

# **SPORTEC 2020**



■ Date: November 24th [Tue] - 26th [Thu], 2020

■ Venue: TOKYO BIG SIGHT - AOMI EXHIBITION HALL

Organized by TSO International Inc.  
9F INTEC88, 20-21 Araki-cho, Shinjuku-ku, Tokyo 160-0007, JAPAN  
TEL: 81-3-6273-0403 FAX: 81-3-5363-0301 EMAIL: info@sports-st.com

## **EXHIBITOR APPLICATION**

By completing the following, you are making a formal application for reservation of exhibit space that will be binding upon confirmation from TSO International Inc. The person listed as exhibit contact in this application will receive all mailing/billings relating to this event and shall be responsible for disseminating such information to the relevant parties within their organization.

### **■ PLEASE COMPLETE FORM BELOW**

COMPANY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE/PROVINCE: \_\_\_\_\_

ZIP/POSTAL CODE: \_\_\_\_\_ COUNTRY: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_ WEB SITE: \_\_\_\_\_

CONTACT NAME : FIRST/ \_\_\_\_\_ LAST/ \_\_\_\_\_ Mr. Ms.

PROFESSIONAL TITLE/POSITION: \_\_\_\_\_

E-MAIL: \_\_\_\_\_ PRODUCT: \_\_\_\_\_

### **■ EXHIBITION AREA AND BOOTH TYPE**

Exhibition Area: Please select one of the exhibition areas		Quantity
<input type="checkbox"/> SPORTS FACILITY AREA	<input type="checkbox"/> SPORTS EVENT SERVICE AREA	
<input type="checkbox"/> SPORTS TOURISM PAVILION		
Booth Fees & Plans *Tax is included		
<input type="checkbox"/> STANDARD BOOTH PLAN [3.0m x 2.7m (8.1sqm)] • JPY 396,000 / 1-3 Booths    • JPY385,000 / 4-8 Booths    • JPY363,000 / More than 9 Booths *Price per booth *Space only		booth(s)
Options *Tax is included		
<input type="checkbox"/> Corner Space Charge • JPY 44,000 / Corner    *There are limit number of corner spaces. We might not be able to meet your request.		corner(s)
<input type="checkbox"/> Rental Package Plan		Plan

**CAUTION: To whom it may have own agency; please follow the price your agent offers to you.**

**If you have agents of distributors in Japan, the local price and benefit are subject to your booth fee. Thank you.**

■ **PAYMENT TERMS:** In order to reserve your space, it will be required by making the one-time scheduled payment only. The applicant must be accompanied by 100% of the total amount of charge by the date, which the show management scheduled. The reservation request will be cancelled if the management does not receive the full amount of payment until the due date, and the reserved space will be released. Full details are contained in The Exhibition Terms & Conditions that form part of this Agreement and is incorporated by reference hereto. By signing below, the signatory certifies that he/she has the authority to sign the contract and bind the company listed to the participation obligation.

**I hereby declare to have read and accepted The Exhibition Terms & Conditions, including the cancellation and payment policy of the Agreement.**

DATE: DAY/ \_\_\_\_\_ MONTH/ \_\_\_\_\_ YEAR/ \_\_\_\_\_

PRINT NAME: FIRST/ \_\_\_\_\_ LAST/ \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

### **FOR OFFICIAL USE ONLY**

■ Accepted by TSO International Inc.

PRINT NAME: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

■ Confirmed by Agency \*Agency signature is omitted if the applicant applies directly to the show management.

COMPANY NAME: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

# The Exhibition Terms & Conditions (the "Agreement")

## 1. Organizer

TSO International Inc. ( "The Organizer" )

## 2. Agreement

- (i) This Agreement is hereby entered into between the Organizer and the Exhibitor.
- (ii) This Agreement constitutes a license granted by the Organizer to the Exhibitor only and shall not be deemed to be a lease or an agreement for lease.

