Terms of Exhibition of TOKYO PACK 2021

Any exhibitor (hereinafter called the “Exhibitor”) who has an intention to participate in TOKYO PACK 2021 (hereinafter called the “Exhibition”) will be required to comply with the following terms and conditions provided in this Terms of the Exhibition (hereinafter called the “Terms of Exhibition”).

Article 1 Exhibition Contract and Right to Use of Booth
(1) The Exhibitor, who has an intention to participate in the Exhibition, shall fill in the application form to the Exhibition (hereinafter called the “Application Form”) as otherwise designated by JAPAN PACKAGING INSTITUTE, the organizer of this Exhibition (hereinafter called the “Organizer”), and send it to the Organizer.
(2) The Organizer will submit an application acceptance with an invoice (hereinafter called the “Acceptance and Invoice”) to the Exhibitor after the Organizer confirms the contents of the Application Form submitted from the Exhibitor and approves such application from the Exhibitor.
(3) The exhibition contract (hereinafter called the “Exhibition Contract”) shall be effective at the time of submission of the Acceptance and Invoice to the Exhibitor; provided, however, the Exhibitor shall not have any right to use the booth assigned until the Exhibitor fully pays all amount of the exhibition fees (hereinafter called the “Exhibition Fee”) within two months from the date on the invoice in accordance with the Article 3 of this Terms of Exhibition.

Article 2 Refusal of Application
The Organizer has the right to refuse or reject any application from the Exhibitor in case that the Organizer finds and decides the Exhibitor or any of its exhibition items may be inappropriate to this Exhibition or the purpose of it.

Article 3 Invoice and Payment of Exhibition Fees
(1) After the effective date of the Exhibition Contract based on the Article 1, the Exhibitor shall fully pay the total amount of the Exhibition fees within two months from the date on the invoice by means of telegraphic transfer remittance to such bank account as otherwise designated by the Organizer. The Exhibitor shall not pay such amount by draft. Any and all bank charges, commissions and other costs associated with such telegraphic transfer remittance shall be for the account of the Exhibitor.
(2) Any and all payments payable by the Exhibitor to the Organizer under this Terms of Exhibition shall be made in Japanese Yen.
(3) In case the Exhibitor fails to pay full amount of the Exhibition fees by the deadline the Organizer has the right to deem the Exhibition Contract between the Exhibitor and the Organizer to be canceled, and then, has the right to claim Cancellation Charges to the Exhibitor pursuant to the Article 4 hereof.

Article 4 Cancel after Application / Cancellation Charges
(1) After submitting of the Application Form to the Organizer, the Exhibitor shall not revoke, cancel or change the application or the Exhibition Contract in principle.
(2) Notwithstanding the previous Section, in case the Exhibitor desires to cancel or change the Exhibition Contract, the Exhibitor shall submit the Organizer a written cancellation notice in advance in which the reason of such cancellation and other relevant information shall be described. In case the Organizer admits that such cancellation or change becomes inevitable due to the force majeure or any act of God, and accept such cancellation, the Exhibitor shall immediately pay the Organizer the following cancellation charges (hereinafter called the “Cancellation Charges”) depending on the date of cancellation of such cancellation notice by the Organizer (hereinafter called the “Reference Date”). The Exhibition Contract between the Exhibitor and the Organizer shall be canceled at the time when the payments of the Cancellation Charges are fully made to the Organizer:

Cancellation Charges
(“Following periods shall be classified based on the Reference Date.”)

