

# Exhibition Rules & Regulations

## 1. Qualifications

- The Exhibitor shall, at all times, faithfully adhere to all regulations set forth in the "Exhibitor Manual" as well as the Organizer's instruction.
- The Organizer reserves the right to determine whether the Exhibitor meets the object or purpose of Exhibition or not, and may reject or nullify the Exhibitor's application if the Organizer determines that the Exhibitor does not meet the object or purpose. The criteria or reason for the rejection or nullification will not be disclosed. In such case, the Organizer shall not be responsible for any expenses that the Exhibitor or applicant has spent by then or any other matters. The following cases shall also be the grounds for the rejection or nullification:
  - If there is incomplete or false statement in the application document.
  - If the intention or content of the Exhibit or participation does not meet the object or purpose of the Exhibition;
  - If the Exhibitor's participation or Exhibit actually conflicts with the third party and it is determined that such conflict may have a risk of negative impact on the operation of the Exhibition;
  - If the Exhibitor's participation or Exhibit has received a complaint, etc. from a visitor, other exhibitor, or any third party in the past, and is expected to receive a complaint, etc.;
  - If it is determined that the Exhibitor has violated these Exhibition Rules and Regulations; and
  - Other cases where it is determined that the Exhibitor's participation or Exhibit in the Exhibition is inappropriate.
- The Exhibitor will be deemed to agree to all of the descriptions above. If you do not agree these, please refrain from applying.

## 2. Exhibits

- All Exhibits are required to meet the object and purpose of the Exhibition and to have obtained prior approval of the Organizer.
- Exhibit that falls under the following items shall be prohibited:
  - Import/export prohibited Items, sale prohibited items, narcotic drugs, or other items prohibited by law;
  - Flammable, explosive, or radioactive items;
  - Items infringing or likely to infringe on industrial property rights or other intangible property rights;
  - Items using an open flame (except for the case where prior permission of the local fire authorities has been obtained);
  - Items not having obtained the prior approval of the Organizer;
  - Items receiving a cautionary instruction or warning from local authorities; or
  - Other items having a risk of violating related laws and regulations or the public order and morality.
- The Organizer reserves the right to restrict or prohibit the display of items other than those specified in the preceding paragraph if the items have a risk of interfering the normal operations before or even during the Exhibition.
- Both before or after the application for the Exhibition, if the Exhibitor displays the items prohibited by the paragraphs 2) and 3) above or any other articles, the Organizer will notify the Exhibitor to cease displaying the items or to comply with the restriction. The Exhibitor receiving the notice shall cease displaying such items or comply with the restrictions immediately.
- (1) In the event that the Exhibitor fails to follow the Organizer's instructions based on the preceding paragraph, the Exhibitor shall immediately pay, as a penalty, an amount equivalent to three times the cost of the booth fees. The Organizer may, at the Organizer's discretion and at the Exhibitor's expense, remove or take necessary measures for the items on behalf of the Exhibitor. In this case, the Exhibitor may not pursue any liability or responsibility of the Organizer.
  - The Exhibitor shall agree to the preceding sub-paragraph before applying to the Exhibition. The Organizer will not accept any objection to above rules in the future.
- All overseas items to be exhibited should undergo the appropriate customs clearance procedures so that such items may be treated as domestic cargo, as well as, if necessary, obtaining an ATA Carnet.

## 3. Layout of Booths

The Organizer shall determine, at the Organizer's sole discretion, the booth layout taking into account the previous results (such as the number of participation in the Organizer's Exhibition), the number of booths, Exhibit, whether a demonstration to be held nor not, and the order in which application is received.

## 4. Exhibition Period and Open Hours

The Exhibition will be held from March 5th (Tue.) to 8th (Fri.), 2024 for 4 days.  
 Open hours: March 5th (Tue.) to 7th (Thu.), 10:00 to 17:00. March 8th(Fri.), 10:00 to 16:30.

