

# Terms & Conditions

## 1. Implementation of the regulations

◆ Exhibitors must abide by all the items stated hereunder in these regulations and all rules detailed in the "Exhibition Manual," which will be distributed at the "Exhibitor Orientation Meeting" for companies that have applied to take part in the exhibition. If the organizer deems that a violation of the regulations has taken place, the organizer shall have the right, at any time, to refuse the application to participate in the exhibit, cancel participation in the exhibition, as well as to order the removal of, or changes to, the exhibition booth, exhibit items or decorations. In such an event, the criteria and basis for the judgment of the organizer shall not be disclosed. Additionally, any expenses paid in advance by the exhibitor shall not be returned. In the above event, the exhibitor and related persons or parties shall not be entitled to receive compensation for damage arising from the cancellation of their participation in the exhibit, or from the removal or changing of the exhibition booth, exhibit items or decorations.

## 2. Eligibility to participate as an exhibitor and approval of application

◆ Exhibitors shall be limited to corporations or organizations, etc., that have been approved by the organizer after a screening process for the exhibition application after the closing of applications. The screening process shall confirm whether or not there are any omissions or flaws in the items on the "Exhibitor Application Form" and whether the content of the proposed exhibit is in accordance with the aims of the exhibition. If any of the cases listed below should be deemed to apply to the application, the receipt of the application may be suspended or approval to exhibit denied. In addition, the organizer shall accept no responsibility whatsoever with regard to the results of the application screening and the criteria and basis for the judgment of the organizer shall not be disclosed.

[Items that may result in the receipt of the application being suspended, or application denied]

- Flaws in the items filled out on the application form or a falsified application.
- Judgment that the exhibit content is not in accordance with the aims of the exhibition.
- If it is anticipated that there may be complaints from visitors or other exhibitors, etc.
- The applying exhibitor has filed for bankruptcy or is subject to bankruptcy proceedings.
- The applying exhibitor is subject to legal claims, including preservation measures or forcible court execution.
- The applying exhibitor is in dispute or in trouble with customers or business partners.
- Other items that may be judged to be sufficiently inappropriate to allow participation in the exhibition.

◆ Even after the application to exhibit has been formally accepted, if the organizer judges that the exhibitor has infringed the "Exhibition Rules," then the organizer shall have the right to cancel the participation of the exhibitor.

## 3. Co-exhibitors

◆ In the case that applicants from two or more companies will exhibit jointly, one company shall apply as representative and inform the Organizer at the time of application of the name of the other company and related information.

## 4. Exhibition application and invoice and payment of exhibition fees

◆ Participation in the exhibition shall be confirmed through the following process: The organizer shall receive the exhibitor application and after receipt of the application and following the due screening process, the organizer shall forward an "Exhibitor Approval Certificate Mail" and "Invoice for Exhibition Fees" to the exhibitor. An exhibition contract to be concluded between an exhibitor and the organizer shall be deemed entered into and binding upon issuance of the Confirmation Slip of Exhibition. (In the case that an application is made on behalf of an exhibitor by an advertising agency, the "Exhibitor Approval Certificate Mail" and "Invoice for Exhibition Fees" shall be sent to the agency from which the application was received.)

◆ Please send the original version of the "Exhibitor Application Form." Applicants are advised to take a copy of the application form and any other documents for submission, and store these copies for their own records.

◆ Exhibitors shall pay the exhibit fee and the associated option fee based on the invoices issued by organizer by the date described in the invoices.

◆ In the case that exhibition fees are not remitted by the deadline stipulated by the organizer, the organizer shall have the right to cancel the exhibition application. In the case that the exhibition application is cancelled, even if payment is received after the cancellation the exhibitor shall not be permitted to participate in the exhibition.

## 5. Cancellation charges

◆ In principle, cancellations will not be accepted after the participation has confirmed. Only when the Secretariat deems it unavoidable will cancellations be accepted, and in such cases the following penalties will be incurred based on the date written notice of cancellation is received.

Before Jun. 30, 2021 (Wed)	0%
From Jul. 1 (Thu) to Sep. 30, 2021 (Thu)	50% of exhibition fee
On or after Oct. 1, 2021 (Fri)	100% of exhibition fee

◆ In the case that the Exhibitor has not paid the applicable amount listed above as of the date of modification or cancellation, the Exhibitor shall promptly make payment of the amount.

◆ In the case that, at the time of modification or cancellation, the amount that the Exhibitor has paid exceeds the applicable amount listed above, the excess amount will be refunded by the Organizer.

## 6. Cancellation, Suspension or Changes to the Exhibition

(1) The organizer may cancel, suspend, shorten the period of, or change the schedule or venue of the exhibition if the organizer deems it impossible or difficult to hold and continue the exhibition in the event that:

- (a) The land or building used for the venue becomes unavailable, and the organizer deems the land or building inappropriate for use;
- (b) The organizer deems it not appropriate to hold the exhibition following a request or order for, or a request for consideration of, self-restraint or cancellation of events by the government, administration or any public agency; or
- (c) It becomes impossible to hold the exhibition on the occurrence of any event of force majeure, or the organizer deems it not appropriate to hold the exhibition.