(i) from September 19, 2020 to October 16, 2020:
   * Fifty percent (50%) of the full amount of the Exhibition Fees
(ii) On or after October 17, 2020:
   * One Hundred percent (100%) of the full amount of the Exhibition Fees
(3) In case the Exhibitor has already paid the full of, or a part of, the amount of the Exhibition Fees to the Organizer before submitting the cancellation notice (hereinafter called the “Advanced Payment”), such amount of the Advanced Payment shall be applied to the Cancellation Charges payable to the Organizer. If such Advanced Payments exceed the amount of the Cancellation Charges, the balance shall be reimbursed to the Exhibitor by the payment method and by the date designated by the Organizer. If such Advanced Payments be insufficient to the amount of the Cancellation Charges, or if any Advanced Payment has not been made, the balance, or the full amount, of the Cancellation Charged shall immediately be paid by the Exhibitor to the Organizer.
(4) Notwithstanding the provision of the Reference Date described in the Section 2 of this Article, in case the Exhibitor fails to pay the amount of the Cancellation Charges or its balance provided in the latter part of the previous Section within two (weeks from the submit of cancellation notice to the Organizer, the Cancellation Charges shall be One Hundred percent (100%) of the full amount of the Exhibition Fees irrespective of actual date of the cancellation notice.

Article 5 Expenses included in Exhibition Fees
The following fees and expenses shall be included in the Exhibition Fees:

Fee for use of exhibiting booths, ii) Partition wall(s) (back wall and si de wall of an assigned booth), iii) number of visitors, iv) Visitor guidance articles (invitation, ticket, poster, etc.), iv) fee for posting of the name and other information of the Exhibitor to the exhibitor’s list on the formal homepage of this Exhibition (up to two companies per booth, v) Construction costs of electric trunk line within a supply limit as otherwise designated, and vi) planning, management and administrative expenses of the whole Exhibition.

Article 6 Expenses excluded in Exhibition Fees
The following fees and expenses shall NOT be included in the Exhibition Fees:

i) Decoration, installation and carrying out, and operational expenses in or relating to the booth assigned to the Exhibitor, ii) construction and usage fees of electricity, gas, water supply, etc., iii) construction and usage fees for communication lines, iv) usage fees for leased fixtures, v) additional visitor guidance articles fees, vi) expenses concerning the accident which occurred during installation and carrying out works or demonstration, vii) compensation fees due to the breakage of the hall equipments, fixtures or other company’s exhibition items, etc., viii) insurance premium for exhibition items, etc., of the Exhibitor, ix) expenses for the repair of the exhibition items pursuant to any statute and/or exhibiting regulation, and x) other fees and expenses which shall not be included in the Exhibition Fees as provided in the Article 5.

Article 7 Type of Booth
The type of the booths shall be three kinds of types in principle, such as single, double and block type, as described in the Application Form otherwise designated and provided by the Organizer and the Application Form (which may be described in the attached Guidance of Application to the Exhibition), etc. The number of the booth available is designated according to the selected types of the booths. The Organizer shall make an application for the Exhibition after selecting and deciding the number and the type of the booths pursuant to the following 1) and 2); provided, however, in view of the formation of entire venue or hall of the Exhibition, the Organizer has the right to change the type and/or the number of booths available to the Exhibitor both before and after the effective date of the Exhibition Contracts between the Exhibitor and the Organizer:

1) Unacceptable type and layout of the booths:
   * “L”- character like booth layout
   * A layout that three facing to another single booth about on passages, or
   * A layout that two booths of one exhibitor face each other across a passage.

2) Partition Wall:
   Partition walls (back wall and side wall) will be set up at the cost of the Organizer in case there are other booths adjacent to the Exhibitor’s booths in the single or double type. In case there is no adjoining booth, any partition wall will not be set up.

Article 8 Allocation of Booth
The Organizer may, at its sole discretion, decide the booths allocated and available to the Exhibitor by considering comprehensively the Exhibitor’s country, area, the contents of exhibition, the order of the applications, past exhibition performances, a scale, equipments used, space formation and so on, based on the drawings determined by the Organizer.

Article 9 Prohibition of Sublease of Booth
Without a prior written consent of the Organizer, the Exhibitor shall in no manner sublease, transfer, rental or dispose rights of any version of the booth allocated to the Exhibitor, in whole or in part, to any third party or any other exhibitor of the Exhibition.