## 5. Booth Fees (Applicable to Category Zone Exhibitors)

For those who submit this application ("the Contract") to the secretariat office by July 31st, 2023(Mon), the early bird applicant discount fee will be applied as follows (excluding the consumption tax):  
 "Space Only" Type  
 ・JPY 430,000 per booth (exclude 10% consumption tax)  
 (JPY 474,000 per booth include 10% consumption tax)  
 For those who submit this application ("the Contract") to the secretariat office by September 29th, 2023(Fri), the regular booth fee will be applied as follows (excluding the consumption tax)  
 "Space Only" Type  
 ・JPY 500,000 per booth (exclude 10% consumption tax)  
 (JPY 550,000 per booth include 10% consumption tax)  
 Booth size:  
 9.0sqm (2.97m (W) x 2.97m (D) x 2.7m (H))  
 ※The consumption tax rate that is applicable on the last day of the Exhibition shall be applied.  
 ※1 Note  
 If there is a change in the tax rate after the Exhibitor has made payment and any shortage occurs, the Exhibitor shall pay the amount of such shortage.  
 ※Overseas Exhibitor Processing Fee JPY 4,000. (exclude consumption tax, JPY 4,400. include consumption tax) shall apply to each application.  
**(National Pavilion Organizer)**  
 ・JPY 60,000 per 1 square meter (exclude 10% consumption tax)  
 ・JPY 66,000 per 1 square meter (include 10% consumption tax)  
 ・Overseas Exhibitor Processing Fee : JPY 4,400 including 10% consumption tax shall apply to each application.  
 ・9 square meter is minimum to apply

### <The Booth Fee includes the following items>

- The base of booth as basic equipment (system-panel / back and side vinyl finishing walls);  
 ※The costs for additional items such as carpeting, company name plates, tables, and shelves, shall be borne by the Exhibitor.
- Electrical insulation work: a work of main electrical line construction of the primary side up to 100 V / 300 W;
- Booth number plate;
- General security of the hall premises during the exhibition period (including the period for carrying in and out);
- Air conditioning and lighting during the exhibition period (including the period for carrying in and out);
- Cleaning up during the exhibition period (excluding the booth area, including the period for carrying in and out);
- Decoration of the hall premises;

## 6. Application for Exhibition Space

The method and deadline for application and the payment method and due date for the fees are as follows:

### <Method for Application>

Please apply by mailing (or registering) with filling in (or enter) all required items with the Application Form of the head of these Exhibition Rules & Regulation (or the application web page specified in the Exhibition web page). If you have not applied for the exhibition hosted by Japan Management Association before, please submit to the office a copy of your company profile (or company brochure) and a catalogue of products to be exhibited (or the Exhibitor's general product catalogue) before the application. The same applies if any changes in the content are made after the previous submission. You shall agree that your application may be denied if the content of your exhibition does not meet the object or purpose of the Exhibition.

### <Deadline for Application>

For Category Zone Exhibitor :  
 Early Bird Applicant: July 31st, 2023(Mon),  
 Final Applicant: September 29th, 2023 (Fri.)  
 ※The acceptance of application will be closed when the planned number of booths are filled.  
 National Pavilion Organizer: September 29th, 2023 (Fri.)

### <Submission Address>

FOODEX JAPAN Secretariat  
 Center for Management & HR Innovation, Japan Management Association  
 3-1-22, Shiba-Koen, Minato-ku, Tokyo 105-8522  
 Tel: +81-3-3434-3453  
 foodex@jma.or.jp <For Applicants from Japan>  
 foodexglobal@jma.or.jp <For Applicants from countries other than Japan>

### <Payment of Fees>

The office staff will send you an invoice in accordance with the Application Form. Please transfer the fees to the designated bank account. The bank transfer fees shall be your expenses.  
 \* Payment should be made in JAPANESE YEN ONLY.  
 \* Please inform and submit a transfer statement to us when the payment process is complete.  
 If the full payment is NOT made by the payment due date, your application may be cancelled and allocated to another applicant. A cancellation fee may also be applied.

