

# Exhibition Regulations

\*Be sure to make a copy of the document and keep it for your record.

## 1. Formation of Contract

Upon receipt of the application form by the Organizer through the online exhibition application system, the contract for this exhibition shall be officially confirmed. JPCA reserves the right to refuse to accept the application. In such cases, JPCA shall not state the reasons for the refusal.

(1) Handling of joint application by two or more companies jointly participate in the exhibition 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.

(2) Refusal of Application for Exhibition Applications will not be accepted from those that are filing for bankruptcy, composition, corporate reorganization, civil rehabilitation or corporate reorganization law procedures, those subject to suspension of current transactions from financial institutions, those engaged in or involved in anti-social activities, or those subject to administrative punishment such as an order to suspend business operations.

In addition, the same shall apply in the event that the organizer deems that the applicant is equivalent to the above.

Even after the confirmation of the contract, if the exhibitor should fall into any of the above, the contract shall be cancelled and the application shall be refused.

In this case, any exhibition fees that have already been paid will be fully refunded.

The Organizer may conduct investigations and reviews as deemed necessary in connection with the above.

(3) Application by electronic media, facsimile, etc.

In the event an application for exhibition cannot be made through the online exhibition application system due to unavoidable circumstances, an application via electronic media or fax will be accepted. In this case, the Secretariat will input the necessary information into the system on behalf of the applicant.

## 2. Basic Condition for Accepting Exhibit Application

The exhibitors shall agree to the exhibition purposes of JPCA Show 2023, 2023 Microelectronics Show, JISSO PROTEC 2023, SDGs Device Show 2023, WIRE Japan Show 2023 and Electronics Component & Unit Show 2023. E-Textile/Wearable 2023 are not allowed, in principle, to exhibit products and technologies which are not clearly shown in major target products and technologies for each exhibition described in the exhibition guide.

## 3. How to Pay Exhibition Fees

The exhibitors shall pay exhibition fees and any optional fees incidental thereto based on the invoice issued by Secretariat Office by the deadline noted on the invoice. The payment from the exhibitors shall be made to the designated bank account described in the invoice in Japanese yen. We don't take promissory notes, checks, etc. The bank transfer fees shall be paid by the exhibitors.

## 4. Exhibition Booth Fees Include as Follows:

- Booth lease fees ●Partition walls (panels) [in case that there are adjoining booths]
- Other services mandated by the secretariat for exhibitors ●Other expenses concerning visitor services ●Safety administrative expenses, expenses of necessary personnel and guard

## 5. Installation and Removal of Exhibits

The exhibitors must carry in and out decorative articles and exhibits in the booths according to the schedule decided by JPCA.

If an exhibitor needs to carry in or out or move exhibits during the exhibition period, it shall work on these tasks after the approval of JPCA.

## 6. Use of Exhibition Area

All the advertising and business activities shall be limited in the exhibition booths.

Each exhibitor shall have a responsibility to reduce crowdedness because of advertising activities in passages near each booth. Anything such as decorative articles shall not exceed the scope of allocated space.

If JPCA finds any problem with the sound, method of control, materials, or other aspects of decorative articles or exhibits, it shall have the right to prohibit or remove all the acts which go against the purposes of the exhibition.

In the event of exercising the right of the above restriction or removal, JPCA shall not be held liable to reimburse the exhibitors in any way or bear the associated costs.

## 7. Management of Exhibits and Indemnity

JPCA shall take the greatest possible care to the management and maintenance of the exhibition site, however, it shall not be liable for any loss or damage of exhibits caused by any other reasons.

## 8. Warranty Clause

- (1) The contents such as images, videos, logo marks, various information, etc. posted by the exhibitor in the exhibition space at the exhibition belong to the exhibitor. It will be assumed that the exhibitor has given the organizer permission to publish information on the official website and various printed materials, advertisements, e-mail newsletters, media, etc. related to the exhibition of such content provided by exhibitors to the organizers for public relations activities of the exhibition.
- (2) The exhibitors shall guarantee JPCA that the exhibits in the exhibition or the related printed materials and other medium concerning the exhibits will not infringe trademark rights, design rights, patent rights, utility model rights or any other intellectual property rights of any third party.

## 9. Obligation of Exhibitors

- (1) In cases where there is a claim that the acts related to the exhibitors' participation in the exhibition infringe trademark rights, design rights, patent rights, utility model rights or any other intellectual property rights of any third party, the exhibitors shall have the obligation to JPCA to promptly settle such dispute with the third party at their own responsibility and not to hinder the normal and smooth progress of the exhibition
- (2) In cases where a claim regarding the infringement of intellectual property rights occurs against an exhibitor who is a member of the group concerned from the third party, a responsible person for the group exhibitions shall have the same obligation set forth in the preceding paragraph.

## 10. Determination of Booth Location

Booths will be assigned at the Booth Location Selection Meeting (scheduled for the middle of March, 2023).

As a rule, exhibitors will be able to choose their booth locations on a first-come-first-served basis. Details will be made available in the rules and regulations to be made public from 10:00 a.m. January 17th.

## 11. Cancellations of Exhibition Booths and Reduction of Number of Booths

If an exhibit is cancelled or the number of exhibition booths is reduced to suit the exhibitor's circumstances, cancellation charges (full or partial fees) shall apply as below.

