

JETRO

JETRO Zone
in
FOODEX JAPAN 2017

- Rules and Regulations -

As of May 2016

I. General Information

1. FOODEX JAPAN 2017

Name: 42nd International Food and Beverage Exhibition (FOODEX JAPAN 2017)
 Period: March 7 (Tue) – 10 (Fri), 2017
 Time: 10:00-17:00 (10:00-16:30 on last day)
 Venue: Makuhari Messe
 (2-1 Nakase, Mihama-ku, Chiba City, Chiba Prefecture)
 Organizer: Japan Management Association and other associations
 Supporters: Ministry of Foreign Affairs
 (Tentative) Ministry of Health, Labour and Welfare
 Ministry of Agriculture, Forestry and Fisheries
 Japan External Trade Organization (JETRO),
 and others (tentative)
 Exhibits: Foods and beverages
 Exhibitors: 3,000 companies / 3,600 booths (expected)
 Total Figures for 2016:
 3,197 companies / 3,711 booths (31,102m²)
 Oversea exhibitors:
 1,935 companies / 2,367 booths (21,303m²)
 Visitors: 77,000 (expected)
 Figure for 2016: 76,532
 Admission: 5,000 JPY (including tax)

2. JETRO Zone in “FOODEX JAPAN 2017”

- (1) About JETRO Zone
 JETRO Zone will be set-up within “FOODEX JAPAN 2017” (hereafter “FOODEX 2017”) by JETRO and provide emerging countries with an opportunity to introduce to Japan promising foods from their countries and help enter the Japanese market, with the aim of stimulating the food industry of those countries.
- (2) Exhibition space (tentative)
 A total of 40 booths, comprised of exhibitors’ booths and common space
- (3) Fees to participate in JETRO Zone
 1,150 USD (600 USD for least developed countries [LDCs]) per booth, including bank transfer fees.
 *Normal participation fee for a packaged booth stand in FOODEX 2017 is approx. 6000 USD.

Participation fees will be determined according to the income level classification by the OECD Development Assistance Committee. (Please see the chart below.)

Category	Participation fee (per booth)
Upper middle income countries	1,150 USD
Lower middle income countries	
Other low income countries	
Least developed countries	600 USD

* JETRO applies the latest DAC List of ODA Recipients—effective for 2014, 2015 and 2016 flows—toward preparation of JETRO Zone in FOODEX 2017.

* The above participation fee is inclusive of bank transfer fees. Please send the above face value only.

II. Rules and regulations

1. Objective

Under the “JETRO Support Program for Promoting Foreign Participation in Japanese Trade Fairs”, JETRO supports the companies of emerging countries to participate in this specialized trade fair, in order to provide them with opportunities to penetrate the Japanese markets and promote export of their products to Japan. Therefore, all Exhibitors are expected:

- 1) To exhibit products which are not yet imported to the Japanese market (products that were exported to Japan in the past only, on a spot basis, can be exhibited);
- 2) Not to sell products at the fair site;
- 3) To attend the booth for all four days until closed; and
- 4) To report business results to JETRO precisely for continuation of its support program

2. Terms and conditions for participation in JETRO Zone

JETRO, at its sole discretion, determines whether a prospective Exhibitor is eligible to participate in JETRO Zone. Companies wishing to participate in JETRO Zone must agree to the following conditions.

