

# The TIMM Exhibition Rules

## **Exhibition Rules for TIMM**

TIMM Office determines the Exhibition Rules for TIMM (hereinafter the rules) as follows for the use of services provided by TIMM (hereinafter the Exhibition) managed by the Organizer.

Companies, organizations, etc. exhibiting at the TIMM Exhibition (hereinafter referred to as "Exhibitor") shall exhibit in accordance with the terms and conditions set forth in the Rules and Regulations.

"The Exhibition" mentioned in this rule includes the online exhibition "TIMM ONLINE".

## **Article 1. Exhibitor Application Requirements**

1. Applications to exhibit at the exhibition shall be accepted only from corporations or individuals (hereinafter referred to as "Exhibitor Applicants") who faithfully comply with these Exhibition Rules and Regulations and other instructions provided by the Organizer.

2. The organizer reserves the right to determine whether or not an Exhibitor Applicants is suitable for the purpose and objectives of the exhibition, and reserves the right to reject the application or cancel the exhibition contract if it determines that the Exhibitor Applicants does not meet these criteria. We will not disclose the criteria, basis, or reasons for such decisions. In this case, the organizer will not be liable for any expenses or other responsibilities incurred by the Exhibitor Applicants or Exhibitor up to that point.

3. When applying to exhibit at the exhibition, please read and agree to all the items described in the Exhibition rules before applying.

## **Article 2. Method of Application for Exhibition and Conditions for Establishing of the Exhibition Reservation**

1. "Exhibitor Applicants" are requested to apply by the method designated by the organizer. The Exhibitor Applicants must be a person who has the authority to perform the relevant duties at the company or organization applying for the Exhibit reservation.
2. The " Exhibit reservation" will be effective from the date of receipt of the "Reservation Form for "Exhibit Application" by the organizer.

## **Article 3. Exhibition Fee and Payment**

1. If the Exhibition Reservation is established based on Article 2. Herein, the Exhibitor shall make a payment of Exhibition Fee in the method specified in an invoice issued by the Organizer. The Exhibitors in Japan shall cover all expense, transfer fees. For Overseas Exhibitors, an additional fee will be charged as a Handling Fee if the payment will be made by international bank transfer.
2. In the event the payment is made by the Exhibitor or upon the execution of an exhibit agreement to be entered into separately, the Exhibition Agreement will be established upon receipt of the payment. After that the Exhibitor Applicants will be able to exercise all the rights as the Exhibitor.
3. In the event the Exhibitor fails to make the payment based on Article 3., Paragraph 1. above, the Organizer may deem that the relevant "Exhibition Reservation" has been abandoned and the Organizer may invalidate the "Exhibition Reservation".

#### **Article 4. Cancellation of the Exhibition Agreement and Cancellation Charge**

1. After the establishment of Exhibition Agreement, proposals from the Exhibitor to cancel the Agreement is not accepted in principle.

2. Notwithstanding the preceding paragraph, if the Exhibitor wishes to cancel the Exhibition Agreement due to special circumstances, the Exhibitor shall send the Organizer a letter clearly stating such reasons to propose the cancellation of the Agreement. In the event the Organizer accepts the cancellation of the Agreement, the Organizer will notify the Exhibitor to that effect and issue an invoice for the cancellation fee. Exhibitors must remit the following cancellation fee to the bank account designated by the Organizer by the date indicated on the invoice sent by the Organizer. In the event that the Organizer incurs damages in excess of the cancellation fee, a claim for compensation for damages incurred by the Organizer will be made to the Exhibitor who cancelled.

(i) If the cancellation application is made on or after the day following one month prior to the first day of the exhibition: 100% of the exhibition fee

If there is more than one month between the date of application for cancellation and the first day of the exhibition: 20% of the exhibition fee

(ii) In the event the Exhibitor does not begin using the Exhibition Booths (including the exhibitor's page in the online exhibition, hereinafter referred to as "exhibitor space") by 10:00 a.m. of the first day of the Exhibition, or if the exhibitor does not start using the exhibitor space by logging in, etc., the Exhibitor shall be deemed cancelled and 100% of the Exhibition Fee shall be charged as the Cancellation Fee.

(iii) The cancellation fee stipulated in the preceding clauses will be charged at the time the Organizer accepts the cancellation of the Exhibition Agreement or at the time the Exhibitor is deemed to have cancelled the Exhibition. If the Exhibitor has already paid the Exhibition fee to the Organizer, the cancellation fee will be applied from the paid Exhibition fee. If there is any balance of the cancellation fee after appropriation, it shall be refunded to the Exhibitor by the Organizer in accordance with the method and date set by the Organizer.

## **Article 5. Exhibition Fee (including “Exhibition Booth Fee”)**

The Exhibition Fee (including the Exhibition Booth Fee) shall be as shown in the “Exhibitor Information” posted on the Organizer’s official website.

## **Article 6. Prohibitions**

Exhibitors shall not engage in any of the following acts when exhibiting at the exhibition.

