

Terms and Conditions of Participation in Tourism EXPO Japan 2022

As one of the leading tourism events in the world, Tourism EXPO Japan offers an occasion for the travel industry and various industry stakeholders to come together around the focal point of tourism and promote overseas, domestic and inbound travel, revitalization of the regions, and the growth and development of the participating organizations. In order to do this, it provides opportunities for discussion and sharing expertise, a venue for exhibitions and business talks, promotions for consumers, test marketing and much more, aiming to develop tourism as a peace industry, excluding any religious, ideological, racial or otherwise political statements.

This Agreement applies to the contract that has been concluded between Japan Travel and Tourism Association, Japan Association of Travel Agents (hereinafter referred to as the "Exhibition organizers") and those wishing to exhibit at Tourism EXPO Japan (hereinafter referred to as the "Applicant").

Article 1: EXHIBITION APPLICATION AND FORMATION OF THE EXHIBITION AGREEMENT

- To apply for exhibition, those who wish to exhibit (hereinafter referred to as the "Applicant"), shall, after understanding the purpose of the exhibition and consenting to the contents of this Agreement, fill out the specified exhibition application form with the required information, the signature or stamp of a representative to the form and send it (via email attachment, fax or mail) to "Tourism EXPO Japan Promotion Office" (hereinafter referred to as the "Promotion office") established by the Exhibition organizers.
- An Agreement (hereinafter referred to as the "Agreement") will be deemed to have been formed at the point when, after taking receipt of the exhibition application and confirming and examining its contents, the Exhibition organizers send a notice of acceptance (via email attachment) to the Applicant. Furthermore, the Exhibitor (the Applicant with whom this Agreement is made, the same hereinafter) shall retain a copy of the notice of acceptance affixed with the signature or stamp of the Exhibition organizers, and be able to present to the Exhibition organizers when necessary.
- Should the Exhibition organizers deem it necessary to investigate the Applicant to determine acceptance of the Applicant's application, the Applicant shall provide documentation and cooperation with the investigation as directed by the Exhibition organizers.
- The closing date for exhibition applications shall be Tuesday, May 31, 2022 and applications must arrive no later than this date. However, when, on a first come, first served basis, the exhibition spaces (hereinafter referred to as a "booth") are fully allocated, no more applications will be accepted, even if they arrive before the closing date. Alternatively, if any booths are still available on and after Wednesday, June 1, 2022 the Exhibition organizers may consider accepting additional applications.
- If the Exhibitor wishes to exhibit jointly with a co-exhibitor (hereinafter referred to as the "Sub-exhibitor"), the Exhibitor shall, with the consent of the Exhibition organizers, register any and all Sub-exhibitors. Moreover, the Exhibitor shall bear responsibility for all Sub-exhibitors.

Applications and questions should be directed to:

Tourism EXPO Japan Promotion Office
c/o Japan Association of Travel Agents (JATA)
Zen-Nitsu Kasumigaseki Bldg 4F,
3-3-3 Kasumigaseki, Chiyoda-ku, Tokyo 100-0013, JAPAN
Tel: +81 (0)3-5510-2004, Fax: +81 (0)3-5510-2012
E-mail: event@t-expo.jp

Article 2: QUALIFYING EXHIBITORS

- Only groups and companies satisfying the following conditions, who understand the objectives of the Showcase and who can manage and decorate their booths in line with these objectives shall be able to exhibit at this Showcase.
 - Travel companies
 - Tourist bureaus and embassies
 - Government agencies and local governments
 - Transportation organizations (e.g. airlines, railways, buses, cruises and rental car companies)
 - Accommodation facilities (e.g. hotels)
 - Tour operators, travel industry support IT companies and travel-related media
 - Food and drink businesses related to travel
 - Other groups and companies deemed to be appropriate by the Exhibition organizers

Article 3: REJECTION OF AN EXHIBITION APPLICATION

- Regardless of whether an Applicant falls under one of the organizations or companies specified in the preceding article, should the Exhibition organizers deem any of the reasons listed below to apply to the Exhibitor's business activities, they may refuse participation in the exhibition without disclosure of reasons, before or after the conclusion of this Agreement.
 - If the Exhibition organizers determine the business activities to have little relevance to tourism.
 - If the exhibit concerns countries or regions with a warning of Level 3 ("Avoid all travel") or above in the Ministry of Foreign Affairs' overseas travel safety information has been issued.
 - If the Exhibition organizers determine that there is a danger the applicant's exhibit may lead to damage to visitors' life, health, property, reputation, etc.
 - If the Exhibition organizers determine the business activities to fall under anti-social forces.
 - If the Exhibition organizers determine the business activities to be unsuitable for exhibition on any other reasonable grounds.