## 3. Allocation of stand space

- (i) This application does not give the Exhibitor a right to be allocated stand space by the Organizer.
- (ii) Stand Space will be allocated at the Organizer's full discretion. In special cases the Organizer may decide not to accept an application, to allocate less stand space than has been applied for, to alter allocated stand space or to withdraw an allocation without the Exhibitor being entitled to claim compensation for damage incurred.
- (iii) The Organizer's decision on the allocation of the stand space will be final and binding on the Exhibitor.
- (iv) The full contract price is payable even if the Exhibitor eventually does not utilize the whole stand.
- (v) If no stand is available for the Exhibitor (without any default on its part) then the sole obligation of the Organizer is to refund to the Exhibitor such amount of the money received by the Organizer from the Exhibitor and apart from the aforesaid refund, the Organizer shall have no liability whatsoever.
- (vi) If the Exhibitor does not fulfill any of its obligations set out in this Agreement, the Organizer will be entitled not to proceed with the allocation of stand space, or to withdraw an existing allocation of stand space or not to make stand space available, without prejudice to the Organizer's claim for full payment of the amounts due.

## 4. Payment

Unless otherwise stipulated, stand rent shall be paid by the Exhibitor in accordance with the following schedule:

- (i) Exhibitors reserving exhibit space will have only one-time scheduled payment: 100% deposit of the total cost of participation is due on application. Exhibitors must be accompanied by 100% of the total participation cost by the date, which the management sets.
- (ii) Exhibitors are required to make the payment in Japanese Yen to TSO International Inc., account number of 0100673 at Mitsubishi Tokyo UFJ Bank Ltd., Yotsuya Branch (code: 051). Exhibitors are also required to pay the necessary bank charges.
- (iii) Cancellation

The Organizer reserves the right at all times to, without the Exhibitor having the right to compensation, (a) change the dates of the Exhibition; or (b) cancel the Exhibition due to any cause whatsoever including but not limited to any cause pursuant to clause 19 below. ii. No application can be cancelled or altered unilaterally by the Exhibitor. The Organizer may comply with a request to cancel the application subject to the condition that the Exhibitor pays a compensation for cancellation. The amount of compensation will depend on the time of cancellation and will be calculated at a percentage of the total stand rental payable in accordance with the following schedule. Please be noted that you have all responsibility on any bank transfer charges occurred at the transaction.

Period	Cancellation Fee
(a) Until August 24th (Mon), 2020	50%
(b) After August 25th (Tue), 2020	100%

## 5. Reduction of exhibit space

All requests for reduction of exhibit space must be made in writing.

- (i) If the Organizer receives such a request Period(a), the Organizer may in its absolute discretion, allow the reduction subject to the Exhibitor paying a reduction fee amounting to 50% of the cost of exhibit space reduced.
- (ii) If a request for reduction is received after Period(b), the Exhibitor shall nevertheless pay for the total rental of the original contracted space. The rental for the unused space is to be retained by or paid to the Organizer as liquidated damages. The Exhibitor shall not be entitled to any refunds even if the space unused by the Exhibitor is subsequently allocated by the Organizer to third parties. Notwithstanding the above, the Organizer reserves the right to decline for any reason whatsoever, requests for exhibit space reductions.

## 6. Warranty

The Exhibitor represents, warrants and undertakes that it is entering into this agreement as principal and not as agent or nominee of any third party, and the exhibits do not infringe or are likely to infringe any patent, trademark, copyright and other intellectual property right of any party and it agrees that in the event of any breach of the representations, warranties and undertakings herein contained or any breach of the provisions of this Agreement, this Agreement and the license herein granted may be terminated by the Organizer (without the Organizer being liable for any damages or claims whatsoever and without prejudice to the Organizer's other rights and remedies) and the Exhibitor shall indemnify the Organizer against any and all costs, claims, demands, losses, liabilities, charges, actions and expenses.

## 7. Exhibits and other related materials

- (i) All exhibits, brochures, audio-visual presentations, displays and all related materials and articles are subject to the approval of the Organizer.
- (ii) The Exhibitor is solely responsible for ensuring that all governmental and other regulatory approvals required for the Exhibits and its participation in the Exhibition have been obtained prior to the commencement of the Exhibition.
- (iii) Exhibitor accept that organizer may take Exhibitor's product, booths and others as a record, and the data may be used for brochure, website, and other materials to Organizer's planning and operation.