- (1) Participating companies (hereafter the “Exhibitor”) must:
 - A. Be a food/beverage manufacturer or exporter (governments, associations, industrial organizations, etc. shall NOT be accepted as exhibitors);
 - B. Be from (i.e., have its registered headquarters in) an emerging country listed in the DAC List for 2014, 2015 and 2016*;
 *List of official development assistance (ODA) recipients published and reviewed by the Development Assistance Committee (DAC) of the Organization for Economic Co-operation and Development (OECD)
 - C. Be from a country who is not organizing a national pavilion in FOODEX*;
 *If a country organized a national pavilion at FOODEX up until FOODEX 2016, companies from that country are not eligible for application for JETRO Zone, except in the case that the country has decided NOT to organize a national pavilion at FOODEX 2017.
 - D. Not have participated in JETRO Zone three times or more prior to FOODEX 2017;
 - E. Be prepared for international business and seeking business opportunities in the Japanese market;
 - F. Be capable of making the documentation necessary for export/import and customs clearance;
 - G. Not have any exclusive agent(s) in Japan or continuous business deals with Japanese companies, as of the application date;
 - H. Not raise a complaint regarding acceptance or rejection in any matter. We at JETRO Headquarters have sole discretion in terms of making decisions on the balance of exhibits, the number of countries, potential for Japanese market and so on.
 - I. Exhibit products only in JETRO Zone;
 - J. Exhibit only products of its own (to exhibit other companies’ products is prohibited);
 - K. Pay all exhibition fees by the date (on “date of transfer” basis) designated by JETRO;
 - L. Have one or more staff member(s) attend the booth during the show period who can perform professional business communications with visitors on behalf of the exhibitor in either English, French, Spanish or Russian;
 - M. Prepare and furnish the booth with products and samples, catalogues and business cards for distribution at the fair;
 - N. Refrain from selling any exhibits or products during FOODEX 2017;
 - O. Report business results in detail to JETRO and cooperate in JETRO’s questionnaire surveys;
 - P. Comply with these Rules and Regulations, Japanese laws as

well as regulations, and other rules stipulated by the FOODEX 2017 organizer; and

- Q. Obey the following rules. If the company commits the following actions, its application will NOT BE ACCEPTED beginning from the next FOODEX JETRO Zone.

- Cancellation after notification of receipt of acceptance (after payment of participation fee)
- Not submitting the Letter of Reminder and copies of an individual's passport page as specified by JETRO after the exhibition.*
*This rule is applied to only an exhibitor who's guaranteed by JETRO to get the visa.
- Company booth goes unattended for even one day during fair
- Have broken any of our Rules & Regulations until now

(2) Category of exhibits:

- A. Beverages (not fresh ones)
- B. Spread, confectionery
- C. Seasonings, cooking oil, spices
- D. Processed/fresh vegetables and fruits
- E. Nuts, grains
- F. Seafood

*Products listed below are not allowed to be exhibited in JETRO Zone except as "display only", as their import to Japan is either prohibited or is highly difficult.

- A. Mineral water
- B. Meat
- C. Frozen sweets such as ice cream or sorbet
- D. Dairy products
- E. All liquid type beverages like fruit juice, sports drinks, liquid coffee drinks, tea drinks, carbonated drinks, etc.
*However, alcohol or solid type beverages sort of coffee beans and tea leaves can be exhibited.
- F. Products regulated by Japanese Pharmaceutical Affairs Law, such as tablets, capsules or other products whose ingredients are classified as medicine by the law.
- G. Sugar
- H. Rock salt

(3) Booth allocation

One booth only will be allocated to each Exhibitor.

(4) Exhibition of Country Organizer:

- A. The "Country Organizer" is the public local organization/body that promotes trade and business of the country and which, in cooperation with JETRO overseas offices in charge, works as the local liaison and coordination office for the Exhibitors.
- B. The Country Organizer itself must not have any booths in FOODEX other than in JETRO Zone.
- C. The Country Organizer itself shall not be selected as an Exhibitor.

3. Services covered by JETRO (Tentative)

To minimize exhibitors' expenses, JETRO will subsidize a large part of the preparation fee in addition to the services listed below (A-H). "H" is a special service for exhibitors from Africa and LDC countries participating for the first time.

- A. Exhibit space: packaged booth stand (3m×3m=9m²)* with basic equipment and decorations
- B. Shared-basis interpreters for business negotiation (1 English / Spanish / French / Russian interpreter per 2 booths)
- C. Individual consultation with experts in Japan's food industry.
- D. Access to the kitchen for JETRO exhibitors.
- E. Advertisement activities for JETRO Zone:
e.g. publication of exhibitors' directory and information on

website to introduce exhibitors and exhibits.

- F. Issuance of necessary documents for a visa application
JETRO will issue a "Letter of Guarantee" for only 2 persons per company in principal.
A recipient of the "Letter of Guarantee" can stay in Japan up to a week in principle.
- G. Participation in the FOODEX JAPAN or the fair organizer's reception.

« Only for companies from Africa and LDC countries participating for the first time »

- H. Costs for transportation of exhibits from the place of shipment to Makuhari Messe (maximum 40 kg in actual weight or within 0.25 m³ in volume), customs duties and taxes.