■ Subleasing, trading, assigning, exchanging and granting the use of the Exhibition Booths and space

The Exhibitor shall not sublease, trade, assign, exchange or grant the use of the whole or part of the Exhibition Booths without the prior consent of the Organizer.

■ Exhibition aimed at directing visitors to other event sites

If the Exhibitor's presentation in the Exhibition is aimed at directing visitors to other event sites where Exhibitor is holding an exhibition or seminar of its own to display its main products, its participation in the Exhibition is refused.

■ Exhibits

The Exhibitors are responsible for handling all rights to music, copyrights, intellectual property rights, etc., for their exhibits (including all items such as people, work profiles and comments, company or product logos, images, etc.) displayed at the exhibition.

The Exhibitors hereby warrants that the exhibits do not contain confidential information of other companies and that the exhibits do not infringe on the rights or interests of any third party.

Exhibits should not be offensive to public order and morals. Also Exhibits of adult content which are forbidden to view for the person under 18 is prohibited.

■ Nuisances

The Organizer decided all the acts of the Exhibitor conducted in relation to the Exhibition, including exhibition, events or lectures, fall under the nuisances set forth below, the Organizer will demand improvement regardless of whether the exhibition is

held before, or after the exhibition. If the exhibitor fails to remedy the situation, the organizer may take such measures as immediate suspension or termination of all privileges (including immediate removal of the exhibit, event, or presentation), or removal of the exhibitor's exhibit information and exhibits of exhibitors.

The Exhibitor may not make any claim or request whatsoever to the Organizer for payment of expenditures incurred attributable to such "improvement", "immediate suspension", "suspension of authority and immediate withdrawal" or "Removing of Exhibit Data". In the event such steps were taken at the Organizer's expense, the Exhibitor shall become liable for such expense.

- (i) Significant trouble to other exhibitors or visitors.
- (ii) Exhibition or acts terribly lacking dignity in light of common sense.
- (iii) Exhibition or acts offensive to public order and morals.
- (iv) Exhibition of adult content which are forbidden to view for the person under 18.
- (v) Such exhibition is prohibited as making collection of visitor's personal information the main object, without exhibiting products the exhibitor handles in the booth, not conducting any sales promotion activities for products or services.

■ Prohibited acts on the official exhibition website and TIMM ONLINE (hereinafter collectively referred to as "TIMM Sites")

- (i) Sending information that includes computer viruses and other harmful computer programs.
- (ii) Stealing, erasing, or falsifying information or other data by hacking or other methods related to information posted on the TIMM site or systems related to services provided on the TIMM site.
- (iii) Transmitting data that exceeds the capacity of the server that manages the services provided on the TIMM site.
- (iv) Any other acts that the organizer deems to be disruptive to the operation or management of the TIMM site.

#### **Article 7. Management of user IDs and other information about TIMM site.**

1. The Exhibitors shall manage and keep their user ID and password (hereinafter referred to as "ID") at their own responsibility when using TIMM ONLINE, and shall not allow a third party to use, lend, transfer, change the name of, buy or sell, or otherwise use them.

2. Exhibitors shall be responsible for any damage caused by insufficient management of the IDs, errors in use, use by a third party, etc., and the organizer shall not be liable for any loss or damage.

#### **Article 8. Rules for the use of TIMM ONLINE**

1. The preparation and maintenance of computers, software and other equipment, communication lines and other communication environment necessary for the use of TIMM ONLINE shall be carried out at the Exhibitor's expense and responsibility.

2. The Exhibitor shall take security measures to prevent computer virus infection, unauthorized access and information leakage at their own expense and responsibility according to their own use environment.

3. Even if the organizer stores messages and other information sent and received by exhibitors for a certain period of time, the organizer is under no obligation to store such information and may delete such information at any time. The Organizer will not be liable for any loss or damage incurred by Exhibitors due to the deletion of such information.

#### **Article 9. Rules for Joint exhibits**

In the event, two or more companies or organizations jointly apply for the Exhibition, one of the companies or organizations that represents all the members (hereinafter the

Representative Exhibitor) shall make the application and name and contact information of the other exhibitors shall be informed to the Organizer separately.

The Organizer reserves the right to refuse co-exhibitors at its sole discretion. Contacts or delivery of necessary items (including sending information materials for visitors) from the Organizer shall be made only to the Representative Exhibitor.

### **Article 10. Indemnity**

1. The Organizer, for any case, assumes no responsibility whatsoever for any injury and damage, etc. to persons and property that are attributed to has suffered as a result of exhibiting or participating in this event by the Exhibitor and Related parties.

The Exhibitor shall be liable for any and all personal or property damage to the facilities and equipment, other exhibitors, participants or third parties related to the Exhibition caused by an accident that is intentional, negligent or not caused by the Exhibitor's negligence.

If the organizer receives a claim for compensation for such damage, the exhibitor shall be responsible for compensating for the damage, and the exhibitor shall pay the compensation.

