誠實的手法營商,確保香港的零售業持續及蓬勃發展。我們因此支持政府箝制傷害消費者的不良及令人厭惡的營業行爲,可是我們仍然對草案有多項的修訂意見,希望以上例子能清楚解釋我們的憂慮。

我們相信法案委員會及政府能認真考慮我們的意見,並採取適當的行動,盼覆!

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香港零售管理協會

香港零售管理協會於一九八三年由一班擁有長遠使命的零售商共同創辦。過去二十 九年來,本協會在促進本地零售業發展及代表業界意見,一直扮演著重要角色;與 此同時,本協會透過教育、培訓及獎項等活動,致力提升零售業的專業地位。

本協會乃香港主要的零售協會,至今會員公司店舗逾六千七百間,僱員數目約佔本港總零售僱員的二分一。本協會亦是泛亞太區零售商協會聯盟香港區的唯一零售協會代表,並爲聯盟之創會會員之一,該聯盟的會員遍及十七個亞太地區及國家。



<u>Submission to Bills Committee on Trade Descriptions</u> (Unfair Trade Practices) (Amendment) Bill 2012

(28 May 2012)

- 1. The Hong Kong Retail Management Association (HKRMA) was founded in 1983 by a group of visionary retailers. Established for 29 years, the Association has been playing a vital role in representing the trade, and raising the status and professionalism of retailing through awards, education and training.
- 2. Today, HKRMA is the leading retail association in Hong Kong with membership covering more than 6,700 retail outlets and employing about half of the local retail workforce.
- 3. We represent a majority of the retailers, who will be mostly affected by the Amendment Bill. It has a direct impact on the retail workforce, including many young and inexperienced salesmen or fresh graduates, who will face criminal charges if they do not comply with the new requirements, even if they do not have a criminal intent to commit an offence.
- 4. In principle, we support the enactment of the Amendment Bill, to the extent it is intended for penalizing dishonest traders who engage in bad practices. However, there are areas of the Amendment Bill which still need further clarification, in order to avoid confusion and unnecessary constraints for honest traders in their everyday legitimate commercial practices.
- 5. We have the following queries and comments, which we would like the Bills Committee to consider with the Government and respectfully request a written response to the following points.



Section 13E Misleading Omissions

5. Example 1

- 5.1 We refer to the questions raised by Mr. Vincent Fang in the Committee meeting on 15 May 2012. In particular the following example: A customer went into a bar and asked for a glass of wine. The waiter answered that they have wine from Italy, France and Spain. The customer ordered Italian wine but later found out that the Spanish one was on promotion. As the information about the promotion of wine from Spain is relevant to the customer for a transactional decision, the waiter may commit the offence of misleading omission.
- 5.2 Counsel of DOJ answered that under the definition of "commercial practice", the act or omission would only relate to "a product" concerned and therefore it does not relate to other products in the shop. So if a salesman fails to provide information of other products, the salesman has not contravened section 13E.

Question / Comment

- 5.3 The definition of "commercial practice" does not seem to fit the interpretation as suggested by Counsel of DOJ or at all. Moreover, under the definition of "product" in the Amendment Bill, it states "any goods or service". Therefore this would also cover other products in the shop.
- 5.4 Furthermore, under Mr. Vincent Fang's example, the customer asked "I want a glass of wine". He did not specify what kind of wine he wanted. Therefore, the "product" in this example is "wine" but not "wine from Italy". Under the current drafting of the Amendment Bill, if the waiter omits any information of any wine in the bar which a customer would need to make a transactional decision, including wine from different countries, red wine and white wine, their respective promotions, etc., he would have committed the offence. Obviously, it is not practical and is putting unnecessary burden on



the trade. Moreover, too much information may make the customer feel annoyed and overwhelmed. Then would the salesman be said to have engaged in aggressive commercial practices under section 13F?

Suggestion

- 5.5 If it is the legislative intent that omission of information of other products would not constitute an offence under section 13E, clearer drafting should be adopted to reflect the same.
- 5.6 We also suggest introducing an additional defence for section 13E, that if a trader honestly believes that a customer does not need a particular piece of information, omission of the same shall not constitute an offence. This additional defence would not weaken the original purpose of section 13E but provide reasonable protection to honest traders.
- 5.7 In relation to the definition of "transactional decision", we suggest to delete the phrase "refrain from acting". We do not see why it is needed in the definition. If material information is omitted but the customer does not buy the product (i.e. refrain from acting), is the trader still liable to be prosecuted? The Customer has not incurred any expense or suffered any detriment.