*Upon submission of "Food Handling Notification" and inquiries to the Quarantine, if it becomes clear there is a possibility that Quarantine may order an examination of the transported exhibits, JETRO shall handle those exhibits as "display only" unless exhibitors don't pass the customs clearance test in a Japanese-designated foreign examination institution at the Exhibitor's expense.

*The Exhibitor should pay transportation costs, customs duties and taxes exceeding the maximum above or in sending cargo by courier services.

*Cost and procedure for insurance will not be covered by JETRO.

*Cost for sending back exhibits will not be covered by JETRO.

*This service menu is aiming for sustainable support to companies of African and LDC countries based on Japanese Government policy.

*With the exception of those from Africa, these conditions apply to companies from LDC countries which are participating in JETRO Zone for the first time.

4. Application and payment of the participation fees

(1) Application to participate in JETRO Zone:

To apply for participation in JETRO Zone, applicants must complete FORM 1 (EXHIBITOR APPLICATION FORM) and submit it together with company/products brochure (two copies, if they are hard copies) directly or through their Country Organizer to the nearest JETRO office by a stated date.

(2) Selection of participants:

JETRO will select the companies appropriate for this program from applicants. JETRO reserves the right to refuse an application if the exhibits are deemed to be inappropriate with regard to the basic objectives of the fair.

(3) Payment of the participation fees:

JETRO will send the Exhibitor an invoice upon the selection of participants to approve the applicant's participation. Payment must be made by bank transfer only, in US dollars, euros, or pounds sterling to the account of JETRO Tokyo Headquarters on a stated date based on Japan local time.

* Participation will be confirmed and the exhibition booth be allotted to the participants with the full payment of participation fees.

* If the payment cannot be confirmed by the deadline, your participation will be canceled.

cf. Costs borne by Exhibitor

- A. Travel and accommodation costs for booth attendants
- B. Costs for storage, installation, removal and disposal of exhibits.
- C. Costs for transfer or sending back the exhibits after the fair.
- D. Rental fees for additional equipment (if any).

*Exhibitors who order additional equipment shall make

payments to the constructor designated by JETRO in cash in Japanese yen at the fair site.

- E. Other costs not listed in the above JETRO services
- F. Costs for transportation, customs duties and taxes for exhibits
*Except for companies from Africa and from other LDC countries participating for the first time

(4) Confirmation of participation:

Once the arrival of the participation fee is confirmed, JETRO will send an official notice. On the dispatch of the notice, the contract between JETRO and Exhibitors is deemed to enter into force.

5. Cancellation by Exhibitor

Cancellation of participation shall only be made by written letter or e-mail to JETRO. In such cases, any expenses incurred by Exhibitor shall not be refunded and the Exhibitor will not be allowed to exhibit from next JETRO Zone.

6. JETRO Zone booths

- (1) The location of JETRO Zone is determined by the Fair Organizer (Japan Management Association). JETRO is fully responsible for the construction of the JETRO Zone within the Fair site and allocation of booths within the Zone. JETRO reserves the sole right to manage and control JETRO Zone.
- (2) JETRO Zone consists of two areas:
 - 1) An area for exhibitors and
 - 2) An area for common use, which includes the JETRO secretariat, business meeting rooms, kitchen, reception for visitors, etc.
- (3) JETRO will allocate booths in the most efficient and reasonable manner (as determined at its sole discretion) and notify Exhibitors of their booth location through JETRO overseas offices. JETRO will not accept advance requests for booth location, or meet requests for exchanging booths between Exhibitors. Exhibitors are also prohibited from subleasing or transferring the right to use their allocated booth to any third party.
- (4) Exhibitors may only use the allocated booth for displaying materials/items. The Fair organizer strictly prohibits displaying exhibits on passageways or elsewhere.
- (5) Exhibitors are prohibited from making additional decorations to booths that deform original structure.
- (6) JETRO reserves the right to determine how to use unoccupied booths, if any exist. Exhibitors are not allowed to use any unoccupied space without JETRO's permission.