### <Payment Due Date>

For Category Zone Exhibitor :  
 Early Bird Applicant: September 29th, 2023 (Fri.)  
 Final Applicant: October 31st, 2023 (Tue.)  
 For National Pavilion Organizer : October 31st, 2023 (Tue.)

## 7. Establishment of a Contract

The contract for exhibiting at the Exhibition (hereinafter "Contract") shall become effective between the Organizer and the Exhibitor at the submission of an invoice of booth fees or sending an email, etc., notifying such submission by the Organizer to the Exhibitor in accordance with the preceding section.

## 8. Management of Exhibits

- The Exhibitor shall carry the Exhibits in and out the booth, and manage and maintain the Exhibits within the booth at the Exhibitor's risk and expense.
- Except for cases attributable to the Organizer, the Organizer shall not be responsible for any damage and other accidents that occurred to the Exhibits including those caused by natural disasters or other force majeure events.

## 9. Prevention of Accident and Responsibilities

- The Exhibitor shall pay the utmost attention for carrying in, carrying out, displaying, demonstrating, removing, etc. of the Exhibits, and shall prevent the outbreak of any accidents or terrorism, or the infestation of infectious diseases, etc. (hereinafter "Accidents"). The Exhibitor shall be responsible if the Accidents occur.
- The Organizer reserves the right to order the Exhibitor to discontinue or restrict the Exhibitor's work or any other necessary measures to prevent Accidents, at the Exhibitor's expense, and the Exhibitor shall comply with such order without objection.
- Except for cases attributable to the Organizer, the Organizer shall not be responsible for the Accidents occurred.

## 10. Change or Cancellation of Exhibition

- The Organizer reserves the right to determine early closing, postponing, downscaling, changing the venue or cancelling the Exhibition due to the occurrence of natural disasters, terrorism, the infestation of infectious diseases, or other force majeure events, or the events not attributable to the Organizer.
- The Organizer reserves the right to cancel the Exhibition in case the Organizer determines that the object or purpose of the Exhibition will not be achieved based on consideration of the exhibition scale, contents of participation, and the prediction of number of visitors.
- The Organizer shall not be responsible for any loss or damage incurred by the Exhibitor or other third party in the case of 1) or 2) above.
- In case that the Organizer decides of early closing, postponing, downscaling, or change the venue of the Exhibition in accordance with 1) above, the Exhibitor shall pay all amount of the booth fees and option fees ("option fee" means the fee that arises from a direct contract between the Organizer and the Exhibitor other than the booth fee such as the fee with regard to the right for open 2 booths and the smart decoration; together with the booth fees, hereinafter "Fees"), and shall not refund the Fees.
- (1) In case that the Organizer decides to cancel the Exhibition in accordance with 1) or 2) above (hereinafter "Cancel Decision"), the Exhibitor that has paid all amount of Fees for the Exhibition at the time of Cancel Decision has the right to choose one of following options:
  - To participate in a similar exhibition to be held in the same fiscal year (a fiscal year shall be from 1st April to 31st March of the following year, the same shall apply hereinafter) (provided, however, that the Exhibitor shall pay the difference in case that the Fees for such exhibition exceed the Fees; the Organizer will refund the difference in case that the Fees for the canceled Exhibition exceed the Fees for such exhibition).
  - To participate in the same exhibition to be held in the next fiscal year; or
  - To receive a refund of 70% of Fees (including tax).