Article 4: PROHIBITION ON SUBLEASING

- The Exhibitor may not transfer or loan, in full or in part, the rights to the booth they have been permitted to use by the Exhibition organizers on the basis of this Agreement to another party (regardless of whether a transfer or loan fee is paid).
- Exhibitors may not transfer their rights and obligations under this Agreement to a third party.

Article 5: BILLING AND PAYMENT OF THE EXHIBITION FEE

- The invoice of the exhibition fee shall be sent after Tuesday, February 1, 2022.
- The Exhibitor, after receipt of an invoice shall, within the specified payment period (one month from the billing date), pay in full the exhibition fee stated on the invoice, either by cash transfer to a designated bank account or by sending a check made payable to Japan Association of Travel Agents. Further, if there is less than one month until the exhibition, the due date for payment will be one week before the first day of the exhibition.
- Should payment of the exhibition fee set forth in the preceding clause be delayed, the Exhibitor shall pay a yearly 14.6% (calculated pro rata over 365 days) late charge to the Exhibition organizers.

Bank transfers should be made to:

Name of Account: Japan Association of Travel Agents
Name of Bank: Mizuho Bank, Marunouchi Branch (SWIFT No. MHCBJPJT)
Account No.: Ordinary 2498554
Address of Bank: 1-5-5 Otemachi, Chiyoda-ku, Tokyo 100-8176, Japan

Bank drafts should be sent to:

Tourism EXPO Japan Promotion Office
c/o Japan Association of Travel Agents (JATA)
Zen-Nitsu Kasumigaseki Bldg. 4F
3-3-3 Kasumigaseki, Chiyoda-ku, Tokyo 100-0013, JAPAN
Tel: +81 (0)3-5510-2004, Fax: +81 (0)3-5510-2012
E-mail: event@t-expo.jp

- All payments shall be made in Japanese yen unless otherwise permitted by the exhibition organizer.
- In the event the exhibition organizer permits payment in a currency other than Japanese yen, the exhibitor shall pay JPY 10,000 to the exhibition organizer as a foreign currency invoice fee in addition to the exhibition fee. That foreign currency shall be either US dollars or euros. The rate at the time of the invoice shall apply.
- In the event the exhibitor makes a payment in a currency other than Japanese yen despite not being permitted to do so by the exhibition organizer and the exhibition organizer then suffers a loss due to the currency exchange when the money arrives in its designated bank account, the exhibitor shall pay JPY 50,000 to the exhibition organizer as a penalty fee.
- For international transfers, please make sure to write the invoice number in the recipient information section of the overseas transfer request form.
- All bank transfer fees shall be paid by the Exhibitor.
- If all or part of the requested fee is unpaid, the Exhibitor will not be issued the exhibitor pass or vehicle pass necessary for exhibit preparation. In addition, they will not be able to purchase advertising media or apply for the rental equipment necessary for construction and preparation.

Article 6: CANCELLATION OF THE AGREEMENT AND CANCELLATION FEES

- If the Exhibitor wishes to cancel this Agreement, they shall send a cancellation notice in writing including ① the Exhibitor's name, ② the signature or, Alternatively, the name and stamp of the Exhibitor's representative, ③ the name and contact information of the person in charge, ④ the date and time of the cancellation request and ⑤ the reason for the cancellation. The Agreement may be cancelled upon the arrival of the aforementioned cancellation notice with the Exhibition organizers (hereinafter referred to as the "cancellation date"). The cancellation fee will be charged as follows, depending on cancellation date.
 - For cancellations made before the application deadline, the cancellation fee will not apply.
 - For cancellations made between the day after the application deadline and the day prior to the Exhibitor Explanatory Meeting, 30% of the total exhibition fees will be required as a cancellation fee.
 - For cancellations made between the day of the Exhibitor Explanatory Meeting and a date corresponding to 60 days prior to the day before the first day of the Exhibition, 50% of the total exhibition fees will be required as a cancellation fee.
 - For cancellations made after a date corresponding to 60 days prior to the first day of the Exhibition, 100% of the total exhibition fees will be required as a cancellation fee.