(2) The force majeure events described in the preceding paragraph shall mean acts of God, including typhoons, heavy rain, tempests, floods and earthquakes, epidemics, public health risk, delay or suspension of service of public transportation systems, war, civil war, terrorist attacks, strikes and other causes not attributable to the organizer.

(3) In no event shall the exhibitor claim compensation against the organizer for any damages caused to the exhibitor resulting from any decision made by the organizer, nor shall the organizer be liable for any damages, increased expenses or other unfavorable circumstances caused to the exhibitor as a result of any such decision.

(4) If the organizer decides to cancel or suspend the exhibition prior to or after the start of the exhibition period, the organizer shall refund the exhibition fee to the exhibitor after deduction of reasonable expenses incurred until such decision.

(5) In regards to (4), in case the exhibition fee has already been paid by the exhibitor, the organizer shall refund the exhibition fee to the exhibitor after deduction of expenses incurred until such decision on cancellation or suspension of the exhibition. If the exhibition fee has not been paid yet, the exhibitor is requested to void the exhibition fee invoice, and the organizer will issue a separate invoice for expenses incurred until such decision. Payment for the invoice shall be made by the exhibitor by the specified date.

## 7. Booth Allocation

◆ It is on first-come-first-served basis.

Booth allocation is made by the organizer with consideration for order of apply, the number of booths and exhibit record.

## 8. Regulations on exhibition

◆ Items for exhibit at the exhibition are limited to those which are in accordance with the aims and purposes of the exhibition, for which legitimate and appropriate rights are held, and which have been approved in advance by the organizer. If requested to do so by the organizer, the exhibitor must provide proof of the possession of legitimate and appropriate rights to the items for exhibit. In the event it is discovered that the items for exhibit are not based on legitimate and appropriate rights, the organizer shall be able to order the exhibitor to halt the exhibit without notice and submit a claim for compensation for damage.

◆ The following items are prohibited for exhibit:

- Items prohibited for export or import, items prohibited for sale or purchase, narcotics and other prohibited items.
- Inflammable, explosive or radioactive dangerous items.
- Items that infringe industrial property rights, intellectual property rights or copyrights, or have the possibility of infringing such rights.
- Items that use a naked flame (However, this excludes items for which permission has been received from the fire department with jurisdiction over the exhibition venue).
- Items that have not been pre-approved by the organizer.
- Other items that may conflict with relevant laws and ordinances or be offensive to public order and morals.

◆ In the event that the exhibitor has exhibited items that are prohibited or regulated, regardless of whether this is before or after the exhibition application, the organizer shall be able to order the exhibitor to remove the offending items and the exhibitor must comply with this order.

◆ In the event that changes are made to the exhibit content as detailed in the exhibition application form, such as company/organization name, or products and services, these must be informed promptly in writing to the organizer.

◆ With regard to the method of exhibition and the bringing in and taking out of exhibit items and decorations, etc., to the exhibition venue, the exhibitor must comply with the regulations laid out in the "Exhibition Manual" supplied by the organizer.

◆ The exhibitor is not permitted to exhibit items, or engage in advertising or sales activities in any location, including aisles, etc., other than its own assigned exhibition booth. The exhibitor must not obstruct or interfere with exhibits in neighboring booths. The organizer shall judge, at its sole discretion, whether such obstruction has taken place and the exhibitor shall comply with the organizer's judgment.

◆ The exhibitor shall not engage in activities that cause a nuisance to other companies and organizations, including displays and demonstration with strong light, heat, odor, shaking or loud sound volumes. If the organizer judges that a display or demonstration is causing significant nuisance to other exhibitors, the organizer shall be able to direct the exhibitor to cease or change the content of the display or demonstration.

◆ Exhibitors must comply strictly with all the fire and safety laws and administrative regulations that apply in the exhibition venue.

◆ In the event that the organizer determines any acts to be harmful or disturbing to the visitors or other exhibitors (such as forceful sales practices, solicitation, defamation, interfering with other's marketing activities, fraud, or other similar activities) during or after the exhibition period, the organizer has the right to suspend an exhibit, or rule that future applications for exhibition shall be refused. The exhibitor shall comply with the ruling of the exhibitor in such cases.

◆ With regard to business consultations engaged in or contracts concluded by the exhibitor before, during or after the exhibition, these are business dealings between the exhibitor and the other party and the organizer shall not be held responsible in any way for such transactions. In the event that an action or failure to act on the part of the exhibitor results in a dispute arising with a third party, the exhibitor shall take responsibility for all costs relating to the resolution and handling of such a dispute and shall not cause disturbance or nuisance to the organizer. In addition, all damage, loss and costs (including legal costs incurred by the organizer) incurred by the organizer relating to such a dispute must be compensated by the exhibitor immediately.

◆ After receiving the approval of the organizer, the exhibitor may take photographs of the panoramic view of the exhibition venue that do not specify or single out the exhibitor's own booth or the booths of other exhibitors.