## 11. Cancellation by the Exhibitor

- The Exhibitor shall not withdraw or cancel whole or a part of the application for the Exhibition (including reducing the number of booths and option; hereinafter, the same shall apply) unless otherwise the Organizer accepts it.
- In case the Organizer accepts the withdrawal or cancellation of whole or a part of the application for the Exhibition by the Exhibitor, the Exhibitor shall pay the cancellation fee as follows:

Deadline	Cancellation Fee
FROM the next day of each application deadline (early, normal) TO the preceding day of the day described in the next column.	50% of the Fees (excluding tax)
FROM the day of the orientation meeting of the Exhibition that the Exhibitor attends, or the day of the announcement of booth layout, whichever comes first.	100% of the Fees (excluding tax)

The "deadline" set forth in the column above shall be judged at the point when the manifestation of intention of the withdrawal or cancellation of all or a part of the application for the Exhibition reaches to the Organizer. In addition, in case of the withdrawal or cancellation of a part of the application for the Exhibition, "Fees (excluding tax)" for the calculation of cancellation fee shall be the Fees (excluding tax) corresponding to such withdrawal or cancellation.

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## 12. Immigration Procedures

In case the immigration procedure is required for the Exhibition, the Exhibitor shall, at its own responsibility, complete all immigration procedures for entering Japan. The Organizer shall not be responsible for any procedures or expenses related to the immigration. If the Exhibitor cancels this Contract because of not receiving permission to enter Japan, the Exhibitor shall pay to the cancellation fee according to Section 11.

## 13. Move-in / Move-out and Venue Facilities

- Venue**  
 Tokyo Big Sight (Tokyo International Exhibition Center)  
 3-11-1 Ariake, Koto-ku, Tokyo, Japan 135-0063
- Move-in Period:**  
 March 2nd (Sat.), 2024 15:00 - 18:00  
 March 3rd (Sun.), 2024 8:00 - 18:00  
 March 4th (Mon.), 2024 8:00 - 18:00  
 ※Move-in time on March 4 (Sat) may change depending on prior work progress of Organizer's contractor.
- Move-out Period:**  
 March 8th (Fri.), 2024 16:30 - 22:00 (plan)  
 \* All work, including the removal of decoration materials, shall be completed within the period above. The end time may be changed. Please see the details in the "Exhibitor Manual".
- Standard Booth Design**
  - Base of Booth**  
 The Organizer will construct back and side panels (specification of system-panel, white vinyl finishing) uniformly. The Exhibitor shall be responsible for the decoration within the booth (display stand, shelf, etc.).
  - Standard Booth**  
 (i) One booth is approximately 9.0 sqm (2.97m (W) x 2.97m (D) x 2.7m(H)) at all zones, and multiple booths are aligned in single or double rows; provided, however, that the Organizer reserves the right to arrange an irregular booth layout in accordance with the participation scale, the condition of the Exhibit, etc.

### <Sample of One Booth>

#### <Booth Type>

##### A "Single Booth"


##### B "Peninsula Booth"


Category Zone Exhibitor: 6 booths or more  
 National Pavilion Organizer: 36sqm or more

##### C "Space Booth"(10 booths or more)


Category Zone Exhibitor: 10 booths or more  
 National Pavilion Organizer: 54sqm or more

#### Note:

- For any category zone exhibitor with 5 booths or less, "Single Booth" will be allocated.
- The category zone exhibitor that applies for 4 booths may be able to choose "Peninsula Booth" for fee at its discretion.
- The category zone exhibitor that applies for 10 booths or more is entitled to choose "Space Booth"; provided, however, that the location for "Space Booth" is limited.
- The partition of each exhibition booth will be set by the Organizer.
  - (specification of system panel, white vinyl finishing)
  - No partition will be set in case there is no adjoining booth.

#### c. Electrical Facilities

The Organizer will provide the main electrical line construction of the primary side up to 100 V (single-phase) / 300 W per one booth. The main supply circuit will be connected to the area of the booth and a switch will be installed. Additional connections and secondary wiring works, as well as electricity costs, shall be borne by the Exhibitor.

#### d. Water Supply and Drainage Facilities

The main water supply and additional piping works as well as the water charges shall be borne by the Exhibitor.

## 14. Expenses

- The Exhibitor planning to use electricity, telephone services, water supply equipment, etc., shall be required to submit separate applications and pay the fees charged by service contractor, etc.