Section 13F Aggressive Commercial Practices

6. Example 2

6.1 A customer enters a shop at 7:45pm intending to buy a bottle of health supplement for improving the conditions of her skin and nails. The shop closes at 8:00pm. The shop has a recorded announcement to remind customers the time of closing of the shop, which plays automatically every 2 minutes for 15 minutes before it closes. Given the repeated reminders, the customer was under pressure to buy the supplement quickly before the shop closed. She later felt she would have preferred a different product. Under the current Amendment Bill, the trader may have exerted undue influence



towards the customer who made a transactional decision that she would not have made otherwise, and may therefore have committed a criminal offence under section 13F.

Suggestion

6.2 Delete "undue influence" in section 13F, as it is too vague and gives unnecessary constraint to the trade.

Section 13G Bait Advertising

7. "Bait" in its nature is to attract someone but for another purpose. Advertising is either genuinely intended to promote a particular product (in which case it is unobjectionable) or as a bait to sell a different product (in which case it is covered by bait and switch). As the Amendment Bill already introduces the offence of "bait and switch" under section 13H, why do we also need "bait advertising" under section 13G? What extra protection does section 13G give to the public while we already have "bait and switch"?

Suggestion

We suggest that section 13G should therefore be removed from the Amendment Bill, as it duplicates with section 13F in its nature. If the government is to keep section 13G despite these concerns, we would like the government to consider the next example, which is the real market situation nowadays.

8. Example 3

A new model of camera is launched in the US and it is announced that it will be launched in Hong Kong soon. It is a common practice in the market nowadays that the manufacturer would never confirm with the retailer the delivery date and quantity of hot items, but expects retailers to advertise to



attract customers' attention. The authorized dealer advertises the new model and accepts payment of deposit for ordering the new item. The first shipment did not deliver sufficient items to satisfy all pre-orders. The authorized dealer may therefore have committed an offence under section 13G.

Question / Comment

If the authorized dealer put the following notices in the advertisement: "Coming Soon", "subject to stock arrival", and on the invoices: "delivery date to be confirmed", would the authorized dealer still be caught under section 13G? If we have section 13G, the market would refrain from advertising on up-coming hot items which the consumers should be entitled to know about, and would only advertise and sell when stock actually arrives. This would deny consumers the chance to make pre-orders.

Suggestion

If the government is to keep section 13G despite these concerns, we suggest the amendments to sections 13G and 26A as set out in Appendix I hereto.

Section 13I Wrongly Accepting Payment

9. Example 4

During the Committee meeting on 15 May 2012, Chairman Mr. Fred Li raised a very good everyday example – A customer went into a fast food shop, bought ticket for a chicken leg, but was later told that chicken leg was sold out. Has the shop committed a criminal offence under section 13I?

Suggestion

It is very common and acceptable practice that if the product is sold out, the customer can choose to get a refund and the fast food shop is happy to cancel



the transaction. However, under the current Amendment Bill, such everyday normal commercial practice is not made an exception. Therefore, we suggest introducing an additional defence to section 26B, that if the retailer is willing and able to refund the amount paid upon the request of the customer, then it would not constitute an offence.

Conclusion

HKRMA and its members have always been, and continue to be, committed to fair and honest retail practices, which are essential to ensure a sustainable and vibrant retail sector in Hong Kong. We therefore support the Government's overall objective to clamp down on underhand and obnoxious commercial practices which hurt consumers. However, we have a number of major concerns about the draft Bill which we hope have been demonstrated by the above examples.

We trust that the Bills Committee and the Government will give these concerns due consideration and take appropriate action. We look forward to hearing from you.

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About HKRMA

The Hong Kong Retail Management Association (HKRMA) was founded in 1983 by a group of visionary retailers with a long-term mission to promote Hong Kong's retail industry and to present a unified voice on issues that affect all retailers. Established for 29 years, the Association has been playing a vital role in representing the trade, and raising the status and professionalism of retailing through awards, education and training.

Today, HKRMA is the leading retail association in Hong Kong with membership covering more than 6,700 retail outlets and employing about half of the local retail workforce. HKRMA is one of the founding members of the Federation of Asia-Pacific Retailers Associations (FAPRA) and is the only representing organization from Hong Kong. FAPRA members cover 17 Asian Pacific countries and regions.

APPENDIX I

Hong Kong Retail Management Association Suggested drafting changes to the Trade Descriptions (Unfair Trade Practices) (Amendment) Bill 2012

Section:	2	Interpretation	

transactional decision (交易決定) means any decision made by a consumer, whether it is to act or to refrain from acting, concerning—

- (a) to purchase, whether, or how or on what terms to purchase, make payment in whole or in part for, retain or dispose of a product; or
- (b) to exercise, orwhether, how or on what terms to exercise, a contractual right in relation to a product.

