

# [2018] Terms and conditions of exhibition

## • Exhibition applications

Anyone applying to be an exhibitor must fill out the prescribed form on the website, “Biwako Environmental Business Exhibition” (<http://www.biwako-messe.com>). Send the data to the organizers, and then download the official application form (exhibition application form). Submit it to the organizers after having a representative stamp it with their official seal or “hanko.” **It will be understood that the applicant agrees to the contents of these exhibition terms and conditions as of the moment the organizers receive the exhibition application form. The exhibition contract between the exhibitor and the organizers shall be deemed to have been concluded as of the day on which the organizers notify the applicant of the acceptance of the application upon receipt of the application form.**

The organizers may cancel the application without the applicant’s consent if the exhibition application form is not submitted to the organizers by the deadline for the application or within two weeks after reception of the form data via the website, whichever comes earlier. If the contents of the exhibit are judged by the organizers as non-conforming to the aims of the exhibition\*, the organizers may refuse to accept the exhibit or may rescind their acceptance of the exhibit. The organizers shall bear no responsibility for any losses incurred under such circumstances, nor be obligated to disclose the standards or grounds used for such judgment.

## • Payment of exhibition fees

After approval of the exhibition application, the organizers request each exhibitor payment of exhibition fee and overhead expenses including electricity and some other expenses for the exhibition.

The exhibitor must pay the exhibition and other fees in total by the date specified by the organizers. **Should payment not be made by the deadline, the organizers shall cancel the approval of exhibition without exhibitor’s consent** unless the organizers previously agree on delayed payment.

The exhibition and other fees should be paid by bank transfer, and **the transfer processing fee is the responsibility of the exhibitor.**

## • Exhibition cancellation

Neither exhibition cancellation nor reduction in booths requested will be allowed once the exhibition contract is concluded. However, if an exhibitor needs to cancel an exhibition or reduce the number of booths due to unavoidable circumstances, the exhibitor must provide the organizers with written notification and pay the cancellation fees shown below. If the exhibition fee has not been paid as required, the exhibitor must pay an amount described below by the date specified by the organizers.

If the exhibitor has paid the exhibition fee that exceeds the cancellation fee described below, the excess amount will be returned by the organizers.

Date on which written notification of exhibition cancellation is received	Cancellation fee	
	Cancellation	Booth reduction
After June 15, 2018	Entire exhibition fee	Entire booth reduction portion*

\* For a standard-size booth, this amount will be “(initial number of booths applied for - number of booths after reduction) × ¥206,000.”

\* For a custom-size booth, this amount will be “(initial area applied for - area after reduction) ÷ 9 m<sup>2</sup> × ¥103,000.”

## • Handling joint booths

If two applicants intend to exhibit jointly, one of them must apply as the representative, and the organizers must be informed regarding the joint exhibitor at the time the application is submitted. Communication and exhibition fee invoicing will be done through the representative, but all responsibility for the exhibit will be held collectively by both exhibitors. A joint exhibit cannot be entered by more than two exhibitors.

## • Determining booth location

**The organizers will determine the location of booths, taking into account such factors as exhibit contents, booth configuration, the number of exhibitors, and the layout of the exhibition site.**

Even if changes occur to the exhibition site layout due to such factors as the number of exhibitors and the number of booths, exhibitors may not object or claim liability reparation against the organizers. Booth location is determined entirely at the discretion of the organizers.

## • Booth construction, decoration, and materials

When it comes to booth construction, decoration, and materials used, exhibitors must abide by these exhibition terms, the exhibition manual given out at the exhibitors’ information meeting, and standards stipulated by safety regulations established by national and local governments as well as the exhibition site.

## • No subleasing of booths

Exhibitors may not sublease, sell, trade, or otherwise transfer their own booth(s) to a third party without prior approval of the organizers.

## • Exhibition site management and exemption from liability

When it comes to management and maintenance of the exhibition site, the organizers will make their best efforts to prevent accidents through measures that include the posting of security officers. However, the organizers will not provide security inside exhibition booths. The organizers take no responsibility for any loss or damage that may occur for any reason, including theft, loss, or damage to exhibited items and materials, or for any personal injury resulting from the use of the exhibition booth.

## • Exhibition cancellation or suspension

Should the exhibition become impossible to host or difficult to continue hosting due to a natural disaster or unpredictable occurrences, the organizers reserve the right to cancel or suspend the event. Also, the organizers shall bear no responsibility for any losses incurred due to such cancellation or suspension.

## • Legal protection

The organizers shall bear no responsibility for any copying of ideas or for any troubles involving business negotiations that may take place at the exhibition. Intellectual property, including new industrial designs, patents and other special knowledge, is the responsibility of exhibitors, and exhibitors should take their own protective measures.

## • Behavioral restrictions at the exhibition site

- (1) Exhibitors may not exhibit anything that does not conform to the aims of the exhibition or is not indicated in the “exhibit contents” section of the application form.
- (2) Exhibitors may not exhibit or advertise in aisles, rest areas, outside the exhibition area, or anywhere else outside their own exhibition space, without prior approval of the organizers.
- (3) Exhibitors may not give demonstrations involving strong lights, heat, odors, or loud sounds that may disturb visitors or other exhibitors.
- (4) If the organizers judge that an exhibit or an exhibitor’s behavior is critical of or offensive toward a particular company, organization, individual, another exhibitor, or the contents of another exhibit, or that an exhibit or an exhibitor’s behavior compromises the safety of visitors or the maintaining of order at the exhibition site, the exhibitor must follow the instructions of the organizers and discontinue the exhibit or behavior in question. In such instances, the organizers have no responsibility to provide any monetary compensation to the exhibitors including for exhibit expenses, or to refund any payments made including exhibition fees.
- (5) No merchandise sales can take place at the exhibition site with the exception of food, beverages, and publications specially permitted by the organizers.

## • Abiding by the exhibition terms

All exhibitors must agree to abide by the exhibition terms and conditions and the exhibitors’ manual given out at the exhibitors’ information meeting. If these exhibition terms and conditions are violated or if the organizers judge that an exhibitor has otherwise behaved inappropriately, the organizers can cancel that exhibitor’s exhibit regardless of whether the exhibition has begun or not. However, the organizers are in no way responsible for any losses resulting from such a cancellation.

## • Exclusion of antisocial forces

All exhibitors must avow that they do not fall into a category associated with any antisocial force (i.e., an underworld organization or its associated groups as determined under the Act for the Prevention of Wrongful Acts by Members of Organized Crime Groups). In the event that an exhibitor is identified as falling into such a category or having a socially reprehensible relationship with any antisocial force, the organizers may cancel that exhibitor’s exhibit without notice.

These terms and conditions of exhibition will be in effect as of the moment the organizer receives the exhibition application for “Biwako Environmental Business Exhibition 2018”