

How to Apply

After filling out the required information on the "Application Form", submit it to the Overseas Contact Office via fax or e-mail.

Application Deadline : October 15th (Mon), 2018

Since there is a limit to the number of booth spaces, if the exhibition scale that is desired by the organizers is reached before the deadline, the deadline will be cut off even if before the date above.

- 1 If there is no deficiency in your application form, the Overseas Contact Office will send you an invoice for the exhibition fee.
- 2 You are requested to pay your exhibition fee in full within three weeks of the issuance of the invoice.
- 3 Your application is deemed formally accepted and you are treated as an exhibitor on the payment of your exhibition fee.

Please send the application form to : SPACE MEDIA JAPAN (Overseas Contact Office)

5-1-2F, Kojimachi, Chiyoda-ku, Tokyo 102-0083, JAPAN

Tel: +81-3-3512-5670 Fax: +81-3-3512-5680 E-mail: tradefairs2019@smj.co.jp

Exhibition Rules

[1. Enforcement of Rules]

Exhibitors must abide by the rules and provisions set in this Exhibition Rules, the Exhibitor Service Manual/Order Forms (exhibition procedures) that will be presented by the Organizer, Detailed Exhibition Rules and Submission Documents delivered at the Exhibitor Explanation Meeting, its invoices, various documents and emails, etc. which will be presented individually by the Organizer (hereinafter referred to collectively as "Exhibition Rules, etc.") when participating in the exhibitions held in 2019 of the "NIKEE MESSE Shop, Office, House & Urban Innovation Exhibition Japan" (including "JAPAN INTERNATIONAL FRANCHISE SHOW," "JAPAN SHOP," "ARCHITECTURE + CONSTRUCTION MATERIALS," "RETAILTECH JAPAN," "SECURITY SHOW," "LIGHTING FAIR," "LED NEXT STAGE," and other special exhibitions and related events; hereinafter referred to collectively as the "Exhibition"). No agreement or memorandum of understanding other than the Exhibition Rules, etc. may be entered into when Exhibitors participate in the exhibitions. Each Exhibitor shall have the Exhibition Rules, etc. observed by its related parties, such as its directors, employees, shareholders and capital contributors, co-exhibitors, as well as its advertising agents serving as exhibition intermediaries, its exhibition space construction-removal service contractors, its commissioned exhibition operation service contractors and any other related parties to any agreement to be concluded on the Exhibition (including any party to which any of such parties re-outsources its service and any party to which any of such re-outsourcing service contractors outsources the service; the above-mentioned directors and such parties to the agreement are hereinafter referred to collectively as "Exhibitor-related Parties" and the Exhibitor and Exhibitor-related Parties are hereinafter referred to collectively as the "Exhibitor, etc."). If the Organizer determines that an Exhibitor, etc. has violated any of these rules, the Organizer has the right to, at any time (including during the move-in and the exhibition period), refuse the application for exhibition participation, including that for participation in the Organizer's future exhibitions, or revoke its approval for participation, as well as to order the removal of, or make change to, booths, exhibits or decorations, or to order to revise or suspend the demonstration method, or to order to suspend the provision of relevant services. The Organizer's decision standard and the reasons for such decision will not be disclosed. Even if the approval for Exhibitor's participation is revoked, the Exhibitor shall have to pay to the Organizer such cancellation fee as is set forth in the section [4. Cancellation] in these Exhibition Rules. If the Organizer or any of its related parties has incurred damage in an amount exceeding the said cancellation fee, the Exhibitor shall have to compensate such exceeding damage separately to the Organizer or any of its related parties. The Organizer shall not compensate the Exhibitor, etc. for any damage it incurred by the Organizer's refusal of the Exhibitor's exhibition application, by the revocation of participation, or to the removal of, or changes to, booths, exhibits or decorations, or to the revision or suspension of the exhibition demonstration method.

[2. Precaution for Exhibiting]