- The Exhibitor shall be responsible for expenses for transportation, carry-in or carry-out, display, demonstration, or removal of the Exhibit or other expenses for Exhibitor's activities as well as an insurance premium for damages, etc., on the Exhibit and the Exhibitor.

## 15. Amendment of Exhibition Rules & Regulations

The Organizer reserves the right to amend these Exhibition Rules & Regulations when there are unavoidable circumstances. The Exhibitor shall agree to such amendment in advance and adhere to these new Exhibition Rules & Regulations after the amendment.

## 16. Prohibitions

- The Exhibitor is prohibited to engage in any of the following actions:
- To assign, sell, sub-lease, or offer as security the position or rights as the Exhibitor under this Contract, in whole or a part, without a prior consent of the Organizer;
  - To post or display a signboard, notice board, advertising sign, etc., inside, outside, or around the hall premises, except in the areas designated by the Organizer; except for the case where the Organizer approves in advance;
  - To carry in heavy-weight items, or items disturbing other exhibitors due to dirtiness, bad odor, etc.;
  - To perform acts which are in any way annoying visitors and other exhibitors (noise, bad odor, performance, etc.);
  - To cause any damage to hall property, including the booths.
  - To provide, or exhibit for a purpose to provide, any item or service for a fee at the Exhibition; except for the case where the Organizer approves in advance;
  - To stay overnight in the booth; or
  - Any other items prohibited in these Exhibition Rules & Regulations.

## 17. Termination of Contract

- In the event the Exhibitor falls under any of the cases below, the Organizer is entitled to terminate this Contract without giving any notice to the Exhibitor. In such cases, the Organizer may claim compensation for damage, if any, against the Exhibitor:
- Fails to pay all or part of the Fees;
  - Exhibits the prohibited items or violates these Exhibition Rules & Regulations or instruction of the Organizer;
  - Uses the booth for any purpose other than exhibiting at the Exhibition;
  - Fails to use the booth;
  - When a petition for dissolution or provisional seizure, provisional disposition, compulsory execution, auction, special liquidation, bankruptcy, civil rehabilitation, corporate reorganization or company liquidation is filed;
  - When a bill or cheque is dishonored;
  - When disposition for failure to pay public charges is ordered;
  - When a matter that significantly discredits the Exhibitor with the Organizer occurs; or
  - Violates any of these Exhibition Rules & Regulations or "Exhibitor Manual" or instruction thereunder.

## 18. Restoration of the Original State

In the event that this Contract is terminated due to cancellation, termination, expiration of the term (which shall be the expiration of the move-out period as set forth in Paragraph 3), Section 13), or for other reasons, the Exhibitor shall vacate the booth to the Organizer in the following manner:

- The booth should be restored to its original state; provided, however, that, in the event the Exhibitor fails to conduct restoration, the Organizer will restore and its costs shall be borne by the Exhibitor;
- In the event that there is any item which the Exhibitor leaves behind after the vacation of booth, the Organizer may, at its sole discretion, dispose of it, and its costs shall be borne by the Exhibitor;
- The Exhibitor, when vacating the booth, is not entitled to claim any necessary or beneficial expenses incurred for the booth, fixtures fittings or facilities, or removal expenses, compensation for removal, or premium, regardless of the reason or cause pertaining to the vacation. In addition, the Exhibitor is not entitled to demand the Organizer to purchase the fixtures or facilities in the booth established at the Exhibitor's expense; and
- In the event the Exhibitor fails to vacate the booth after the termination of this Contract, the Exhibitor shall pay the Organizer the amount equivalent to triple the amount of Fees for a period from the next day of the termination to the completion of vacation (calculated on daily pro-rata basis) as a penalty, and the sum of various expenses. In addition, in case any damage arising from the delay of vacation is incurred by the Organizer, the Exhibitor shall compensate the Organizer for such damage separately from the penalty.