7. Handling of exhibits

- (1) Transport of exhibits:
 - A. Exhibitors must arrange shipment of exhibits with a freight forwarder.
 - B. All exhibitors must submit **FORM 2 (FOOD HANDLING NOTIFICATION)** to the nearest JETRO office either directly or through a local counterpart by a stated date.
 - C. Exhibitors are required to plan to ship out exhibits and decoration materials so that they arrive at the airport/port in Japan approximately by the following dates and keep in close contact with the freight forwarder since import customs clearance often takes a long time in Japan.
(The official arrival deadlines of exhibits designated by the Fair Organizer will be specified in the Overseas Exhibitor Manual, which will be delivered to Exhibitors later. Exhibitors are to comply with the deadlines to avoid late arrival of exhibits and surcharges.)
 - D. Exhibitors may send a small quantity of articles through

courier or bring them as hand-carried baggage. However, such articles should be exhibited only and should not be served for tasting to the visitors. Giving away samples is not permitted either.

In addition, Exhibitors must be aware that, when importing exhibits through courier or as hand-carried baggage, import customs formalities are complicated and time consuming.

Therefore, Exhibitors shall not use these shipment methods. However if the Exhibitor chooses this method, for all these disadvantages, the Exhibitor is responsible for all necessary import customs formalities and payments, including duties and sending fees, even the Exhibitors from Africa and LDC countries participating for the first time. JETRO will not take any responsibilities for late arrival of exhibits and surcharges, such as duties and costs for emergency customs clearance and special delivery, imposed on exhibits shipped in such ways.

- E. Exhibitors must prepare an appropriate amount/number of exhibits for one booth.
- (2) Setting up of exhibits:
 - A. Carrying-in, installation and decoration of exhibits are allowed only on the day before the opening of the Fair (all work must be completed by the end of the day). A detailed schedule and information will be given to Exhibitors on a later date.
 - B. The Exhibitor must arrive at the Fair site before the Exhibitor's exhibits are moved in.
 - C. The Exhibitor is fully responsible for costs of international and domestic transportation, insurance, customs duties and taxes relating to exhibits.
(For Exhibitors from African countries other LDC countries which are participating for the first time, JETRO will cover expenses for transportation of exhibits from the point of shipment to the exhibition venue, and customs expenses and duties for exhibits totaling up to 40 kg in actual weight or within 0.25 m³ in volume.)
 - D. Waste packing materials, such as empty crates and cardboard boxes shall be moved out or properly disposed of by Exhibitors at their own expense and responsibility.
- (3) During the Fair:
 - A. Due to security reasons, moving exhibits in or out is not allowed during the Fair.
 - B. Each Exhibitor is responsible for maintaining his/her own booth during the Fair. Also, each Exhibitor is required to keep his/her exhibits under observation during the Fair.
- (4) Tasting/distribution of exhibits to visitors:
 - A. Exhibitors planning to distribute exhibits or have visitors taste exhibits must submit a Food Handling Notification form to the Ministry of Health, Labor and Welfare and satisfy all the required inspections.
 - B. Upon submission of the Food Handling Notification form, exhibitors are required to complete **FORM 2 (FOOD HANDLING NOTIFICATION)** and submit the form either directly or through a local counterpart to the nearest JETRO office on a stated date.
 - C. Exhibitors are not allowed to serve for tasting those exhibits imported 1) as hand-carried baggage, 2) through courier or 3) using declaration "Display Only".
- (5) Removal/disposal of exhibits:
 - A. In principle, no Exhibitor is allowed to start removing exhibits before the official closing of the Fair. However, JETRO may admit an early removal of exhibits as a special consideration, in the case that JETRO considers it impossible for Exhibitor to remove all the exhibits within the allowed time.
 - B. Exhibitors are also fully responsible for removing their exhibits from the Fair site after the closing of the Fair. Exhibitors are required to make plans on how to deal with their exhibits after the Fair and make appropriate

arrangements with a forwarder or other agents.