2. Only if the Organizer cancels the Exhibitions due to any self responsible reason, the organizer will refund the exhibition fee which shall constitute the entire compensation to the exhibitor. Exhibitors may not cancel the Exhibition contract due to the cancellation or change of content of some of the live performances, seminars and other events associated with the Exhibition, and the Organizer will not refund the exhibition fee. Organizer shall accept no responsibility for any damage caused to the Exhibitor as a result of unanticipated situation such as the occurrence of damage by a direct or indirect natural disaster, or as a result of an order or instruction by national or local governments or by disasters or calamities, etc. (Including interruption, suspension, termination, unavailability or change of the exhibition due to communication conditions of the Internet connection; The same shall apply hereinafter).

## **Article 11. Postponement and Cancellation of the Exhibition**

1. In the event the Organizer concluded that it is difficult or impossible to hold the Exhibition due to natural disaster or other force majeure event, the Organizer may decide to postpone or suspend the Exhibition.

2. Even if holding of the Exhibition is postponed or canceled pursuant to the preceding paragraph, the Organizer shall not refund the Exhibition Fee to the Exhibitor. However, if the event is cancelled, postponed, or substantially changed due to a request by the Japan government, or in the case of exhibitors from overseas, if the exhibitor is unable to participate in the event due to a request by the government of the country or region to which he/she belongs, a refund will be made.

## **Article 12. Termination of Exhibitor Agreement by the Organizer**

1. In the event the Exhibitor falls under any of the following situation, the Organizer may forthwith terminate the Exhibition Agreement without giving any notice or demand to, and without giving any compensation to the Exhibitor.

(i) Bank suspension was implemented, or became insolvent.

(ii) Revocation or suspension of business was ordered by regulatory agency.

(iii) If the Organizer determines that the Exhibitor or any planned exhibit is inappropriate to the purpose of holding the Exhibition, or if the Organizer decides that the Exhibitor's presentation is socially unsound because a civil, a criminal, or an administrative issue that can affect the public confidence of other Exhibitors is concerned, or an illegal or unjustifiable conduct, or criminal offence, or other act is conducted or is likely.

(iv) In addition to the preceding situations, the Exhibitor is in breach of the whole or a part of the Rules or Exhibit outline and other rules and regulations notified by the organizer (hereinafter referred to as "Exhibit Rules and Regulations, etc.") and despite the demand from the Organizer such defects are not remedied during the reasonable period the Organizer provided.



(v) If the Organizer determines that the Exhibitor or the Exhibitor's affiliated companies or related parties are under the influence of antisocial forces, etc.

2. In the event the Organizer terminates the Exhibition Agreement under this Article, the Organizer shall not be prevented from demanding compensations including the Cancellation Fee under Article 3.

### **Article 13. Governing Law and Jurisdiction**

1. The Rules shall be governed by the laws of Japan and construed in accordance with the laws of Japan.

2. The Tokyo District Court shall have exclusive jurisdiction in the first instance over any and all disputes related to these Terms and Conditions.

### **Article 14. Operation of the Exhibition and Exemption of Liability**

1. The Organizer may establish various rules and make amendments thereto to implement smooth operation. Also it may newly stipulate matters not stipulated herein, making various additions or amendments. The Organizer may suspend holding of the Exhibition due to natural disaster or other unforeseen contingency. In that event, other than the expenses specified in Article 11.2, the Organizer will not compensate for any damage caused by the cancellation. The Organizer may change the period of the Exhibition and its opening time due to unavoidable circumstances. Cancellation of application for the Exhibition on account of such changes shall not be accepted. Also, the loss caused by such changes shall not be compensated.

2. TIMM ONLINE is provided through an Internet connection. Exhibitors shall not be held liable for any interruption, suspension, termination, unavailability or change of the exhibition, deletion of messages or information of exhibitors, cancellation of exhibitor's registration, loss of data by exhibitors, malfunction or damage of equipment, or any

other damage incurred by exhibitors in connection with the use of TIMM ONLINE due to communication conditions of the Internet connection.

3. If any information leakage or theft of intellectual property rights, etc., occurs or is likely to occur in connection with or as a result of exhibits displayed or posted by exhibitors (not limited to cases directly resulting from exhibits, but also including indirect events such as leakage of technical information due to cyber attacks, etc., which may have occurred or may have been triggered by such events), Exhibitors shall take full responsibility for such events and the Organizer shall not be involved in them.

4. Transactions, communications and disputes arising between Exhibitors and other Exhibitors, participants in the Exhibition or other third parties in connection with this Exhibition shall be handled and resolved at the Exhibitor's own responsibility. The Organizer assumes no responsibility for such matters.

### **Approval of Exhibition Rules and Display Rules**

All exhibitors shall approve and observe the Rules, and Exhibit Rules and Regulations, etc. by the Organizer. These exhibition rules are subject to change and amendment. For the latest version, please check the official website (<https://www.timmjp.com/>) at the time of application.

Organizer:TIMM Office/JAPAN MUSIC CULTURE EXPORT

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