## 19. Late Payment Charges

In the event the Exhibitor delays the payment under this Contract, the Exhibitor shall pay a late payment charge calculated at a yearly rate of 14.6%.

## 20. Spot Inspection

- Out of necessity for the maintenance of the building, sanitation, crime or fire prevention, rescue or other administration of the building, the Organizer or their

employee is entitled to enter the booth, inspect it, and take proper measures, after giving prior notice to the Exhibitor. In case of an emergency where the Organizer has no time to give said notice, a post-fact report will suffice.

- The Exhibitor shall co-operate with the Organizer in the case of the preceding paragraph.

## 21. Exhibition Rules

The Exhibitor shall, at all times, adhere to the "Exhibitor Manual" and instructions of the Exhibitor, as ancillary to these Exhibition Rules and Regulations.

## 22. Stay at Booth

The Exhibitor shall wear exhibitor badges designated by the Organizer at all time during the Exhibition period, and shall present in the booth at all times during the Exhibition hours in order to responding to the visitors and managethe Exhibits. It is important to ensure the booth area to be maintained safe at all times.

## 23. Microphones and Sound Volume Control

- Explaining Exhibit by using a microphone is in general prohibited. (For details, please refer to the Exhibitor Manual.)
- The sound volume created by the audiovisual equipment in the both or Exhibits shall be 70 decibels or smaller at a distance of 2 meters from the front of the booth.
- Live music performance is strictly prohibited within the hall premises.

## 24. Disposal of Waste

- The wastes from the exhibition, used materials, and all other wastes in and around the booth shall be removed by the Exhibitor.
- The expenses for the disposal work will be charged to the Exhibitor. The Exhibitor shall immediately pay it after receiving the invoice.

## 25. Decoration and Construction Work

- Decorations protruding from the space of partitions of the exhibitors is prohibited.
- No fixtures or signs may be placed on walkways in the hall premises.
- The height of all decorations should adhere to the heights stipulated in the "Exhibitor Manual", except for the case where the Organizer gives special permission.
- The use of the ceiling for exhibiting is prohibited without the approval of the Organizer.
- The Exhibitor shall comply with all instructions explained or notified by the Organizer.
- In the event that the Exhibitor violates any of the 1) to 5) above, and fails to comply with the Organizer's notification to correct such violation, the Organizer may remove the violating items or take other measures at the Exhibitor's expense. The Exhibitor shall not state any objection and make any claim against it.

## 26. Fire, Theft, and Other Incidents

- The Organizer and any individual, corporation or other entity that has employment, contract, business consignment, alliance, or cooperative relationships with the Organizer and the Exhibition (hereinafter "Organizers") shall not be responsible for any damage (any and all damage including breakage, disappearance or loss of each Exhibit) incurred by the Exhibitor and any individual, corporation or other entity that has employment, contract, business consignment, alliance, or cooperative relationships with the Exhibitor and visitors arising from fire, theft, or other accidents or incidents.
- The Organizers shall not be responsible for any accidental misspellings, omissions, etc., in any publications, such as invitation letters, information on the website, layout map of the Exhibition, promotional items, etc.
- If the Exhibitor or any individual, corporation or other entity that has employment, contract, business consignment, alliance, or cooperative relationships with the Exhibitor causes fire, theft or other accidents or incidents by intention or negligence and damages (any and all damage including breakage, disappearance or loss of each property) the Organizer or any third party including visitors, the Exhibitor shall compensate all damages immediately.

## 27. Privacy Policy

The Exhibitor shall manage any personal information obtained from the system services, such as the Internet and barcode, etc., provided by the Organizer pursuant to the privacy protection policy of the Organizer.

## 28. Jurisdiction

Any dispute arising from this Contract shall be subject to the exclusive jurisdiction of Tokyo District Court for the first instance.

## 29. Governing Law

The effect, interpretation, and performance of this Contract shall be governed by and construed in accordance with the laws of Japan.