## 8. Liability and risks

- (i) The Exhibitor shall insure, indemnify fully and effectively and hold the Organizer and its respective shareholders, the lessors of the premises where the Exhibition is held and all governmental, statutory and regulatory bodies and agencies of the country where the Exhibition is held and their respective directors, officers, agents and servants harmless against any and all costs, claims, demands, losses, liabilities, charges, actions and expenses which any of them may be subject to or may incur or which may be made, claimed or instituted against them or any of them as a result of any act, breach of any of the terms of this Agreement, omission, conduct, failure of the Exhibitor or its directors, officers, agents, servants, invitees or independent contractors.
- (ii) The Exhibitor's aforesaid indemnity shall extend to all losses or injuries caused to any persons or property howsoever caused by the Exhibitor or its exhibits or personnel, or otherwise arising while the said persons are upon or examining, observing or passing the exhibits or stand space occupied by the Exhibitor, or by the demonstration of or otherwise in connection with the Exhibition.
- (iii) The liability or risks of loss or damage to the Exhibitor's employees or agents, or the exhibits, shall be the responsibility of the Exhibitor.
- (iv) Exhibits shall be placed at the Exhibitor's own risks and the Organizer, its respective shareholders, officers and agents shall not be held responsible for any theft, damage, loss or destruction of the exhibits.
- (v) Under no circumstances will the Organizer, any government, statutory or regulatory body or agency or their respective directors, officers or agents make good or accept responsibility or be liable howsoever in respect of any damage, theft, loss or destruction of the exhibits or any property, goods or articles or things whatsoever placed, deposited, brought into or left upon the Exhibition premises by the Exhibitor.
- (vi) Exhibitor personnel and procedures related to immigration and customs, such as customs clearance, are handled by the Exhibitor, and the Exhibitor is responsible for the participation of the Exhibitor personnel in this exhibition and the procedures of those public institutions. Organizer are not liable in any respect even if the exhibition is hindered.

## 9. Sound Level

The use of headphones for sound demonstration is strongly recommended. The sound level of audio equipment must be tuned to an acceptable volume and conducted in a way, which does not interfere with nor be a nuisance to neighboring stands. The sound level should not exceed 80db measured from the nearest point of adjoining stands; this level can be amended as decided by the Organizer at any time. If the Exhibitor continues to refuse to comply with the request to reduce the volume, the Organizer reserve the right to disconnect all power supplies to the stand and no compensation will be made to the Exhibitor.

## 10. Insurance policy

The Exhibitor shall make sure that they are fully covered by insurance including, but not restricted to, all risks on their property, exhibits or articles of any kind, public liability and comprehensive protection against any loss or damage caused by any circumstances whatsoever whether by reason of fire, water, theft, accident or any other cause. The Exhibitor shall insure against,

indemnify and hold the Organizer harmless in respect of all costs, claims, demands and expenses to which the Organizer may in any way be subject as a result of any loss or injury arising to any person (including members of the public or the Organizer's staff, agents, or contractor(s) or property howsoever caused as a result of any act or default of the Exhibitor, his servant, agents or contractors or invitees. If the Organizer so demands, the Exhibitor shall provide proof to the Organizer that the Exhibitor has adequate insurance cover.

## 11. Loss or damage

The Organizer shall not be responsible for any loss or damage to the Exhibitor's property caused during moving, transportation or shipment. In such cases, the Exhibitor is still liable to pay the full stand rental and any other amount payable to the Organizer.

## 12. Limitation of liability

- (i) The liability of the Organizer (if any) shall under no circumstances (whether arising from breach of contract, tort or otherwise) exceed the amount of the total contract price paid by the Exhibitor for the license herein granted.
- (ii) The person or persons appointed by the Organizer to undertake any official tasks including the Official Contractor and the Official Freight Forwarder are independent contractors and are not agents of the Organizer.

## 13. Sub-licensing and non-assignment

- (i) This license to participate in the Exhibition is personal to the Exhibitor and is non-transferable.
- (ii) No licensing or sub-licensing may be granted by the Exhibitor to any other party. The Exhibitor shall not assign or sublet the stand space or any part thereof.
- (iii) The Organizer may without the consent or approval of the Exhibitor assign or transfer its rights and/or obligations under this Agreement. The Exhibitor may not assign or transfer any of its rights or obligations under this Agreement without the prior approval of the Organizer.