- 2-1 Exhibitors shall be limited to corporations and organizations providing products and/or services that meet the purpose of the exhibition prescribed by the Organizer. The Organizer may withhold the acceptance of the application, or refuse part of the applicant's exhibition or its participation itself if the Organizer determines, according to the participation standards prescribed by the Organizer at its own discretion, that an applying company/organization, its product or service is not appropriate for the exhibition (including but not limited to any circumstance falling under any of the following cases).
<Cases in which the Organizer will withhold the acceptance of the application or refuse part of the applicant's exhibition or its participation itself>
-Cases where there is any incomplete or false statement on the application form or other documents submitted by the applicant
-Cases where the Organizer determines that the content of the exhibits fails to meet the purpose of the exhibition
-Cases where the Organizer determines that the Exhibitor has infringed upon a third party's rights (intellectual property rights, likeness rights and so forth) or privacy
-Cases where the Organizer anticipates a complaint from other Exhibitors and visitors, etc.
-Cases where the Exhibitor itself has legally filed for bankruptcy liquidation proceedings or the Exhibitor is the subject of bankruptcy proceedings filed for by other party
-Cases where the Exhibitor has proved to be an anti-social force as set forth in [10. Exclusion of Anti-Social Forces]
-Cases where the Organizer determines that the exhibition is inappropriate
- 2-2 Exhibitors shall not sell any merchandise or service in a manner that involves payment in the exhibition hall (hereinafter referred to collectively as "Spot Sales"), excepting the sale of certain merchandises or services approved in advance by the Organizer.
- 2-3 Co-exhibition shall be made only if the number of booths is not less than the number of co-exhibiting company/organization. For example, two companies / organizations cannot co-exhibit in the space allotted for one booth.
- 2-4 The Organizer may withhold or refuse the participation of an applicant to the exhibition if the applicant is from any country or area that is on the WHO's list of areas with local transmission of any epidemic disease. An applicant not on such list may be required to submit relevant documents based on the decision of the Organizer.

[3. Application for Exhibition and Payment of Exhibition Fee]

- 3-1 The application for exhibition shall be submitted to the Organizer by the Exhibitor by a method specified by the Organizer. The application shall be deemed to be formally accepted by the Organizer when the Organizer dispatches, after receiving the application, an "Exhibition Application Acceptance" notice (by e-mail or post) to the Exhibitor. Any Exhibitor who plans to apply for participation in the Exhibition for the first time must submit to the Organizer attachments specified by the Organizer such as its company brochure, product catalog and certified copy of company registration by a method specified by the Organizer. The Organizer may request additional attachments separately for certain exhibitions. The Organizer may, at its sole discretion, withhold or refuse an Exhibitor's application if all the attachments are not submitted. The Organizer shall not return to Exhibitors the application, attachments and all the documents submitted. Exhibitors should retain the copies of such documents as their own records. Exhibitors may entrust any advertising agency approved by the Organizer with providing exhibition intermediary service.
- 3-2 The Organizer shall issue an invoice for payment of the exhibition fee to the Exhibitor (notwithstanding, unless otherwise stated, the invoice shall be issued to the advertising agency if it provides exhibition intermediary service to the Exhibitor. The same applies hereinafter in this section "3-2") after the Exhibitor's application has been formally accepted. The Exhibitor shall pay the exhibition fee by bank transfer to the designated bank account by the designated date by the Organizer (The Exhibitor shall bear the transfer fee and the remittance fee.). The Organizer has the right, in its sole discretion, to revoke an acceptance of Exhibitor's application if the exhibition fee is not paid by the date designated by the Organizer (The Organizer has the right to revoke regardless of whether the Exhibitor [excluding the advertising agency] has remitted the exhibition fee to the applicable advertising agency).

[4. Cancellation]

- 4-1 If all or part of an exhibit is to be withdrawn or cancelled due to circumstances on the part of the Exhibitor (including the if it serves as an exhibition intermediary), the Exhibitor (or the advertising agency if it serves as exhibition intermediary) shall notify the Organizer of such intention in writing by a method designated by the Organizer and pay the full exhibition fee as the cancellation fee. The cancellation fee shall be payable from the date when the Organizer has accepted the Exhibitor's application for exhibition.
- 4-2 If the amount of damage to the Organizer or its related parties exceeds the cancellation fee, the Exhibitor shall compensate such excess damage separately.

[5. Allocation of Exhibition Space]

- 5-1 The Exhibitor's space allocation will be determined according to floor plan/configuration arranged by the Organizer, in the Organizer's sole discretion. The Exhibitor does not have the right to select the location and shall accept all determinations made regarding such without objection. For exhibitions for which a draw is held to determine booth space allocation, the draw shall be held according to the exhibition's rules and the Exhibitor shall accept all determinations regarding such space allocation without objection.

- 5-2 The Exhibitor shall not, for any reason whatsoever, exchange with, or assign/lease out to, another Exhibitor or a third party all or part of their exhibition space that has been determined by the Organizer or set by booth space allocation draw.
- 5-3 The Organizer may, in its sole discretion, change the floor plan without obtaining the consent of the Exhibitor if the competent police department, fire department, health center or any other authorities instructs or orders, or if some application for the exhibition was cancelled.

[6. Submission of Documents]

The Exhibitor shall submit all the documents requested by the Organizer such as those prescribed in the Exhibitor Service Manual/Order Forms by the prescribed date in the prescribed manner. In the event of any delay by the Exhibitor, the Organizer or any of its related parties may not accept the application.