Article 10 Joint Exhibition
In case of an application by two or more companies jointly, only one company (hereinafter called the “Representative Exhibitor”) shall make an application with the information of the other companies’ names, contact addresses, etc., to the Organizer at the time of application. Any notice or submit of visitor guidance articles from the Organizer shall be made only to the Representative Exhibitor; provided, however, the joint exhibitors other than the Representative Exhibitor shall be treated as the same of the Representative Exhibitor relating to the posting of the names and other information of the Exhibitor to exhibitor’s list on the formal homepage of this Exhibition or visitor guidance articles.

Article 11 Installation and Removal of Exhibition Items
(1) Exhibition items of the Exhibitor shall be installed and set to the exhibition venue and hall during the time period as notified from the Organizer afterward. However, the installation and setting of exhibition items to the booths assigned shall have been finished by February 23, 2021. In case the Exhibitor does not occupy the booths assigned to it by 5:00 p.m. of February 23, 2021, the Organizer has the right to deem the Exhibition Contract cancelled and to use such booths in a manner which the Organizer thinks appropriate at its sole discretion. And in such case, the Exhibitor shall pay the Cancellation Charges applied to the cancellation date of February 23, 2021 pursuant to the Article 4.
(2) In case that the booths assigned to the Exhibitor be adjacent to the other exhibitor’s booths, the Exhibitor shall agree not to construct or set up its booths and exhibition items in any manner obstructive to the other exhibitor’s booths.
(3) The Exhibitor shall not install, transport or take out its exhibition items, ornaments, etc., without a prior consent of the Organizer.
(4) Any and all exhibition items and arrangements of the Exhibitor in the booths assigned shall be removed and taken out by the time otherwise notified by the Organizer afterward (it might be expected to be 11:00 a.m. of February 27, 2021) by the Exhibitor’s costs.
and expenses. Any of the exhibition items or ornaments of the Exhibitor not removed or taken out by such designated time shall be removed or taken out by the Organizer by the Exhibitor’s costs and expenses.

Article 12 Use of Exhibition Venue
(1) The Exhibitor agrees that it shall not operate and manage the booths assigned in any manner destructive to the activities and traffic of the other exhibitors or visitors.
(2) Any demonstration and the other advertising and operating activity of the Exhibitor shall be made only and solely at the discretion of the Exhibitor. The Exhibitor shall have no responsibility to not to override the passages near its booths due to its demonstrations or advertising and operating activities.
(3) In case of any of the following behaviors taken, or possibly taken, by the Exhibitor, the Exhibitor shall have the rights to curb such behaviors of the Exhibitor, remove the exhibition items or ornaments of the Exhibitor, change the booths, remove the exhibition from the exhibition venue or hall, or reject the Exhibitor’s entering to the venue when the Exhibitor shall take any and all other necessary actions, including, but not limited to, the Exhibitor agrees to comply with any and all directions and demands of the Organizer and take all appropriate actions for such directions and demands immediately. And, in such case, the Organizer shall have no responsibility to reimburse any of the Exhibition Fees or any cost for the exhibition items and ornaments of the Exhibitor, and shall not be responsible for any and all losses and/or damages incurred by the Exhibitor due to such Organizer’s actions.

Article 13 Handling of Personal Information
(1) The Exhibitor shall not act in violation of the Act on the Protection of Personal Information and related laws and regulations in case the Organizer obtains any Personal Information in the course of exhibition or advertising and marketing a civilizations. Event, by, in particular, entrusting combined operation to any other party or person, the Organizer shall obtain a prior written consent of the owner of such Personal Information. Any dispute arising out of, or in connection with, the Personal Information obtained, managed and/or operated by the Exhibitor between the owner of such Personal Information shall be solved by the Exhibitor and such owner at the Exhibitor’s costs and responsibility, and the Organizer shall in no manner have any responsibility for such disputes.
(2) The Organizer shall properly handle the Personal Information obtained in the course of exhibition or advertising and marketing activities pursuant to the provisions of the Act on the Protection of Personal Information by the Organizer or the Organizer’s representatives. The Organizer may utilize the Personal Information of the Exhibitor for the purposes of communication, notification, etc., of the Exhibitor or other businesses of the Organizer.