Section:	13E	Misleading omissions	

- A trader who engages in relation to a consumer in a commercial practice that is a misleading omission commits an offence.
- (2) A commercial practice is a misleading omission if, in its factual context, taking account of the matters in subsection (3)
 - (a) it omits material information;
 - (b) it hides material information;
 - it provides material information in a manner that is unclear, unintelligible, ambiguous or untimely; or
 - (d) it fails to identify its commercial intent, unless this is already apparent from the context, and as a result it causes, or is likely to cause, _the average consumer to make a transactional decision that the consumer would not have made otherwise.
- (3) The matters referred to in subsection (2) are
 - -(a) all the features and circumstances of the commercial practice;
 - -(b) the limitations of the medium used to communicate the commercial practice (including limitations of space or time); and
 - -(c) if the medium used to communicate the commercial practice imposes limitations of space or time, any measures taken by the trader to make the information available to consumers by other means.
- -(4) If a commercial practice is an invitation to purchase, the following information is material, if not already apparent from the context
 - the main characteristics of the product which might reasonably be expected to affect a consumer's purchasing decision, to the extent appropriate to the product and to the medium by which the invitation to purchase is communicated;
 - (b) the identity (such as trading name) of the trader and of any other trader on whose behalf the trader is acting;

格式化: 項目符號及編號

- (c) the address (not including a postal box address) of the trader's usual place of business and of any other trader on whose behalf the trader is acting; (dc) either—
 - -(i) the price, including any taxes; or
 - -(ii) if the nature of the product is such that the price cannot reasonably be calculated in advance, the manner in which the price is calculated;
- <u>-(ed)</u> where appropriate, either
 - -(i) all additional freight, delivery or postal charges; or
 - -(ii) if those charges cannot reasonably be calculated in advance, the fact that they may be payable;
- .(f) the following matters if they depart from the requirements of professional diligence
- .(i) arrangements for payment;
- .(ii) arrangements for delivery;
- .(iii) arrangements for performance;(ge) for products in relation to which there is a right of withdrawal or cancellation, the existence of that right.
- \pm (5) In this section —

material information (重要資料) means —

- (a) in relation to a commercial practice that is an invitation to purchase, any information that is material as a result of subsection (4); and
- (b) in every case
 - (i) the information that the average consumer needs, according to the context, to make an informed transactional decision; or
 - (ii) any other information required in relation to a commercial communication under any other enactment.;

professional diligence (專業勤勉) means the standard of skill and care that a trader may reasonably be expected to exercise towards consumers which is commensurate with either—

- .(a) honest market practice in the trader's field of activity; or
- .(b) the general principle of good faith in that field.

F Aggressive commercial practice	on: 13F Aggressive commercial prac

- -(1) A trader who engages in relation to a consumer in a commercial practice that is aggressive commits --- **格式化:** 項目符號及編號 an offence.
- -(2) A commercial practice is aggressive if, in its factual context, taking account of all of its features and ---- **格式化:** 項目符號及編號 circumstances, its sole or primary intent is to
 - it-significantly impairs or is likely significantly to impair the average consumer's freedom of choice or conduct in relation to the product concerned through the use of severe harassment or, coercionor undue influence; and
 - -(b) it therefore causes or is likely to cause the consumer to make a transactional decision that the

格式化: 項目符號及編號

consumer would not have made otherwise.

- -(3) In determining whether a commercial practice uses <u>severe</u> harassment <u>or</u>, coercion or <u>undue influence</u>, account must be taken of—
 - -(a) its timing, location, nature or persistence;
 - -(b) the use of threatening or abusive language or behaviour;
 - +(c) the exploitation by the trader of any specific misfortune or circumstance, of which the trader is aware and which is of such gravity as to impair the consumer's judgement, to influence the consumer's decision with regard to the product;
 - -(d) any onerous or disproportionate non-contractual barrier imposed by the trader where a consumer wishes to exercise rights under the contract, including rights to terminate the contract or to switch to another product or another trader; and
 - -(e) any threat to take any action which cannot legally be taken.
- -(4) In this section—

_coercion (威迫) includes the use of physical force. <u>sundue influence</u> (不當影響) means exploiting a position of power in relation to the consumer so as to apply pressure, even without using or threatening to use physical force, in a way which significantly impairs the consumer's ability to make an informed decision.

Section 13G Bait advertising

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Section:	13G	Bait advertising	

- (1) A trader who engages in relation to a consumer in a commercial practice that constitutes bait advertising commits an offence.
- (2) Subject to subsection (3), advertising by a trader of products for supply at a specified price is bait advertising if at the time of the trader making the advertisement the trader knows that the trader there are no reasonable grounds for believing that the trader will not be able to, or the trader does not have the intention to, offer for supply those products at that price, or and the trader fails to offer those products for supply at that price, for a period that is, and in quantities that are, reasonable, having regard to
 - (a) the nature of the market in which the trader carries on business; and
 - (b) the nature of the advertisement
- (3) Advertising by a trader of products for supply at a specified price is not bait advertising if
 - (a) the advertisement states clearly the period for which, or the quantities in which, the products are offered for supply at that price; and
 - (b) the trader offers those products for supply at that price for that period or in those quantities.