[7. Outlines of Rules on Exhibition]

- 7-1. The Exhibitor must be solely corporations or organizations described in the application form, and the content of the exhibit shall be as described in the application form. Please note that even their parent companies, subsidiaries or related/affiliated companies, as well as group/partner corporations or organizations, that are not listed in the application form may not be able to exhibit their products and services, and their name may not be able to be displayed in the Exhibitor's booth.
- 7-2. If any changes occur in the corporation/organization itself, or in the content of the exhibit stated in the application form or products and services listed in the documents attached to the application, the Exhibitor must promptly notify the Organizer of such changes by a method specified by the Organizer of such changes and obtain the Organizer's approval.
- 7-3. The manner in which decorations and exhibits are to be moved in and out of the exhibition site as well as the exhibition rules and regulations shall be prescribed in the Exhibitor Service Manual/Order Forms, which the Exhibitor, etc. shall comply with.
- 7-4. The Exhibitor, etc. shall not engage in any exhibits, advertising or Spot Sales activity in locations such as aisles, etc. Such activity is to take place only in the Exhibitor's assigned booth space. The Exhibitor also shall not obstruct the activities of neighboring exhibitors. The Organizer will determine, in its sole discretion, the existence/non-existence of such obstruction, and the Exhibitor shall accept this determination and follow any orders issued by the Organizer.
- 7-5. The Exhibitor, etc. shall not cause harm to, or disturb other Exhibitors, etc. and visitors, and shall neither use displays with strong light, heat, odor or loud sound, nor present any demonstration causing annoyance to them. If the Organizer determines that any display is causing considerable harm or disturbance to other Exhibitors, etc. and visitors, the Organizer may, in its sole discretion, suspend or change such display as the Organizer sees fit, which the Exhibitor shall obey. Moreover, as dangerous materials are prohibited from being brought into the exhibition hall by local fire prevention regulations, open flames (naked flames), smoke, smoke machines and neon tubes, etc. cannot be used for displays and/or performances.
- 7-6. Exhibitors, etc. are to strictly follow the venue's fire prevention and safety regulations.
- 7-7. Exhibitors, etc. may not engage in any acts that are harmful or disturbing to other Exhibitors, etc. and visitors (such as forceful sales practices, solicitation, defamation, interfering with other's marketing activities, etc.) during, before or after the exhibition period. If the Organizer determines that any of the Exhibitors has engaged in any of such acts, the Organizer may order, at its sole discretion, the exhibit to be suspended or decide that the future applications for exhibition shall be declined, with which the Exhibitor shall obey.
- 7-8. The Organizer shall not be responsible in any way for business talks held or the content of contracts entered into between Exhibitors and visitors during, before or after the Exhibition.
- 7-9. No photography or video shooting shall be allowed at the exhibition hall, except for the media or at the space authorized by the Organizer. Only in their own booth may Exhibitors take photographs or shoot videos, after notifying the Organizer of their intent to do so and receiving the Organizer's authorization.
- 7-10. The Organizer may decide, at its discretion and judgment, to cancel the participation by the Exhibitor, etc. if Exhibitor has breached any of the rules set forth in the immediately-preceding items, or if its exhibition or act is likely to cause other Exhibitors, etc. or visitors to lodge a complaint on such exhibition or act, or is likely to bring about any dispute at the exhibition venue, or has actually brought about any complaint or dispute there. In such event, the Exhibitor, etc. shall obey the instruction by the Organizer.

[8. Handling of Personal Information]

- 8-1. Exhibitors that acquire Personal Information through the exhibition, etc. must comply with Act on the Protection of Personal Information and other applicable laws and regulations. The purpose of utilization of Personal Information shall be notified or publicly announced. Especially in the event of intending to provide "Personal Information" to a third party, the Exhibitor must, unless otherwise allowed under the laws and regulations, obtain consent from the person which the Personal Information identifies.
- 8-2. Exhibitors must lawfully manage and take appropriate control over Personal Information in accordance with "Security Control Measures" as the Act provides.
- 8-3. If Exhibitors are requested by the person which the Personal Information identifies to disclose, correct, add, delete, discontinue utilization of or erase, or if such person expresses a complaint in the utilization of Personal Information acquired through the exhibition, the Exhibitors must take appropriate action as the laws and regulations provide.
- 8-4. If any dispute occurs between the Exhibitor and the person who the Personal Information identifies in relation to the usage of Personal Information acquired, handled and/or managed through the exhibition, the Exhibitor shall settle the dispute on its own responsibility. The Organizer will assume no responsibility whatsoever with regard to such dispute.

