

Terms and Conditions

1. Contract formation and cancellation

Contract will be made official at the time the Secretariat receives the application form. Cancellations after August 1, 2023 are only possible in the cases mentioned under no.14 of this contract and are subject to the stated cancellation fees.

2. Items included in the exhibition fee

- Exhibit booth space
- Wall between adjacent booths
- Exhibitor information page on the official website
- Personal information that have agreed to provide information of view files or videos uploaded on the forms "Exhibitor Information for Official Website".
- Business Matching System
- Production costs for invitations, guidebooks and other printing materials by the organizer.
- Venue rental fees, lighting, air conditioning, and construction costs for common areas
- Promotion by the organizer
- Operating expenses for the secretariat, safety management, security, etc.

Any items not listed above are not included. For example, exhibitor's decoration costs, booth packages, tables and furniture, transportation costs, construction and usage fees for electricity, gas and water, internet, etc. Exhibitors are responsible for arranging and bearing these costs. All exhibitors will be notified of any additional services to be added by the organizer.

3. Prohibited transfer of booths

The exhibitor cannot lend out, sell, exchange, or transfer usage rights of its own booth without the permission of the organizer.

4. Co-exhibitors

If two or more applicants exhibit jointly, one of them must submit the application as the representative and notify the organizer of the company names, etc., of co-exhibitor(s).

5. Installation and removal of exhibits

The exhibitor shall decorate and move-in/ move-out all exhibits and displays within the period stipulated by the organizer. If the exhibitor needs to move in and out or transfer the exhibits during the open period, the exhibitor shall conduct such an operation after obtaining the approval of the organizer.

6. Use of the exhibition space

Advertisement and sales activities shall be conducted within the booth space. Each exhibitor shall be responsible for avoiding congestion due to advertisement activities at the passage near the booth. Decoration and other articles shall not exceed the border of the allocated space. The organizer shall have the authority to prohibit or remove any conduct against the purpose of the exhibition such as decorations and exhibit items that are regarded to be a problem arising from any sound, operating manners, materials or other reasons. If the abovementioned prohibition or removal is exerted, the organizer shall not bear the burden for any repayment or any other related expenses to the exhibitor.

7. Exhibition management and waiving of responsibility

The organizer will do its best to efficiently manage and secure the exhibition as a whole including items displayed by engaging security guards. However, the organizer shall not be held liable to compensate for losses and/or damages resulting from any reasons.

8. Copyright and Guaranty

- (1) The exhibitor allow the organizer to publish on the official website and various printed materials, advertisements, e-mail magazines, media for the purpose of PR of the exhibition.
- (2) Exhibitors shall guarantee the organizer that the exhibits, the related printed matters or other media do not infringe any third party's trademark rights, design rights, patent, utility model rights, copyrights, portrait rights or other intellectual property rights.

9. Exhibitor's Obligations

- (1) 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.
- (2) 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.

10. Compensation for damage:

- (1) The exhibitor shall be responsible for any damage to exhibition facilities, building structures or injury accidents owing to negligence or other reasons of the exhibitor or its agent.
- (2) Exhibitors shall agree to assume the obligation to compensate the organizer for legal costs, debts (including attorney's fee), necessary expenses, and other damages arising from a lawsuit based on the claims in the following cases:
 - (a) A lawsuit is filed against the organizer based on the assertion that an exhibitor's acts related to its exhibition infringe such party's trademark right, design right, patent, utility model right or other intellectual property right (including the case where the organizer becomes the accused together with the exhibitor).
 - (b) The organizer assumes the obligation of compensating damages as a result of court judgment, or reconciliation whether judicial or non-judicial, with respect to the lawsuit as specified in (a) above. (In case of reconciliation, the organizer shall not be bound by the exhibitor's intention.)

11. Booth Allocation

Booth allocation will be determined by the organizer based on the number of booths. The Exhibitor must comply with the decisions made by the organizers.

The organizer reserves the right to change the floor plan in order to organize admittance, for the improvement of the efficiency of the exhibition or in the case of a booth cancellation. In this case, any liability claims by the Exhibitor will not be accepted.

12. 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 exhibitor 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.
- (4) If the organizer decides to cancel or suspend or abbreviate the exhibition prior to or after the start of the exhibition period, the organizer shall refund the exhibition fee to the exhibitor after subtracting any expenses incurred up to that point. However, if cancellation or suspension or abbreviation is due to force majeure, the organizer will not refund or compensate for any lost opportunities. If it is not possible to provide any online services due to system failures, etc., the organizers may extend the period of use.
- (5) In regards to (4), in case the exhibition fee has already been paid by the exhibitor, the organizer shall refund the exhibition fee to the exhibitor after deduction of expenses incurred until such decision on cancellation or suspension of the exhibition. If the exhibition fee has not been paid yet, the exhibitor is requested to destroy the exhibition fee invoice, and the organizer will issue a separate invoice for expenses incurred until such decision. Payment for the invoice shall be made by the exhibitor by the specified date.

13. Payment

Exhibitors are to make payment by the date as stipulated on the invoice. Payment is to be made by bank transfer, in Japanese yen with the transfer charges being paid by the exhibitor. Promissory notes and person/company checks are not accepted.

14. Cancellation charges

In principle, cancellations will not be accepted after Aug 1, 2023. Only when the Secretariat deems it unavoidable will cancellations be accepted, and in such cases the following penalties will be incurred based on the date when written notice of cancellation is received.

Until July 31, 2023	0% of the invoiced amount (including taxes).
From Aug 1 to Sep.30, 2023	50% of the invoiced amount (including taxes).
From Oct. 1, 2023	100% of the invoiced amount (including taxes).

15. Obtaining the visa

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

16. Observance of regulations

The exhibitor hereby agrees to observe the regulations set by the organizer as part of this contract and to abide by them. In addition, the exhibitor shall interpret all the regulations set by the organizer as aiming to preserve the benefits of this exhibition and agrees to cooperate in the execution of said regulations.

17. 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.

18. Governing Law

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

19. 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.

(Valid from Jan.18 2023)

◆Regarding to the Handling of Personal Information, please refer to the following URL.

MEMS SENSING & NETWORK SYSTEM: <https://www.optojapan.jp/mems/en/privacy.html>

GDPR Notice: https://jcd-expo.jp/PDF/privacy_notice_en.pdf