Article 7: ANNULMENT OF THE AGREEMENT

- Even after the formation of this Agreement, if the Exhibition organizers have grounds to refuse participation in accordance with the provisions in Article 3, or in any of the following circumstances, the Exhibition organizers reserve the right to annul this Agreement without notice.
 - If all or part of the exhibition fee is not paid before the due date for payment
 - If the Exhibitor violates the terms of this Agreement
 - If the Exhibitor uses the booth for purposes other than those intended
 - If the Exhibitor violates the rules set forth in the exhibition guidelines of this Agreement (Article 17), the exhibition manual, or the exhibition outline.
 - If the Exhibitor's conduct brings the Exhibition organizers into disrepute.
 - If the Exhibitor does not follow the instructions of the Exhibition organizers
 - If for any other reason, it can be reasonably deemed that a relationship of mutual trust between the Exhibitor and the Exhibition organizers has been breached
- In the event that the preceding items apply to the Exhibitor, the Exhibition organizers reserve the right to immediately remove the Exhibitor from the exhibition venue. In this case, use of the booth and space of the Exhibitor concerned shall be determined at the sole discretion of the Exhibition organizers.
- If the Agreement is annulled under the provisions of clause 1, neither any exhibition fees which have already been paid nor any associated costs will be refunded.
- The provisions of clause 1 and the preceding clause do not preclude claims for damages by the Exhibition organizers against the Exhibitor.

Article 8: GUARANTOR DOCUMENTATION FOR EXHIBITORS AND VISA POLICY

- The Exhibition organizers will not issue a letter of guarantor for any exhibitor. It is the responsibility of the individual exhibitors to obtain the necessary documents to enter Japan. Exhibitors are advised that the stated cancellation and cancellation fees policy applies in accordance with the provisions of Article 6 in the event that the Exhibitor cannot obtain the necessary documents to enter Japan. For details of visa requirements to enter Japan, please refer to the website of the Japanese Ministry of Foreign Affairs.
<http://www.mofa.go.jp/j/info/visit/visa/index.html>

Article 9: ALLOCATION AND ARRANGEMENT OF BOOTHS

- The Exhibition organizers, upon confirmation of payment of the exhibition fee set forth in Article 5, will allocate and arrange the exhibition booths.
- The Exhibitor will entrust the allocation and arrangement of the booths to the sole discretion of the Exhibition organizers.
- *After the booth allocations are announced (scheduled for the exhibitor explanatory meeting), the Exhibition organizers cannot accept any request from the Exhibitor for a change of booth location. However, changes to the booths may be made after the announcement due to venue circumstances, etc.
- The Exhibition organizers shall, as far as possible, provide exhibitors who have applied for an exhibition space or booth over 72 square meters with an island space (a booth open on all four sides).

Article 10: BOOTH CHANGES AFTER ARRANGEMENT

- If, after the initial placement of the booths, there are changes such as additions to or reductions in the number of booths, the allocation and arrangement of booths determined under Article 9 shall become temporarily invalid. In the event of an increase to the number of booths, a charge proportional to the increase will be made, and in the event of a reduction in the number of booths, the Exhibition organizers reserve the right to charge a cancellation fee proportional to the reduction based on Article 6.

