

Japan Fashion Week Organization

Regulations for Participants in Textile Exhibitions

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Japan Fashion Week Organization
一般社団法人日本ファッション・ウィーク推進機構

Japan Fashion Week Organization - Regulations for Participants in Textile Exhibitions

These Regulations shall be applied to the Japan Fashion Week Organization (hereinafter referred to as the "Organizer") and persons who wish to exhibit (hereinafter referred to as the "Exhibitor") at an exhibition hosted by the Organizer (hereinafter referred to as the "Exhibition"). The Exhibitor must submit an exhibition entry form and other documents required for examination by the closing date in accordance with the entry application procedures written in the Organizer's Instructions for Participation in the Exhibitions. Due to limited exhibition space, if it receives many entry applications, the Organizer may close their acceptance even before the closing date and put subsequent applicants on the waiting list. If it takes part in an overseas exhibition organized and joined by the Japan Fashion Week Organization, the Exhibitor must follow the regulations for exhibitors which are established by the organizer of the overseas exhibition in addition to these Regulations.

Article 1 Qualifications for Participation.

(1) Applications for exhibiting at the Exhibition shall be limited to those who sincerely observe these Regulations, the conditions for exhibition set by the Organizer in its Instructions for Participation in the Exhibitions, the Exhibitor Manual separately compiled after the exhibitors are confirmed, and other instructions given by the Organizer.

(2) The Organizer shall have the authority to examine whether the Exhibitor meets the purposes and objectives of the Exhibition or not, and if it judges that the Exhibitor fails to do so, it shall refuse the Exhibitor's application or cancel its contract with the Exhibitor. It shall not disclose any of the standards, grounds, and reasons for such judgment. In this case, the Organizer shall take no responsibility for any of the expenses defrayed by the applicant or the Exhibitor as well as any of the other arrangements made thereby. This shall also apply to the cases listed below.

(a) If it is found that any of the matters written in the application for the Exhibition is deficient or false

(b) If it is judged that the Exhibitor's intention to exhibit and/or the content of its exhibits are not suitable for the purposes of the Exhibition

(c) If there is actually a dispute between the Exhibitor and a third party over the former's intention to exhibit and/or exhibits, and it is judged that such a dispute may have adverse effects on the operation of the Exhibition

(d) If the Exhibitor has received complaints or the like from visitors, other exhibitors, or third parties in any of the past exhibitions or is likely to receive them in the Exhibition

(e) If it is judged that the Exhibitor already violates any of the regulations for the Exhibition

(f) If it is judged that the Exhibitor's participation in the Exhibition is inappropriate for reasons such as the involvement of antisocial forces

(3) The Exhibitor shall be regarded as agreeing to the provisions listed above when applying for entry into the Exhibition. If it does not agree thereto, it must not apply for entry into the Exhibition.

Article 2 Conclusion of an Exhibition Contract

After the examination of applications, the organizer shall issue a Notice of Acceptance of the Application for Entry and an Invoice to the Exhibitors it regards as passing the examination. The exhibition contract between the Exhibitor and the Organizer shall be regarded as being officially concluded when the Invoice is sent by the Organizer.

Article 3 Exhibition Booth Fee

After the examination of applications, the Organizer shall issue an Invoice, and the Exhibitor shall remit the exhibition booth fee to the designated account by bank transfer by the deadline. All bank charges shall be paid by the Exhibitor. If it is unable to pay by the deadline, the Exhibitor shall inform the Organizer by the deadline in writing of the reason for being unable to pay and follow the procedures set by the Organizer. If it is delayed in paying without good reason, the Exhibitor shall pay overdue interest at a rate of 6% per annum from the day when such delay begins.