[9. Compensation of Damages]

- 9-1. The Organizer shall not be responsible in any way for any damages caused to any Exhibitor or a third party concerning its life, physical well-being, property, fame or reputation arising caused by the use of the exhibition space, printed matter or the Exhibitor's official website by the Exhibitor.
- 9-2. The Exhibitor, etc. shall make compensation without delay for any damages to the structures or equipment in the exhibition hall and nearby area or to equipment prepared by the Organizer caused by the Exhibitor, etc. regardless of whether such damages are caused by negligence or intent.
- 9-3. The Organizer clearly disclaims responsibility for any disputes with other Exhibitors or third parties about the Exhibitor's product or service. The Exhibitor must settle such disputes on its own responsibility and at its expense, and thus hold the Organizer harmless. If the Organizer incurs any loss or damage arising from such disputes, the Exhibitor shall duly and promptly compensate the Organizer for such loss or damage.
- 9-4. The Organizer shall not be liable to compensate the Exhibitor, etc. for any damages that are due to changes in the exhibition period or the suspension of the exhibition, either of which is caused by force majeure i.e. terrorism, domestic strife, war, strike, transportation delay, infectious disease, natural disaster or other reason for which the Organizer is not responsible.
- 9-5. The Organizer shall not compensate Exhibitors, etc. for any damages caused to them due to typographical errors contained in the floor map, website pages, guidebooks and other types of notices or advertisements.
- 9-6. The Organizer shall not be responsible in any way for any type of damage caused by the Exhibitor, etc. to other Exhibitors, etc. or visitors owing to the Exhibitor's act, including without limitation damage to one's life, physical well-being, property, fame or reputation, during the course of the exhibition period, including the move-in period. Any dispute with other Exhibitors, etc. or visitors shall be resolved by the Exhibitor at its sole and own responsibility.

[10. Exclusion of Anti-Social Forces]

- 10-1. The Exhibitor, etc. shall represent and warrant that they are not currently nor have they in the past been an anti-social force (anti-social force refers to any of the types of persons or organizations specified in items (i) through (viii) shown below)
(i) An organization that has been subjected to disposition under the Act on the Control of Organizations Which Have Committed Acts of Indiscriminate Mass Murder, or a person belonging to such organization, or other person having dealings with such organization or person, or an organization that is in the same category as the aforementioned type of organization, or a person belonging to such organization, or other person having dealings with such organization or person;
(ii) A person who has concealed, or is suspected to have concealed, crime proceeds or who has provided or received, or is suspected to have provided or received, crime proceeds, as set forth in the Act on Punishment of Organized Crimes and Control of Crime Proceeds, or other person having dealings with such person;
(iii) An organized crime group as defined in Article 2, Item 2 of the Act on Prevention of Unjust Acts by Organized Crime Group Members, its related organization and a member of such group or organization;
(iv) An organization or person such as a racketeer, socially-branded racketeering organization, politically-branded racketeering organization and specially-skilled crime group;
(v) An organization or person that pursues financial gain through making unreasonable demands with the use of a method based on violence, threat, blackmail and fraud;
(vi) A organization or person that pursues financial gain through making unreasonable demands by hinting at being related to any of the types of persons or organizations specified in items (i) through (v) (hereinafter referred to as "Anti-social Force Entity");
(vii) A corporation and other type of organization whose representative is an Anti-social Force Entity or that is controlled by an Anti-social Force Entity;
(viii) A corporation or organization at which an Anti-social Force Entity serves as director, executive officer, senior officer, corporate auditor, trustee, supervisor or equivalent officer.
- 10-2. If the Exhibitor has breached the former paragraph, the Organizer may cancel the Exhibitor's exhibition, and the exhibition fee paid by the Exhibitor is not refundable.

[11. Others]

- 11-1. The Exhibitor agrees that the Exhibition Rules and all the legal relationships based on the Exhibition Rules ("Exhibition Rules, etc.") shall be governed by the laws of Japan, and the Tokyo District Court shall have the exclusive jurisdiction of the first instance regarding any and all disputes that arise concerning the Exhibition Rules, etc.
- 11-2. The Organizer may, in its sole discretion, change the Exhibition Rules, etc. at any time without prior notice to the Exhibitor as necessary.

[12. Visas]

- 12-1. Foreign Exhibitors shall obtain visas on their own as necessary, as the Organizer can neither supply any documentation (invitation letters, etc.) for applying for such visas nor act as a visa guarantor.
- 12-2. Even if an Exhibitor cannot exhibit because of being unable to enter Japan for any reason, the Organizer shall not compensate for arising damages or refund the exhibition fee.