



## Article 10 Prohibition of Sublease, etc. of Booths

Exhibitors shall be prohibited from selling/purchasing, subleasing, assigning, lending or exchanging mutually with a third party or another Exhibitor its booth allocated to the Exhibitor, wholly or in part, without the prior written permission of the organizer.

## Article 11 Handling of Joint Exhibition

If two (2) or more companies jointly apply for exhibit, one (1) representing company (hereinafter referred to as the “Representative Exhibitor”) shall make an application and notify the organizer of the company names/ contact names of joint exhibitor(s) at the time of application, etc. Please note that contacting or articles provided to visitors will be sent only to the Representative Exhibitor; however, with respect to posting of the list of Exhibitors or Exhibitors’ information on the official Website or articles provided to visitors, the joint exhibitor(s) will be handled in the same manner as the Representative Exhibitor. The Representative Exhibitor shall cause the joint exhibitor(s) to comply with the Exhibition Contract. The Representative Exhibitor and the joint exhibitor(s) shall be obligated to jointly and severally perform obligations of Exhibitors provided for in the Exhibition Contract.

## Article 12 Installation and Removal of Exhibits, etc.

- (1) Exhibitors shall strictly observe the date and time notified by the organizer for carry-in to the Hall and installation of exhibits; however, installation of exhibits in the booths shall be completed no later than the day before the opening of the exhibition. If an Exhibitor has not started installing its booth by 17:00 the day before the opening and without notice, the organizer shall have the right to use such booth by the method deemed appropriate by the organizer regarding that the Exhibitor has withdrawn an intention to exhibit. In doing so, the organizer will not refund any exhibition fee in accordance with Article 5 deeming that the Exhibitor has cancelled the Exhibition Contract as of that date.
- (2) Exhibitors shall continuously exhibit and conduct sales activities during the business hours through the Exhibition period.
- (3) Exhibitors shall agree that they will not, at places adjacent to other booths, build its booth by the method that may interfere with the adjacent booths in any manner.
- (4) Exhibitors shall start the work for carry-out, transfer or carry-in of exhibits, etc. during the exhibition period after obtaining the organizer's approval.
- (5) Exhibitors shall be responsible for removing exhibits and decorations, etc. in the booths by the time specified by the organizer in the Exhibitor Manual. With respect to any goods or items left in the booth, the organizer will remove them and bill the Exhibitor for the expenses required for the removal, deeming that the Exhibitor has waived the ownership thereof.

## Article 13 Use of Exhibition Hall

- (1) Exhibitors shall engage in operation with making efforts not to hinder activities of other Exhibitors and visitors, and when instructed by the organizer, they shall act in compliance with the instruction.
- (2) Demonstration or other advertising and sales activities shall be allowed only in the company’s booth. Each Exhibitor shall have responsibility to keep nearby aisles from being crowded because of its demonstration or advertising activities.
- (3) If an Exhibitor serves food and drink in its booth, it shall pay its most careful attention for procurement and provision of the merchandise as well as procurement, storage, cooking and provision, etc. of raw materials. The Exhibitor shall, in accordance with the Exhibitor Manual separately prescribed by the organizer, take optimum measures to prevent food poisoning, contamination by foreign materials or any other results that would be harmful to humans.
- (4) If an Exhibitor conducts or is liable to conduct an act that falls under the following matters, the organizer shall have the authority to restrict/remove it, or change the booth position, exclude from the Hall or refuse entry to the Hall against the Exhibitor at the organizer’s judgment. Additionally, Exhibitors shall agree to immediately respond thereto in accordance with the organizer's instruction and request. In such a case, the organizer will not assume any responsibility to the Exhibitor, including refund of the exhibition fee or compensation of damage, etc.
  - (i) Exhibition/demonstration or other advertising and sales activities which are determined inappropriate for the objective of the Exhibition or exhibit targets
  - (ii) Exhibition of exhibits which infringe or threaten to infringe on a third party’s intellectual property right or its application, or exhibition of exhibits which imitate, copy or threaten to imitate, copy the product’s model/design which have already been publicized/exhibited publicly or have been commercially marketed before the start of the Exhibition
  - (iii) Acts which may be obstacle to operation/hall maintenance/