Article 4 Cancellation of Participation by the Exhibitor

If it cancels its participation in the Exhibition or changes the exhibition space it applied for at the time of application, the

Exhibitor shall submit a notice of cancellation or a request for change to the Organizer in writing together with the reason for cancellation or change. Cancellation of participation or a request for change after confirmation of the exhibitors shall become effective on the day when the written cancellation or request reaches the Organizer, and the Exhibitor must pay a cancellation fee as stipulated in the Instructions for Participation in the Exhibitions and the Invoice.

Article 5 Location of the Exhibition Booth

Once the location of exhibition booths is determined, the Organizer shall not accept any requests for changes or the like. Even after it announces the allocation of exhibition booths, it may change it at its own discretion. The Organizer shall charge a cancellation fee as stipulated even if the Exhibitor is dissatisfied with the location of exhibition booths and cancels its participation in the Exhibition. In this case, the Exhibitor cannot demand reparation for the change of location of the exhibition booth.

Article 6 Exhibitor Manual

The Exhibitor must follow the Exhibitor Manual compiled by the Organizer and the instructions given thereby as guidelines that accompany the regulations for the Exhibition.

Article 7 Exhibits

(1) Exhibits shall be limited to those which meet the purposes and objectives of the Exhibition as written in the Instructions for Participation in the Exhibitions. Those of the exhibits which the Organizer considers unsuitable cannot be exhibited.

(2) The Exhibitor shall be prohibited from exhibiting any of the exhibits listed in the items below.

(a) Items that violate any of the industrial property rights, in other words, patent rights, utility model rights, design rights, and trademark rights as well as any of the narcotics and other items that are legally prohibited

(b) Inflammable, explosive, or radioactive hazardous substances

(c) Items that use open flames (except cases in which the permission of the competent fire station is obtained)

(d) Items that are not approved by the Organizer in advance

(e) Items for which directions are given or recommendations are made by the competent administrative agency so that they are not exhibited

(f) Other items that may violate any of the relevant laws and ordinances and those which offend against public order and decency

(3) The Organizer may regulate or prohibit the exhibition of items other than those stipulated in the preceding paragraph before the Exhibition or even during the period thereof if it regards them as being likely to hinder the normal operation of the Exhibition.

(4) If the Exhibitor displays any of the items prohibited or regulated in accordance with Paragraphs (2) and (3) of this article irrespective of whether they are prohibited or regulated before or after its application is filed, the Organizer shall notify the Exhibitor and request it to discontinue the exhibition of the item concerned or follow the regulations concerned. If it receives such a notification, the Exhibitor must discontinue the exhibition of the item concerned or follow the regulations concerned immediately after it receives the notification.

(5) If the Exhibitor does not follow the instructions of the Organizer as stipulated in the preceding paragraph, the Organizer can take appropriate measures, such as removing the exhibit concerned on behalf of the Exhibitor, at the Exhibitor's expense. The Organizer shall not be held responsible for any of the damage caused on account of these measures.

The Exhibitor shall understand the provisions of the preceding paragraph when applying for entry into the Exhibition, and the Organizer shall not accept any objections in this regard in the future.

Article 8 Management of Exhibits

(1) The Exhibitor shall take responsibility for managing its exhibits at its expense when they are brought into and out of its exhibition booth and displayed there during the Exhibition.

(2) The Organizer shall take no responsibility for any of the damage caused to exhibits and any of the other accidents that occur related to exhibits due to natural disasters, other irresistible forces, etc., unless the damage is caused, or the accident occurs, for reasons attributed to the Organizer.

Article 9 Decorations and Construction Work

- (1) Decorations shall be prohibited from sticking out of the partition between the exhibition booths.
- (2) No facilities shall be installed on passageways in the exhibition site, nor shall any signs be put up thereon.
- (3) The height of decorations shall be as stipulated in the Exhibitor Manual; provided, however, that this shall not apply if special permission is obtained from the Organizer.
- (4) Use of the ceiling structure for the Exhibition booth shall be prohibited unless it is approved by the Organizer.
- (5) If the Exhibitor violates any of the above-listed four paragraphs of this article and fails to follow the notification from the Organizer for correction though it receives it, the Organizer can take measures, such as removing the violating exhibits, at the Exhibitor's expense. The Exhibitor shall not raise objections to any of these measures against the Organizer, nor shall it demand any reparation therefor.

