

Terms and Conditions

1. Contract formation and withdrawal

With signing the reverse application form, the exhibitor and the organizer agree on the below terms and conditions of this exhibition contract.

2. Payment

Exhibitors are to make payment by the date as stipulated on the invoice. Payment is to be made by bank transfer, in Japanese yen with the transfer charges being paid by the exhibitor. Promissory notes and person/company checks are not accepted.

3. Cancellation charges

In principle, cancellations will not be accepted once the application form is received by the secretariat. Cancellations will be accepted only when the Secretariat deems it unavoidable, and in such cases the following penalties will be incurred based on the date when written notice of cancellation is received.

Until August 12, 2018	50% of the invoiced amount (including taxes).
After August 13, 2018	100% of the invoiced amount (including taxes).

4. Prohibited transfer of booths

The exhibitor cannot lend out, sell, exchange, or transfer usage rights of its own booth without the permission of the organizer.

5. Co-exhibitors

If two or more applicants exhibit jointly, one of them must submit the application as the representative and notify the organizer of the company names, etc., of co-exhibitor(s).

6. Booth Allocation

The booth allocation will be decided by the Organizer taking into consideration the content and size of the exhibition, order of application, past exhibition experience, the use of heavy goods and demonstrations. The Exhibitor must comply with the decisions made by the organizers.

7. Installation and removal of exhibits

The exhibitor shall decorate and move-in/ move-out all exhibits and displays within the period stipulated by the organizer. If the exhibitor needs to move in and out or transfer the exhibits during the open period, the exhibitor shall conduct such an operation after obtaining the approval of the organizer.

8. Cancellation of exhibition contract

In the event that any of the following cases apply to the exhibitor, the organizer shall be able to cancel the exhibition contract with the exhibitor without notice. In this event, if the organizer has been subject to damage, the organizer shall be able to demand compensation for damage from the exhibitor.

- Non-payment of all or part of the exhibition fees.
- Exhibition of prohibited items or failure to comply with the regulations stipulated by the organizer.
- Use of the exhibition booth for purposes other than those of the exhibition.
- In the event that any of the following apply to the exhibitor: demand to cease trading or seeking of protection from creditors, temporary suspension of business, forcible court execution, foreclosure sale, special clearance of assets, bankruptcy, civil rehabilitation proceedings, corporate rehabilitation proceedings, or company liquidation.
- The exhibitor has been punished for dishonoring a check or defaulting on payment.
- The exhibitor has been punished for delinquency in payment of taxes and public dues.
- The exhibitor has caused a gross loss of trust in the organizer.
- The exhibitor has infringed these regulations or the provisions of the "Exhibition Manual," which are based on these regulations.

9. Use of the exhibition space

Advertisement and sales activities shall be conducted within the booth space. Each exhibitor shall be responsible for avoiding congestion due to advertisement activities at the passage near the booth. Decoration and other articles shall not exceed the border of the allocated space. The organizer shall have the authority to prohibit or remove any conduct against the purpose of the exhibition such as decorations and exhibit items that are regarded to be a problem arising from any sound, operating manners, materials or other reasons.

If the abovementioned prohibition or removal is exerted, the organizer shall not bear the burden for any repayment or any other related expenses to the exhibitor.

10. Exhibition management and waiving of responsibility

The organizer will do its best to efficiently manage and secure the exhibition as a whole including items displayed by engaging security guards. However, the organizer shall not be held liable to compensate for losses and/or damages resulting from any reasons.

11. Guaranty

Exhibitors shall guarantee the Organizer that the exhibits, the related printed matters or other media do not infringe any third party's trademark rights, design rights, patent, utility model rights or other intellectual property rights.

12. Exhibitor's Obligations

(1) 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.

(2) 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.

13. Compensation for damage:

(1) The exhibitor shall be responsible for any damage to exhibition facilities, building structures or injury accidents owing to negligence or other reasons of the exhibitor or its agent.

(2) 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.)

14. Show cancellation

The organizer, based on its own judgment, may change the period of or cancel the exhibition if the land or structure used for the venue becomes inappropriate for use, or if the show is interrupted owing to a legitimate cause. In such cases, the organizer shall not be held liable for resultant damages, cost increases, or any other problems.

15. Invitation

The organizer will not publish invitation based on the Ministry of Foreign Affairs of Japan.

16. Obtaining the visa

If an overseas exhibitor needs to obtain 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 the inability to obtain a visa (ie. Refusal by Japanese authorities, insufficient process time) shall not have the right to claim against the organizer compensation for damages arising therein.

17. Observance of regulations

The exhibitor hereby agrees to observe the regulations set by the organizer as part of this contract and to abide by them. In addition, the exhibitor shall interpret all the regulations set by the organizer as aiming to preserve the benefits of this exhibition and agrees to cooperate in the execution of said regulations.

18. 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.

19. Governing Law

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

20. 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.