Article 14 Indemnity
(1) The Organizer will use its best efforts to prevent accidents by deploying security guards for the management and maintenance of the whole venue of the Exhibition. However, the Organizer shall in no event be liable for any loss, damage or accident incurred by the Exhibitor or any other party or person with respect to its employees or agents, exhibition items or ornaments in the booths, assets of the Exhibitor, or any other loss and damage relating to the Exhibition Contract, irrespective of the cause and regardless of the Organizer’s negligence.
(2) The Organizer shall be responsible for any and all losses, damages and accidents against any facility, construction and/or human body, etc., in relation to the booths assigned or its spaces used by the Exhibitor regardless of the Organizer’s negligence. In addition, the Organizer shall be responsible for any and all losses, damages and accidents against any facility, construction and/or human body, etc. outside its booths and surrounding areas due to the negligence, omission, etc. of the Organizer or its representatives or agents.
(3) The Organizer shall in no manner be responsible for any incidental typographical error or omission in any material, brochure or data of the Exhibition.

Article 15 Insurance
The Organizer recommends the Exhibitor to take out a property insurance policy and accident insurance policy for its necessary items from its installment to removal.

Article 16 Adjournment or Cessation of Exhibition
(1) In case that it may be judged by the Organizer to be difficult to open or hold the Exhibition due to a natural or human disaster, or other force majeure or any act of God, the Organizer may adjourn, cancel or discontinue the Exhibition at sole discretion. (2) In case of cessation of the Exhibition, the Organizer shall reimburse the Exhibitor the Exhibition Fees paid by it less necessary expenses.

Article 17 Compliance with the Terms
The Exhibitor agrees that it shall comply with any and all terms and rules otherwise provided by the Organizer (including, but not limited to, the provisions in the Exhibitor’s Handbook which will be delivered afterward, as well as this Terms of Exhibition). In addition, the Organizer shall interpret that any of such terms and rules is made for the purpose of protection of interests of the Exhibitor, and shall all cooperate with the Organizer to enforce and practice any and all such terms and rules of the Organizer.

Article 18 Termination
(1) If any of the following events occur, the Organizer may, without sending any reminder prior to, and without any compensation to the Exhibitor, forthwith terminate the Exhibition Contract:
(2) The Organizer shall not prevent the Organizer from seeking compensation for any and all losses, damages and damages to the Organizer.

Article 19 Governing Law
The Terms of Exhibition and Exhibition Contract hereunder shall be governed by, and construed in accordance with, the laws of Japan without reference to principles of conflicts of laws.

Article 20 Jurisdiction
Any dispute arising out of, or in relation to, or in connection with, this Terms of Exhibition and/or the Exhibition Contract hereunder or the breach hereof between the parties hereto shall be subject to the exclusive jurisdiction of the Tokyo District Court in Japan.

Article 21 Force Majeure
The Organizer shall not be liable for any delay, non-performance or any other default in performance of the obligations hereunder due to the occurrence of any event of force majeure, which includes prohibition of exhibition, operation or sale, regulations and ordinances, war, riot, strike, fire, explosion, flood, typhoon, hurricane, tidal wave, earthquake, act of God, and any other causes beyond the reasonable control of the Organizer.

Article 22 Severability
If any provision of this Terms of Exhibition is held by a court of competent jurisdiction to be illegal or invalid, the remainder of the provisions shall remain effect.

Article 23 No Waiver
Failure of either party hereto to enforce any provisions of this Terms of Exhibition or any right to respect thereof, or in case of any of the above-mentioned provisions, the Organiser provided shall not by itself be deemed to be waiver of such provisions, rights, or elections or in any way affect the validity of this Terms of Exhibition. Failure of either party to exercise any of said provisions, rights, or elections shall not prejudice such party from later enforcing or exercising the same or any other provisions, rights, or elections which it may have under this Terms of Exhibition.