- management/maintenance of order of the Exhibition, such as acts which violate or threaten to violate the fire protection regulations
- (iv) Cases where sound/odor/light/vibration will arise in exhibition/ demonstration/other advertising and sales activities of exhibits or cases where complaints may be raised by other Exhibitors and visitors
- (v) Acts which mislead visitors such as putting false or excessive indication relating to exhibits
- (vi) Religious activities, political activities or any other acts recognized to be intended to disseminate specific thoughts or beliefs
- (vii) Any other acts similar to the preceding items, which are deemed inappropriate by the organizer

## Article 14 Duty to Cooperate

- (1) Exhibitors shall comply with requirements made by the organizer concerning provision of goods, portfolios, product information or comments necessary for holding the Exhibition and any other cooperation.
- (2) Exhibitors shall permit the organizer or the organizer’s designee to use photos shot at the Exhibition, videos or other data on printing media, publications, Internet or TV broadcasting, etc. for PR purposes.

## Article 15 Handling of Personal Information

- (1) The organizer and Exhibitors shall comply with applicable laws and regulations/rules, including the Personal Information Protection Act and the Guidelines of Personal Information Protection Commission, when they handle “personal information” in performing the Exhibition Contract.
- (2) Exhibitors must, if they provide “personal information” acquired through exhibition, etc. to a third party, obtain the consent of the principal of such “personal information.” In the event a dispute, etc. arises with the principal of “personal information” acquired through exhibition, etc., the Exhibitor shall resolve the dispute at its expense and on its own responsibility, whereas the organizer will take no responsibility for the dispute.
- (3) The organizer shall properly manage “personal information” obtained from Exhibitors/visitors or by holding the Exhibition, based on the organizer’s Personal Information Protection Policy. The organizer shall be entitled to provide the Exhibition operation cooperators (foundation work, electricity and PR, etc.) with Exhibitors’ “personal information.” Furthermore, the organizer may use it for communication/announcement concerning the Exhibition and other businesses conducted by the organizer.

## Article 16 Compensation for Damages

- (1) The organizer shall pay its most careful attention for management/ maintenance of entire Hall by allocating security guards and so forth. The organizer will not be liable for any losses/damages incurred by Exhibitors or third parties including visitors, for whatever reasons such as fire or theft, except for cases where they are caused by reason attributable to the organizer.
- (2) If an Exhibitor inflicts damage on the Hall or Hall facilities, or other Exhibitors and visitors, etc. due to the exhibition and activities in its booth, the Exhibitor (including Exhibitors’ related persons such as visitors to the booth) shall take the full responsibility for the damage, regardless of whether there was a negligence of the Exhibitor or not, and the organizer will not be obligated to compensate therefor.
- (3) In the event damages are caused to the organizer due to reasons attributable to an Exhibitor, the Exhibitor shall compensate for the damages.
- (4) The organizer will not be responsible for any accidental typographical errors in the Exhibition media materials or data, etc.

## Article 17 Insurance

The organizer recommends Exhibitors to take out non-life/accident insurance for those deemed necessary during the period from the start of carrying exhibits into the Hall to removal.

## Article 18 Postponement/Cancellation of Exhibition

- (1) If the organizer determines it difficult to hold the Exhibition due to acts of God, epidemics (including widespread epidemic of infectious disease and regional epidemic near the Exhibition Hall), serious failure of social infrastructure (including electricity, communication and traffic facilities), terrorisms, exercise of public power or any other force majeure, the organizer may determine to postpose or cancel the Exhibition (including cancellation and temporary suspension during the Exhibition period; the same shall apply in this article).