Article 10 How to Use Booths

- (1) All advertising and sales activities shall be conducted in the exhibition booth. Advertising activities using spaces other than the booth shall not be permitted.
- (2) The Exhibitor must not sell anything in the exhibition site unless special permission is obtained from the Organizer.
- (3) The Organizer shall have the authority to restrict exhibits that are considered problematic for reasons such as sounds, operation methods, and materials used and prohibit or remove exhibits that do not meet the objectives of the Exhibition.
- (4) The Exhibitor shall bear all expenses incurred by the restriction or removal as stipulated in Paragraph (3). In this case, the Exhibitor cannot demand reparation from the Organizer for any of the loss and/or damage caused by such change or restriction.
- (5) Taking photographs of other exhibitors' booth or videoing it shall be prohibited; provided, however, that this shall not apply if permission is obtained.
- (6) With respect to exhibits in the booth, the Exhibitor must follow the Exhibitor Manual and comply with the related fire service laws and ordinances designated by the exhibition hall owner.

Article 11 Prohibited Matters

The Exhibitor shall be prohibited from performing the following acts:

- (a) Transfer, sell, sublease, or put up as security all or part of its status or rights as an exhibitor under the contract for the Exhibition
- (b) Install or put up signboards, bulletin boards, advertising media, or the like in places other than designated ones inside and outside the building of the exhibition hall or in neighboring areas; provided, however, that this shall not apply if the prior approval of the Organizer is obtained
- (c) Bring into the exhibition site heavy goods or those which cause trouble to others for reasons such as uncleanliness and offensive odors
- (d) Perform acts that cause trouble to visitors and other exhibitors (such as noise, bad smells, and unusual performances)
- (e) Perform acts that cause damage to the building of the exhibition hall, including exhibition booths
- (f) Provide goods, services, and other offerings for value at the Exhibition or show exhibits for similar purposes (excluding those which are approved by the Organizer in advance)
- (g) Stay in the exhibition booth overnight
- (h) Perform any of the other acts prohibited in these Regulations

Article 12 On-site Inspection

- (1) By notifying the Exhibitor in advance, the Organizer can visit the Exhibitor's exhibition booth for inspection and take appropriate measures if it considers it necessary to do so from the viewpoint of building management such as maintenance, hygiene, crime prevention, fire prevention, and relief; provided, however, that if, in case of emergency, the Organizer is unable to notify the Exhibitor to that effect in advance, it shall be sufficient to give an *ex post facto* report.
- (2) If the preceding paragraph applies, the Exhibitor must cooperate with the Organizer in taking such measures.

Article 13 Bringing Exhibits into and out of the Exhibition Site and its Facilities

- (1) The Exhibitor shall bring exhibits and other goods into the exhibition site and install them there within the period of time notified through the Exhibitor Manual.
The installation of exhibits in the exhibition booth shall be

completed by the designated time of the opening day. Unless the Exhibitor occupies its exhibition booth by the designated time of the opening day, the Organizer shall regard its contract with the Exhibitor as having been cancelled and have the right to use the booth in a way that it regards as appropriate. In this case, the Organizer shall not refund the exhibition fee paid by the Exhibitor.

- (2) During the Exhibition, the Exhibitor shall always bring in exhibits, transfer them, and bring them out after it obtains the approval of the Organizer.

- (3) The Exhibitor shall remove all exhibits, decorations, and other items in its booth by the designated time of the closing day. Items that are left unremoved at the time shall be regarded as being abandoned by the Exhibitor and removed by the Organizer. All removal expenses shall be borne by the Exhibitor.