## 14. Termination

- (i) If in the reasonable opinion of the Organizer, the Exhibition premises may become unfit for occupancy or if the holding of the Exhibition or the performance of the Organizer of any of the provisions of this Agreement are interfered with by virtue of any cause, this Agreement (or any part thereof) may forthwith be terminated or cancelled by the Organizer without the Organizer being liable in damages or otherwise to the Exhibitor.
- (ii) This Agreement may be terminated forthwith by the Organizer if, in the Organizer's opinion, the Exhibitor does not or may be unable to perform or comply with any of its obligations of this Agreement.

## 15. Revocation

Upon termination of this Agreement the license granted is revoked and there upon the Exhibitor shall immediately leave the Exhibition premises and remove all its exhibits.

## 16. Set-off Clause

The Organizer may deduct from or set-off against any money due from the Organizer to the Exhibitor any sum which the Exhibitor is liable to pay to the Organizer.

## 17. Self-help remedies

The Organizer will have the right to take the following courses of action without any judicial intervention, if necessary at the Exhibitor's expense, against an Exhibitor who acts in contravention of any provision of this Agreement or who fails to comply with a direction given by or on behalf of the Organizer:-

- (i) refuses the Exhibitor and its representatives admission to the Exhibition;
- (ii) closes and/or clears the Exhibitor's stand; and
- (iii) takes possession of the exhibits displayed, any goods and anything built or fitted by the Exhibitor.

## 18. Laws and regulations

All laws, rules and regulations (including without limitation, traffic, health, fire safety and environmental laws and regulations) imposed by the Organizer or local authorities and agencies or the lesser of the Exhibition premises must be strictly observed by the Exhibitor.

## 19. Force majeure

The Organizer shall not be liable to the Exhibitor by any reason of any cancellation or part-time opening of the Exhibition, either as a whole or in part, for any non-performance of their obligations under this contract or for any amendments or alterations to any or all of the Rules and Regulations of the Exhibition in each case to the extent that such occurrence is due to any circumstances not within their control including but not limited to and without affecting the generality of the foregoing, any acts of God, flood, tempest, storms, war, shortages of water, labor or power, acts or threats of terrorism, riots, civil commotion, strikes or insurrection, failure of any applicable government authority to issue required governmental permits, suspension, termination or revocation of any material governmental permit required for the Exhibition, outbreak or threat of outbreak of infectious or communicable diseases such as SARS and any other similar event or condition.

## 20. Partial invalidity

The invalidity or unenforceability or any provision of this Agreement shall not affect the validity or enforceability of any other provision.

## 21. Remedies and implied waivers

No failure or delay on the part of the Organizer to exercise, any right or remedy under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. The rights and remedies provided are cumulative and not exclusive of any rights or remedies provided by law.

## 22. Governing law and jurisdiction

- (i) This Agreement shall be governed by, and construed in accordance with the laws of Japan.
- (ii) The Exhibitor hereby irrevocably and unconditionally submits to the non-exclusive jurisdiction of the Courts of Japan for all purposes in relation to this Agreement and waives any objections on the ground of venue or forum non-conveniens or on similar grounds.

## 23. Exhibitors' manual and floor plan

- (i) Further rules and regulations pertaining to the Exhibition can be found in Exhibitor's Manual and other documents issued by the Organizer from time to time.
- (ii) The Organizer reserves the right to make further rules and regulations (having immediate effect) from time to time in relation to any aspect of the Exhibition.
- (iii) Such rules and regulations whether contained in the Exhibitor's Manual or otherwise shall form part of this Agreement and shall be binding on the Exhibitor.

## 24. Unforeseen occurrences

In the event of any occurrences not foreseen in these Rules and Regulations, the decision of the Organizer shall be final.

I hereby declare to have read and accepted The Exhibition Terms & Condition, including the cancellation and payment policy of the Agreement.

Agreed and Accepted by :

Exhibiting Company Name :

Name of Authorized Person :

Signature :

Date (day/month/year) :