Date of receipt of written notice of cancellation (by post, fax, or email)	Cancellation charges
Until Tuesday, February 28, 2023	30% of booth fees
Wednesday, March 1 – Friday, March 31, 2023	50% of booth fees
Saturday, April 1 – Sunday, April 30, 2023	70% of booth fees
From Monday, May 1, 2023 onward	100% of booth fees

## 12. Prohibition of Subletting, Selling, Transferring, or Exchanging of Exhibition Space

The exhibitors shall not sublet, sell, transfer, or exchange exhibition space, either in whole or in part, to any third party, including other exhibitors.

## 13. Notices for Exhibitors of Foreign Products and Foreign Exhibitors

(1) Bond procedure for exhibits from foreign countries  
JPCA shall not apply for bonded exhibition site status. When the exhibitors would like to treat

exhibits from overseas as bonded products, the exhibitors shall complete the bond procedure.

(2) Obtaining a visa  
When foreign exhibitors need to obtain visas, the exhibitors shall assume responsibility for preparing the necessary documents including Letter of Guarantee and Letter of Reason for Invitation and complete the procedure.  
JPCA shall not issue Letter of Guarantee and Letter of Reason for Invitation to the exhibitors. JPCA shall not be held liable to compensate for losses and/or damages arising from the inability for the exhibitor to participate in the exhibition, in the event the exhibitor are not successful in acquiring a visa.

## 14. Compensation for Damages

- (1) The exhibitors shall be responsible for all damages to the venue facilities, buildings, or injuries to their personnel owing to negligence on the part of themselves or their agents, or for other reasons.
- (2) The exhibitors shall agree to be obliged to make compensation to JPCA for legal costs, liabilities (including an attorney's fee), necessary expenses, and compensation for damages, caused by an action arising out of or as a result of claims in the following cases:
- (a) In cases where a lawsuit is filed against JPCA, based on a claim that the acts related to the exhibitors' participation in the exhibition infringe trademark rights, design rights, patent rights, utility model rights or any other intellectual property rights of any third party (including the cases where JPCA as well as the exhibitors are regarded as defendants), or
- (b) In cases where JPCA is liable for compensation for damages in a judgement, a court, or an out-of-court settlement due to such a lawsuit in (a), (JPCA shall not be subject to the intention of the exhibitors in terms of a settlement)
- (3) JPCA shall bear no responsibility for typographical errors and omissions in sales promotion materials such as announcement advertising and a guide book for the exhibition.

## 15. Cancellation, suspension, change of 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:
- ① the land or building used for the venue becomes unavailable, and the organizer deems the land or building inappropriate for use;
- ② 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
- ③ 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. In addition, the organizer shall not be liable for any damages, increased expenses or other unfavorable circumstances caused to the exhibitor as a result of any such decision.
- (4) If the organizer decides to cancel or suspend the exhibition prior to or after the start of the exhibition period, exhibition fee will be refunded after deducting a reasonable amount of expenses incurred up to that time.
- (5) In the event the exhibition fee has already been paid in accordance with (4), fees will be refunded after deducting the expenses incurred up to that time from the paid amount. In the event of an unpaid payment, the invoice for the exhibition fee shall be disregarded and a new invoice shall be issued for the expenses incurred. Exhibitors shall transfer payment of the exhibition fees in Japanese yen to the bank account designated below by the date listed on the invoice.
- (6) Regarding the 2023 Exhibition, notwithstanding the above, if the exhibition is cancelled due to the novel coronavirus (COVID-19), the exhibition fee will be fully refunded.

## 16. Compliance with Provisions

The exhibitors shall comply with the set of provisions stipulated by JPCA.

## 17. Changes and Additions of Regulations

If any question arises regarding any matter not stipulated in the regulations or any provision hereof, the exhibitors shall abide by the decisions of JPCA.

JPCA shall reserve the right to make revision and/or supplement to this regulations with the notification to the exhibitors in each fiscal year in advance.

## 18. Governing Law

The contract shall be governed by the laws of Japan.

## 19. Agreement Jurisdictional Court

It is agreed that the court of jurisdiction for all disputes arising with regards to the contract shall be the Tokyo District Court.

### [For the handling of personal information]

Japan Electronics Packaging and Circuits Association shall handle customers' personal information and ensure to protect such information, based on "Act on the Protection of Personal Information" and JPCA's "Personal Information Protection Policy" (<http://jpca.jp/contactus/privacy/>). The customers shall provide personal information after acknowledging this in advance.

- Your personal information shall be used for communication regarding the exhibition.
- Collected personal information shall not be provided to third parties.
- JPCA entrusts the handling of personal data to JTB Communication Design, Inc. with which JPCA has signed beforehand a non-disclosure agreement, in order to ensure smooth operation of the exhibition.
- If an individual requests disclosure of, correction of, addition to or deletion of the personal information he or she has provided, notification of purpose of use, termination of use, erasure of the personal information, and cessation of supply of such personal data to a third party, JPCA shall promptly cope with such requests.
- Please contact the personal information protection manager to which the JPCA is entrusted. Hirohisa Hasegawa (Mr.)  
General Manager, Tradeshow Business Unit, Co-Creation Department, JTB Communication Design, Inc.  
Contact: +81-3-5657-0623
- Personal information provided to JPCA is done so at the discretion of the customers.
- If you fail to provide necessary personal data, each service, etc. may not be provided to you in an appropriate manner.
- No methods that are difficult for you to be aware of shall not be used to acquire personal information.

If you have any questions, please contact the below.

### Managed by:

### Japan Electronics Packaging and Circuits Association

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