Article 14 Payment for Various Expenses

- (1) If it needs additional fixtures, electrical engineering work, or the like, the Exhibitor shall follow the separately stipulated procedures for requests and pay the prescribed fees.

- (2) The Exhibitor shall pay all expenses that arise from the transport of exhibits, the bringing in and out of exhibits, and the exhibition, demonstration, and removal of exhibits, and other acts performed by the Exhibitor as well as all premiums for non-life and other types of insurance it buys against itself and its exhibits.

Article 15 Exhibitor's Personnel Stationed at the Exhibition Booth at All Times

Throughout the Exhibition, all personnel of the Exhibitor shall wear the exhibitor badge designated by the Organizer

at all times and shall constantly be stationed at the exhibition booth to deal with visitors and manage the exhibits.

Article 16 Prevention of Accidents and Responsibility

- (1) In order to prevent accidents, the Exhibitor shall pay the closest attention when bringing in and out, exhibit, demonstrate, remove, or otherwise handle exhibits. If accidents occur, the Exhibitor shall take responsibility for them.

- (2) The Organizer can order the Exhibitor to discontinue or restrict decoration and construction work and take other necessary measures to prevent accidents at the Exhibitor's expense.

- (3) The Organizer shall take no responsibility for any of the accidents that occur unless they are caused for reasons attributed to its responsibility.

Article 17 Restoration to the Original State

If the Exhibition contract is terminated irrespective of whether it is cancelled, its term of validity expires, or it is brought to an end for other reasons, the Exhibitor must take the steps listed below and move out of its exhibition booth.

- (a) Restore the exhibition booth to the original state; provided, however, that if the Exhibitor does not do so, the Organizer shall do so, and that the Exhibitor shall bear the expenses thus incurred.

- (b) If goods are left in the Exhibitor's booth after it moves out of the booth, the Organizer can dispose thereof at its own discretion.

- (c) When it moves out of its exhibition booth, the Exhibitor shall not, irrespective of what the reason or pretext is, demand any payment for necessary expenses defrayed for the booth, fixtures, and equipment as well as premiums; any compensation for relocation or removal; refund of beneficial expenses; and so forth. Nor shall it request the Organizer to purchase the fixtures, equipment, and other goods it installed in its booth at its expense.

Article 18 Disposal of Waste

- (1) The Exhibitor shall take responsibility for bringing back all its waste exhibits, used materials, dust, and rubbish.

- (2) The Organizer shall charge actual expenses for disposing of waste left at the Exhibitor's exhibition booth to the Exhibitor after the Exhibition ends, and the Exhibitor shall pay them as soon as it receives an invoice from the Organizer.

Article 19 Fires, Theft, and Other Accidents

- (1) The Organizer and individuals, corporations, and other organizations that the Organizer engages, to which it contracts services out, or with which it ties up or cooperates, in relation to the Exhibition shall take no responsibility for any of the damage (all kinds of damage, including the breakage, destruction, loss, etc. of personal belongings) that is caused to the Exhibitor, individuals, corporations, and other organizations that the

Exhibitor engages, to which it contracts services out, or with which it ties up or cooperates, and/or visitors to the Exhibition, due to fires, theft, and other accidents or events that occur in relation to the Exhibition.

(2) The Organizer shall take no responsibility for any of the misspellings, omissions, and other accidental mistakes in its Exhibition-related products, including invitations, websites, site plans, Web information, and promotional materials.

(3) The Exhibitor shall immediately compensate for any of the damage (all kinds of damage, including the breakage, destruction, loss, etc. of personal belongings) that is caused to the Organizer and/or third parties, including visitors to the Exhibition, due to fires, theft, and other accidents or events caused in relation to the Exhibition by the Exhibitor and individuals, corporations, and other organizations that the Exhibitor engages, to which it contracts services out, or with which it ties up or cooperates.

Article 20 Cancellation of the Contract

If one of the events set forth below occurs to the Exhibitor, the Organizer can cancel the Exhibition contract without giving prior notice to the Exhibitor. In this case, if it suffers damage, the Organizer can demand reparation from the Exhibitor for such damage.