Section:	26	Defence mistake, accident, etc.	

- (1) In any proceedings for an offence under this Ordinance it shall, subject to subsection (2), be a defence for the person charged to prove-
 - (a) that the commission of the offence was due to a mistake or to reliance on information supplied to him or to the act or default of another person, an accident or some other cause beyond his control; and
 - (b) that he took all reasonable precautions and exercised all due diligence to avoid the commission of such an offence by himself or any person under his control:; or-

(c)— that he honestly and reasonably believed that the facts in question did not constitute an *--- **格式化:** 項目符號及編號 offence

- (2) If in any case the defence provided by subsection (1) involves the allegation that the commission of the offence was due to the act or default of another person or to reliance on information supplied by another person, the person charged shall not, without leave of the court, be entitled to rely on that defence unless, within a period ending 7 clear days before the hearing, he has served on the prosecutor a notice in writing giving such information identifying or assisting in the identification of that other person as was then in his possession.
- (3) In any proceedings for an offence under section 7(1)(a)(ii) or (b) or section 7A(b) it shall be a defence for the person charged to prove that he did not know, had no reason to suspect and could not with reasonable diligence have ascertained, that the goods or service did not conform to the description or that the description had been applied to the goods or service.
- (4) In any proceedings for an offence under section 9(2) it shall be a defence for the person charged to prove that he did not know, had no reason to suspect and could not with reasonable diligence have ascertained, that a forged trade mark had been applied to the goods or that a trade mark or mark so nearly resembling a trade mark as to be calculated to deceive had falsely been applied to the goods.

Section:	26A	Additional defence (bait advertising)	

Without limiting section 26, in any proceedings for an offence under section 13G the person charged is entitled to be acquitted if —

- (a) sufficient evidence is adduced to raise an issue that
 - (i) the trader offered to supply, or to-procured a third person to supply products of the kind advertised to the consumer within a reasonable time, in a reasonable quantity and at the advertised price and, if that offer was accepted by thean average consumer, the trader so supplied, or procured a third person to so supply, the products acting reasonably would have accepted the offer; or
 - (ii) the trader offered to supply immediately, or to procure a third person to supply within a reasonable time, equivalent products to the consumer in a reasonable quantity and at the price at which the advertised products were advertised and, if that offer was accepted by thean average consumer, the trader so supplied, or procured a third person to so supply, the equivalent products acting reasonably would have accepted the offer; and
- (b) the contrary is not proved by the prosecution beyond reasonable doubt.

Section:	26B	Additional defence (wrongly accepting payment)	

Without limiting section 26, in any proceedings for an offence under section 13I the person charged is entitled to be acquitted if -

- (a) sufficient evidence is adduced to raise an issue that
 - (i) the trader offered to procure a third person to supply the products and, if that offer was accepted by the consumer, the trader procured a third person to supply the products; or
 - (ii) the trader offered to supply, or to procure a third person to supply, equivalent products
 - (A) within the period specified by the trader at or before the time at which the payment or other consideration was accepted; or
 - (B) if no period was specified at or before that time, within a reasonable period,

and, if that offer was accepted by the consumer, the trader so supplied, or procured a third person to so supply, the equivalent products; and

(iii) the trader is willing and able to make a refund at anytime after accepting payment; and

(b)(b) the contrary is not proved by the prosecution beyond reasonable doubt.

格式化: 項目符號及編號

Section: 26C26B Additional Defence (Misleading Omissions)	
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Without limiting section 26, in any proceedings for an offence under section 13E the person charged is entitled to be acquitted if —

- (a) sufficient evidence is adduced to raise an issue that
 - (i) the omission relates to information concerning an alternative product or range of products;
 or
 - (ii) the trader honestly and reasonably believed that the consumer does not need the omitted information in order to make a transactional decision; and
- (b) the contrary is not proved by the prosecution beyond reasonable doubt.

格式化: 縮排: 左: 2.06 cm, 凸出: 4.5 字元, 編號 + 階層: 1 + 編號樣式: i, ii, iii, … + 起始號碼: 1 + 對齊方式: 左 + 對齊: 2.06 cm + 定位點之後: 3.33 cm + 縮排: 3.33 cm, 定位停駐點: 6.75 字元; 左 + 不在 5.63 字元 +

格式化: 項目符號及編號

格式化:縮排:左: 1.11 cm, 凸出: 5.4 字元

28 May 2012