Article 11: EVENT CANCELLATION DUE TO FORCE MAJEURE

- In any of the circumstances listed in the following items, the Exhibition organizers may cancel the Exhibition and events to be held at the exhibition or suspend services.
 - If unavoidable circumstances occur due to a force majeure event not attributable to the Exhibition organizers, including natural disaster, spread of an epidemic, war, civil unrest, terrorist attack, strike, lock-out, transportation or communication line accident, and administrative order or regulation.
 - If the Exhibition organizers determine that it is not appropriate to hold the event.
 - The Exhibition organizers shall refund to the Exhibitor the Exhibition fee already paid according to the below rate depending on the time when the cancellation was made but only when the cancellation of the event or the suspension of services was due to the items outlined in the preceding clause. However, this shall not apply in the event of bad faith or negligence on the part of the Exhibitor concerned.
 - For cancellations made up until the application deadline, 100% of the total exhibition fees will be refunded.
 - For cancellations made between the day after the exhibition application deadline and the day of the Exhibitor Explanatory Meeting, 50% of the total exhibition fees will be refunded.
 - For cancellations made between the day after the Exhibitor Explanatory Meeting and until a date corresponding to 60 days prior to the day before the first day of the Exhibition, 30% of the total exhibition fees will be refunded.
 - For cancellations made between a date corresponding to 60 days prior to the first day of the Exhibition and 2 days prior to the first day of the Exhibition, 10% of the total exhibition fees will be refunded.
 - For cancellations made after the day prior to the first day of the Exhibition, none of the total exhibition fees will be refunded.
- With regard to the preceding clause, when the Exhibitor has yet to pay the total exhibition fees, the Exhibitor shall pay to the Exhibition organizers the remaining amount from which the refund in the preceding clause has been deducted from the total exhibition fees (should late charges be applicable, they shall be added)
- Except for clause 2, the Exhibition organizers shall bear no responsibility to compensate the Exhibitor for any damages caused by a cancellation and a cancellation of events to be held at the Exhibition as well as suspension of services in the cases outlined in each item in Clause 1.

Article 12: OBLIGATIONS AND EXEMPTIONS OF THE EXHIBITION ORGANIZERS

- The Exhibition organizers shall, regarding the management and maintenance of the venue and the safe and smooth operation of the exhibition, take the highest possible care to avoid accidents, such as by deploying security guards around the venue. However, the Exhibition organizers shall bear no liability whatsoever, regardless of the reason, for any loss or damage to the Exhibitor's exhibited items, decorations or property, nor any loss, damage or accident to the Exhibitor, members of the general public or any other third party due to the actions of Exhibitors.
- The Exhibition organizers shall bear no liability whatsoever for the sale of food, beverages or products conducted by the Exhibitor.
- The Exhibition organizers shall bear no liability whatsoever for damages to the structures or buildings of the exhibition venue arising from negligence or other reasons on the part of the Exhibitor, their Agents or their employees.
- The Exhibition organizers shall bear no liability whatsoever for typographical errors or omissions that have occurred accidentally in any of the exhibition's printed materials, guidebooks or other promotional materials.
- The Exhibition organizers shall bear no liability for any damages caused to the Exhibitor due to a cancellation of the exhibition Agreement resulting from a breach of obligations by the Exhibitor concerned. Moreover, the use of the booths and space concerned shall be determined at the sole discretion of the Exhibition organizers.
- The Exhibition organizers shall bear no responsibility for divergence of opinion, trouble, or political controversy between exhibitors.
- With regard to the Online Business Meetings, the Exhibition organizers shall bear no responsibility regardless of the reasons attributable to Exhibitor organizers when the Online Business Meetings Exhibitor cannot use the Online Business Meetings systems and other systems (hereinafter referred to as the "systems") or the use of the systems is hindered due to one of the following cases.
 - When the provider of services for the systems conducts maintenance, inspections, repairs, improvements, expansion, or similar activities.
 - When a reason outlined in clause 1 in the preceding article arises;
 - When there is an operation mistake or unauthorized access by the Online Business Meetings Exhibitor or third parties;
 - When it is necessary to reboot the equipment or software used by the systems;
 - When an excessive load is applied on the systems, such as significant increases in access frequency;
 - When another adverse event outlined in the preceding items occurs.