- (a) If the Exhibitor fails to pay all or part of the exhibition fee
- (b) If the Exhibitor displays prohibited exhibits or does not follow the regulations stipulated by the Organizer in relation to the Exhibition or the Organizer's instructions
- (c) If the Exhibitor uses its exhibition booth for purposes other than exhibition
- (d) If the Exhibitor does not use its exhibition booth
- (e) If the Exhibitor is subjected to dissolution, provisional attachment or disposition, compulsory execution, auction, special liquidation, bankruptcy, civil rehabilitation, or corporate rehabilitation or reorganization
- (f) If the Exhibitor's bills or checks are dishonored
- (g) If the Exhibitor is punished for delay in paying taxes and public charges
- (h) If the Exhibitor causes the Organizer to lose its reputation significantly
- (i) If the Exhibitor violates any of the regulations for the Exhibition or the Exhibitor Manual and instructions based thereon

Article 21 Cancellation of the Exhibition and Change of its Schedule

(1) The Organizer may postpone or cancel the Exhibition due to natural calamities such as earthquakes and disasters, plagues, terrorist attacks, regulations or orders of governments and their agencies, and other irresistible forces.

(2) If it judges that it is difficult to achieve the purposes and objectives of the Exhibition based on factors such as the predicted scale of exhibition, exhibits, and number of visitors, the Organizer can postpone the Exhibition or cancel the Exhibition contract and the Exhibition.

(3) If the Exhibition is cancelled as stipulated in Paragraph (1) and/or (2), the Organizer shall refund the exhibition fee after deducting necessary expenses from it. Except for this refund, the Organizer shall not guarantee any of the expenses (damage) defrayed by the Exhibitor.

Article 22 Confidentiality

During the term of validity of the Exhibition contract and even after its termination, the Exhibitor shall strictly manage and store, and shall not disclose to third parties or leak, any of the confidential information it obtains about the sales and other operations of the Organizer under the Exhibition contract without the prior written consent of the Organizer.

Article 23 Handling of Personal Information

The organizer may use general information on exhibitors (e.g. company/group name, address, contact details, business activities) for promotional and publicity purposes via online media, printed materials and press media. If it obtains personal information mainly through the Exhibition, the Exhibitor shall comply with the Act on the Protection of Personal Information and other related laws and ordinances. In particular, if it provides personal information to third parties, the Exhibitor shall always obtain the consent of individuals who provide such

information. If disputes arise between the Exhibitor and individuals over the personal information the former obtains from the latter and manages and operates mainly through the Exhibition, the two parties shall solve the disputes through mutual consultations, and the Organizer shall take no responsibility for such disputes.

The Exhibitor shall agree in advance that the Organizer receives various services from the business partners it appoints to plan and operate the Exhibition.

Article 24 Change of the Exhibition Regulations

The Organizer may change the regulations for the Exhibition for unavoidable reasons, and the Exhibitor shall agree to this provision in advance and observe the revised, new regulations and other guidelines.

Article 25 Guarantees and Entry Visas (Applicable Only if the Exhibition Takes Place in Japan)

The Exhibitor shall take responsibility for following the procedures for entry into Japan in order to participate in the Exhibition if it needs to do so, and the Organizer shall take no responsibility for any of the procedures and expenses related to immigration inspections, including the issuance of guarantees. If it cancels the Exhibition contract due to the inability to obtain a visa, the Exhibitor must pay a cancellation fee as stipulated in Article 4.

<Reference> For more information on visas for entry into Japan, visit the Ministry of Foreign Affairs' website at: http://www.mofa.go.jp/j_info/visit/visa/index.html.

Article 26 Jurisdiction

If disputes arise over the rights and duties under the Exhibition contract, both parties agree to submit to the jurisdiction of the Tokyo District Court for the first instance.

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