

# **Terms & Condition**

#### Contract formation and withdrawal

Contract will be officially confirmed at the time the Secretariat receives the application form.

### • Prohibition of subletting of booths

Exhibitors may not sublet, buy and sell, exchange, or transfer their company's booth without the approval of the Organizer.

#### . Handling of joint displays

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.

#### • Installation and removal of display items, etc.

Exhibitors must install and remove booth decorations and display items according to the schedule set by the Organizer. Exhibitors installing, moving, or removing display items during the exhibition period shall do so only after obtaining the approval of the Organizer.

#### Use of venue

All advertising and sales activities shall be conducted strictly within the booths.

Each Exhibitor assumes responsibility for ensuring that the aisles surrounding their booth do not become crowded as a result of their advertising activities. In addition, Exhibitors shall agree not to construct their company booths in a way that impedes neighboring displays in any way whatsoever.

Should a complaint be made by a neighboring booth and the Organizer considers it necessary for the operation of the Exhibition to modify the booth, the Exhibitor of the booth in question shall agree to said modifications.

The Organizer reserves the right to restrict display items that they believe will cause problems due to noise, method of operation, materials, or other reasons, and to prohibit or remove display items that they consider incompatible with the purposes of the Exhibition. This right shall apply to all persons, items, actions, printed materials and behaviors that the Organizer considers to be a problem.

In the case of the restriction or removal described above, the Organizer shall not be liable for any refund to the Exhibitor or for other costs of display. Exhibitors shall agree to observe all terms and conditions and the contents described in the 'Exhibitor's Manual' for displaying items and advertising activity.

### • Administration of and discharge of liability for display items

Regarding the administration and security of display items, while the Organizer will arrange security personnel and take other measures to endeavor to prevent incidents from occurring, the Organizer is not liable for loss or damage sustained from any cause whatsoever.

### • Compensation for damages

Exhibitors shall accept liability for all damage to venue facilities, display structures or persons, etc. sustained as a result of negligence or other cause attributable to the Exhibitor or their representative.

#### Obligations of the Exhibitor

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.

#### Prohibition of exhibition, distribution, presentation of data/materials gained by animal testing

The exhibition, distribution, presentation of any data or materials gained by animal testing is strictly prohibited, both in the exhibition booth and the Exhibitor Technology Forum.

# • 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 applicant 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. However, if the organizer decides to cancel or suspend the exhibition prior to or after the start of the exhibition period, the organizer shall inform exhibitors about refunds after considering the overall situation.

### • Method of payment of exhibition fees

The Organizer shall, after receiving the application form, issue an invoice for exhibition fees from the Exhibition Secretariat to the Exhibitor. Exhibitors shall transfer payment of the exhibition fees in Japanese yen to the bank account designated below by the date listed on the invoice. Promissory notes, checks, etc. will not be accepted.

Bank Name: THE BANK OF YOKOHAMA,LTD.

**HEAD OFFICE** 

Account No: Checking Account/220-6256415 (SWIFT Code: HAMAJPJT)

Account Name: CITE JAPAN Exhibition management office

### . Display modification or cancellation policy

After application, in the event of unavoidable changes to the number of booths or cancellation of display, the following cancellation fees will be charged.

\*Please be sure to inform the Organizer of cancellation in writing. The cancellation fee will be calculated based on the date of arrival of the written instruction.

Before December 20, 2024 (Friday)	50% of exhibition fee
On and after December 21, 2024 (Saturday)	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 the Exhibitor has paid exceeds the applicable amount listed above, the excess amount will be refunded by the Organizer.

## Obtaining the Visa

If an overseas exhibitor needs to obtain a visa, the exhibitor shall take responsibility to make, 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.

### • Observance of policies

Exhibitors shall agree to observe all terms and conditions established by the Organizer as part of this contract. In addition, Exhibitors shall interpret all of the Organizer's terms and conditions as being for the protection of the interests of this Exhibition and cooperate towards the execution of the same.

## 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.

#### Governing Law

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

## • 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.