Article 13: OBLIGATIONS AND EXEMPTIONS OF THE EXHIBITOR

- Once payment of the exhibition fee set forth in Article 5 is complete, the Exhibitor shall be allowed to prepare their exhibit for the exhibition. If the exhibition fee is not paid, the Exhibitor will not be issued an exhibitor pass or vehicle pass, nor will they be able to purchase advertising media or apply for the rental equipment necessary for construction and preparation.
- If the Exhibitor conducts exhibition preparations through an advertising agency or other intermediary, the Exhibitor shall bear responsibility for paying for services provided by the Exhibition organizers.
- The Exhibitor shall strictly adhere to all relevant regulations, including the safety and fire regulations applicable to the exhibition venue.
- The Exhibitor shall cooperate in the safe and smooth operation of the exhibition and follow any instructions from the Exhibition organizers.
- During the period of the exhibition, the Exhibitor shall assign personnel to run the exhibit, and the booth must not be left unattended during opening times. Moreover, regardless of whether or not the Exhibitor puts an exhibit, they shall not be exempt from their obligations as an exhibitor or their obligation to pay the exhibition fee.
- In the event the Exhibitor receives a question, report request or notification from the Exhibition organizers regarding matters in the event manual or guidelines concerning the construction or operation of their booth necessary for the smooth operation of the exhibition, the Exhibitor shall answer appropriately or comply with the notification.
- The Exhibitor shall bear any costs related to the loading and unloading of exhibit items and other exhibit-related objects. After the end of this exhibition or in the event that this Agreement is annulled, canceled or finishes for any other reason, the Exhibitor shall return their allotted booth to its original state and return it to the Exhibition organizers.
- Responsibility for restoring the booth to its original state as outlined in the preceding clause, as well as any costs incurred doing so, shall be borne by the Exhibitor. In the event the Exhibitor does not restore their booth to its original state as outlined in the preceding clause, the Exhibition organizers may restore the booth to its original state at Exhibitor's expense.
- In the event that possessions belonging to the Exhibitor, an employee of the Exhibitor, or anyone other than the Exhibition organizers are left in the booth concerned after it is vacated, it shall be deemed that the Exhibitor has relinquished ownership of those possessions. The Exhibition organizers shall reserve the right to dispose of the possessions concerned as they see fit at the expense of the Exhibitor without the prior consent of the Exhibitor.
- The Exhibitor, regardless of the reason, shall make absolutely no claims for payments such as the repayment of necessary costs or additional expenses spent on the building or installation of their allotted booth, the purchase of the building or installation of the booth, the payment of transfer fees, payment to vacate the booth or key money.
- In the event that the Exhibition organizers incur damages due to the Exhibitor's failure to vacate their booth even after the date specified by the Exhibition organizers, the Exhibitor shall be liable to pay compensation for these damages to the Exhibition organizers.
- The Exhibitor shall understand the purpose of this exhibition as developing tourism, and shall strictly refrain from any political statements concerning religion, race, national borders, history, etc., nor make any criticisms or attacks on other countries.

Article 14: CONFIDENTIALITY

- The Exhibitor shall closely manage and store all confidential information regarding the operation and business of the Exhibition organizers learned through this Agreement, and shall not disclose or leak this information to a third party during the period of the Agreement or even after the termination of this Agreement, without obtaining the prior written consent of the Exhibition organizers.

Article 15: HANDLING OF PERSONAL INFORMATION

- Should the Exhibitor obtain any personal information through their exhibit, etc., they shall adhere strictly to the Personal Information Protection Law and other related laws and regulations. Specifically, should the Exhibitor provide any personal information to a third party, they shall obtain the consent of the individual or individuals concerned. In the event that a dispute arises between the Exhibitor and the individual or individuals concerned in personal information that is obtained, managed or operated through the exhibit, etc., the dispute shall be settled and discussed between the two parties, and the Exhibition organizers shall not bear any responsibility for this matter.
- The Exhibition organizers may exchange information on the Exhibitors' with other exhibitors to the extent necessary to hold and operate the exhibition. Furthermore, the Exhibitor shall agree to receive information regarding the services of cooperating companies specified by the Exhibition organizers for the planning and operation of the exhibition.

Article 16: REVISIONS AND ADDITIONS TO THIS AGREEMENT

- Once signed and sealed, this Agreement and any questions that arise concerning their interpretation, both the Exhibitor and the Exhibition organizers shall strive to resolve the matter in good faith. In the event that a resolution cannot be reached through negotiation between the two parties, the Exhibitor shall abide by the decision of the Exhibition organizers. If it is deemed to be necessary, the Exhibition organizers reserve the right to make revisions or additions to this Agreement after notifying the Exhibitors.

Article 17: COMPLIANCE WITH THE EXHIBITION GUIDELINES

- The exhibition guidelines provided to the Exhibitor by the Exhibition organizers following application shall be an extension of this Agreement and shall apply to both the Exhibition organizers and the Exhibitor.

Article 18: DISPUTE RESOLUTION

- This Agreement and its rules shall be governed by and construed in accordance with the laws of Japan, and the Tokyo District Court or the Tokyo Summary Court shall have exclusive jurisdiction for the first instance over any dispute relating to this Agreement.