8. General obligation and rules at Fair site

- (1) Reports and follow-up questionnaire:
Exhibitors are required to complete and submit the questionnaires which will be delivered to each Exhibitor during the Fair, to report details of business results. Exhibitors also have the responsibility to cooperate in the implementation of JETRO's follow-up questionnaires after the Fair. The information will be used solely for JETRO's reports and the improvement of its activities (no information regarding an individual company or person will be disclosed to any third party).
- (2) Prohibition of spot sales:
Spot sales are strictly prohibited during the Fair, as the Fair is aimed at on-site business talks. Breach of this rule may result in immediate termination of the Exhibitor's participation in JETRO Zone and the Fair.
- (3) Distribution of samples:
Samples, souvenirs, printed matter of any kind, or other promotional materials distributed during the Fair must clear customs prior to the Fair. Distribution of such promotional materials can only be conducted by the Exhibitor in the allocated booth.
- (4) Information on hotels and forwarders:
JETRO provides Exhibitors with information on hotels and forwarders recommended by the Fair Organizer. The Exhibitor is asked to contact them directly, on his/her own responsibility, not through JETRO.
- (5) The Fire Prevention Law and treatment of dangerous objects:
Under the Fire Prevention Law of Japan, the use of fire and dangerous objects, including the following examples, is strictly prohibited within the Fair site.
e.g.) A. Lighting Candles
B. Hanging textiles from the ceiling
C. Smoking outside the designated area
- (6) Restriction of demonstrations and other activities:
JETRO may restrict or require the Exhibitor to take preventive measures against any demonstration and other activities, which JETRO considers dangerous and/or hazardous, causing excessive noise, floor vibration, heat, air contamination, and/or cause safety issues within the Fair site, or against which complaints from neighboring Exhibitors arise. Expenses related to the said preventive measures shall be borne by the Exhibitor.
- (7) Photography:
Taking photographs within the Fair site by unauthorized personnel is prohibited. The Exhibitor is only allowed to take photographs of his/her own booth. JETRO may take photographs of exhibits for JETRO's own reports.
- (8) General security measures:
JETRO will be responsible for protection and maintenance of JETRO Zone as a whole. JETRO shall take no responsibility for the protection and maintenance of the exhibits and related materials displayed inside Exhibitor's booth. Management of exhibits and related materials should be the sole responsibility of Exhibitor. The Exhibitor shall obtain necessary insurance for the Exhibitor's property. JETRO shall not be responsible for any damages to or loss of the Exhibitor's property under any circumstances.
- (9) Accidents:
In the case of an accident in JETRO Zone, JETRO staff must be notified immediately of such an accident. Exhibitors must follow JETRO's instructions.
- (10) Damages to Fair site facilities:
If the Exhibitor damages the wall panels, floor, wall columns or

other equipment of the Fair site, the Exhibitor must repair the damage to the original state at the Exhibitor's own expense.

9. JETRO's Immunity from responsibility

JETRO shall bear no liability for any loss or damage incurred during cases such as those listed below, nor refund participation fees.

- A. Exhibitors unable to complete customs clearance by the date of exhibition due to delayed preparation, incomplete documentation or delays caused by inspection of additive substances, and Exhibitors unable to obtain food sampling permission.
- B. Exhibitors cannot enter Japan due to delayed issuing of visa.
- C. Exhibitors do not get enough business talks or do not get the results that they expected, and their participation to JETRO Zone does not pay off.

10. Cancellation of the Fair

The Organizer may change the exhibition period or cancel the Exhibition, thereby dissolving this Contract, due to an act of God or any other unforeseen or uncontrollable circumstances.

Under such circumstances, the money for the participation fee paid by the Exhibitor may be refundable after deduction of expenses incurred by JETRO is made, at the sole discretion of JETRO. The Organizer and JETRO shall not be responsible for any loss, damage and expenses incurred by the Exhibitor.

11. Termination of contract

JETRO may, at its sole discretion, terminate the Exhibitor's participation at any time, if Exhibitor breaches any article of these Rules and Regulations. JETRO shall bear no liability whatsoever for any loss, damage or expenses incurred by such Exhibitors as a result of the termination, nor shall JETRO refund participation fees to such Exhibitor.

12. Interpretation and enforcement of the rules and regulations

JETRO shall have full responsibility in the interpretation and enforcement of these Rules and Regulations and reserves the right to make changes or additions, as JETRO deems necessary for the proper operation of JETRO Zone.

13. Observance of Japanese laws and the rules and regulations

In order to assure a successful trade fair, it is essential that Exhibitors observe Japanese laws as well as these Rules & Regulations. Any disputes related to the Fair shall be governed by Japanese law and adjudicated in Tokyo District Court.

Concluded