◆ The exhibitor shall provide a guarantee to the organizer that printed materials or other media about the exhibited items or related exhibit items do not infringe upon the trademarks, design rights, patents, utility model rights or any other intellectual property rights of third parties.

## 9. Exhibitor's Obligations

◆ If any third party asserts to the organizer that an exhibitor's acts related to its exhibition at infringes on such party's trademark right, design right, patent, utility model right or other intellectual property right, the exhibitor shall assume the obligation to settle such dispute with such third party on its own responsibility and not to hinder the normal and smooth proceedings of exhibition.

◆ The person responsible in the case of a Group Exhibition shall assume similar obligations as specified in the preceding paragraph for any claim concerning the infringement of intellectual property rights from any third party against the exhibitor who is a member of the said group.

## 10. Announcements and PR activities

◆ PR activities at the exhibition and in the exhibition guide shall be, in principle, limited to exhibitors who have applied to engage in PR activities on their application form and have been approved by the organizer. However, in the event that PR activities by related companies and companies or organizations within the same group or partnership take place, the approval of the organizer must be attained.

◆ The exhibitor must inform the organizer in advance if it has arranged for press and media representatives to attend the exhibition during the exhibition period to take media coverage.

## 11. Handling of personal and private information

◆ Exhibitors that acquire personal information through the exhibition must comply with the Personal Information Protection Act and other applicable laws and ordinances and ensure that such information is acquired in a legitimate and appropriate manner. The purpose for which the data is to be used should be disclosed and notified. Particularly in the case when personal information is to be provided to a third party, the exhibitor should gain the prior consent of the person or body from which the information is attained.

◆ The exhibitor should undertake appropriate management and administration of personal information gained through the exhibition, using "safety controls" as stipulated by law.

◆ In the event that the exhibitor is asked to disclose, revise, add, delete, stop usage of, or erase completely personal information gained through the exhibition, or is subject to a complaint regarding the personal information, the exhibitor should take legitimate and appropriate action in compliance with laws and ordinances.

◆ In the event that a dispute arises between the exhibitor and the person or body from which the personal information was attained or a person acting on behalf of the person or body from which the personal information was attained, concerning the acquisition, management and administration of personal information attained through the exhibition, the dispute should be resolved through discussion between the two parties. The organizer shall assume no responsibility whatsoever.

## 12. Damage liability

◆ The organizer shall not be responsible in any way for any damages or loss to persons and/or properties arising from any reason from the use of the exhibition space by the exhibitor, its employees or any other related parties.

◆ The exhibitor shall make immediate compensation for any and all damages to the structures or equipment in the exhibition venue and nearby areas and other damages incurred by the organizer that are caused by the negligence of the exhibitor's employees, agents or any other related parties.

◆ The organizer shall not be liable to compensate the exhibitor or related parties for any damages that are due to changes in the exhibition period or the suspension of the exhibition, either of which is directly caused by an act of God, or other force majeure.

◆ The organizer shall not be liable to compensate the exhibitor or related parties for any damages that are the result of natural disasters, traffic delays or social unrest.

◆ Exhibitors shall agree to assume the obligation to compensate the Organizer for legal costs, debts (including attorney's fee), necessary expenses, and other damages arising from a lawsuit based on the claims in the following cases:

(a) A lawsuit is filed against the Organizer based on the assertion that an exhibitor's acts related to its exhibition infringe such party's trademark right, design right, patent, utility model right or other intellectual property right (including the case where the Organizer becomes the accused together with the exhibitor).

(b) The Organizer assumes the obligation of compensating damages as a result of court judgment, or reconciliation whether judicial or non-judicial, with respect to the lawsuit as specified in (a) above. (In case of reconciliation, the Organizer shall not be bound by the exhibitor's intention.)

## 13. Obtaining the visa

◆ If an overseas exhibitor needs to make a visa, the exhibitor shall take responsibility to create, or follow the procedures for obtaining, the necessary documents.

◆ In principal, the organizer shall not issue, an invitation letter and a letter of guarantee according to the format designated by the Ministry of Foreign Affairs of Japan for any exhibitors. Exhibitors who cannot exhibit due to the inability to obtain a visa (i.e. Refusal by Japanese authorities, insufficient process time) shall not have the right to claim against the organizer compensation for damages arising therein.

## 14. Changes and additions for the terms

◆ Exhibitors agree to obey the decision of the organizer about the any matter not provided in these rules.

◆ The organizer reserves the right to change or add rules by notification to exhibitors when they judge it is necessary for the aim of exhibition.

## 15. Governing Law

◆ The exhibition contract shall be governed by, and construed and interpreted in accordance with the laws of Japan.

## 16. Jurisdiction

◆ In case any disputes arise out of or in connection with the exhibition contract, the Tokyo District Court in Japan shall have the sole and exclusive jurisdiction.

It shall be deemed that the exhibitor submitted an application after having read and agreed to the items laid out above. The organizer will under no circumstances accept any subsequent future objections about items in these regulations.



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