- (2) If the organizer cancels the Exhibition pursuant to the preceding paragraph, the organizer will not be liable for any damages incurred by Exhibitors due to the cancellation; provided, however, that if the organizer cancelled the Exhibition before the opening, the organizer would refund the balance, if any, after deducting miscellaneous expenses, etc. (including expenses to which payment obligation arose before the date of deciding the cancellation) from the exhibition fee. The refund of the exhibition fee by the organizer to Exhibitors shall be limited to the case which is clearly stipulated in this article.
- (3) If the organizer postpones the Exhibition pursuant to Paragraph 1, the exhibition fee paid by Exhibitors shall be appropriated to the exhibition fee of the exhibition so postponed; provided, however, that if an Exhibitor notifies the organizer that the meaning of attending the Exhibition would be seriously affected in terms of the Exhibitor’s sales activities due to significant postponement and when the organizer accept it, the Exhibitor may terminate the Exhibition Contract. In such a case, the organizer shall return the exhibition fee pursuant to Paragraph 2 of this article.
- (4) Even when the Exhibition is cancelled or postponed, the organizer shall not assume any obligations to Exhibitors, except for the refund provided for in Paragraphs 2 and 3 of this article.
- (5) If the Exhibition is cancelled for reasons attributable to the organizer, the organizer shall refund the full amount of the exhibition fee to Exhibitors. In such a case, Exhibitors shall not make any claim against the organizer for damage to be incurred due to the cancellation of the Exhibition.
- (6) If the Exhibition is postponed for reasons attributable to the organizer, Exhibitors may terminate the Exhibition Contract. In such a case, while the organizer will refund the full amount of the exhibition fee, Exhibitors shall not make a claim for damages against the organizer, even if any damages are incurred by Exhibitors due to the postponement of the Exhibition.
- (7) Besides the provisions of Paragraph 1 of this article, in the event that damages are possible to be caused to the life/health/assets of Exhibitors, visitor or the organizer, etc. (including those involved in operation of the Exhibition), the organizer may, at its discretion, determine postponement or cancellation of the Exhibition. In such a case, the organizer may apply the provisions of this article.

## Article 19 Termination

- (1) If an Exhibitor falls under any of each item below, the organizer may immediately terminate the Exhibition Contract without notice or demand, or making compensation to the Exhibitor.
  - (i) When the Exhibitor is subjected to a petition for attachment, provisional attachment, provisional disposition or auction, or demand for tax in arrears or preservative attachment as to its owned property or right (provided, however, that excluding the case where it is subjected to attachment or provisional attachment as a third-party debtor)
  - (ii) When the Exhibitor suspends payment or a petition for commencement of bankruptcy, civil rehabilitation procedures or corporate reorganization procedures is filed
  - (iii) When the Exhibitor receives dishonored check notice or suspension of transactions by clearing house
  - (iv) When the Exhibitor receives business license revocation or business suspension order by the supervisory authority
  - (v) When the organizer determines that the Exhibitor or exhibits planned to exhibit are not suitable for the objective of the Exhibition or exhibit targets, or when the organizer determines that attendance at the Exhibition by the Exhibitor will socially lack the appropriateness due to occurrence of civil, criminal or administrative problem, or committing an illegal or unjustifiable act, criminal act or otherwise
  - (vi) When the Exhibitor is uncovered to be an organized crime group, a group involved with an organized crime group or its related person or any other anti-social forces, or when the Exhibitor is uncovered to be exploiting such anti-social forces
  - (vii) When the Exhibitor does not transfer the exhibition fee by the due date set forth in the “invoice”
  - (viii) When the Exhibitor breaches any of each provision of these Rules and notwithstanding the demand given by the organizer, the breach has not been cured within the reasonable period set by the organizer

- (2) If the organizer terminates the Exhibition Contract pursuant to this article, the Exhibitor shall not be exempt from payment of the full amount of the exhibition fee. Even if the Exhibitor has paid the exhibition fee, the organizer shall not be obligated to refund it.
- (3) If the organizer terminates the Exhibition Contract pursuant to this article, the organizer will not be liable for compensating damages, even if damages are incurred by the Exhibitor. Furthermore, the organizer shall not be prevented from making against the Exhibitor a claim for damage as to the damage incurred by the organizer.

## Article 20 Language

The governing language of these Rules shall be Japanese. If there is any discrepancy in interpretation with the Rules translated in English, the Rules in Japanese shall be applied.

## Article 21 Agreed Jurisdiction

Lawsuits in relation to the Exhibition Contract shall submit to the exclusive jurisdiction of the Tokyo District Court at the first instance.