

Participation Regulations for the JETRO Trade Fair

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Japan External Trade Organization (JETRO)

The regulations set forth herein apply to all cases where Japanese corporations or organizations, etc. participate (hereinafter referred to as “exhibit”) in any overseas exhibition or trade fair (hereinafter referred to as “trade fair”) which the Japan External Trade Organization (hereinafter abbreviated to “JETRO”) participates in or organizes (hereinafter referred to as “holds”).

The English version of these regulations has been prepared for reference purposes only; the original Japanese version has precedence.

1. Exhibitor qualifications

(1) Japanese traders, manufacturers, industrial associations, import/export unions, and any other similar organizations such as trade-related organizations and local public entities

(2) Japanese corporations and organizations overseas, as well as local distributors and agents handling Japanese products

(3) Even for those who fall under the preceding two paragraphs, if it is discovered that they have caused damages to JETRO in the past, if JETRO judges that they will be an obstacle to the holding of the trade fair for reasons such as differing opinions, or if JETRO recognizes that they are not appropriate for any other reason, they shall not be qualified as exhibitors.

2. Exhibits

(1) Only those articles falling under one of the eligible exhibit categories as specified in the “Exhibition Guidelines” published by JETRO for each trade fair shall qualify as exhibits (including decorating materials, demonstration materials, items to be distributed [such as advertising materials, samples, catalogs and articles produced through demonstrations]; hereinafter simply referred to as “exhibits”). However, the following articles are prohibited or restricted:

a. Items whose importation is prohibited by the

country in which the trade fair is held;

b. Items which are restricted under Japan’s import/export laws;

c. Items which violate or have the potential to violate a patent right, design right, trademark right, utility model right, copyright, or other intellectual property right; and

d. Large numbers of identical products, unless the display of those products in large numbers is deemed effective for display purposes.

(2) Only those articles which fall under one of the following categories and which both JETRO and the Organizer of the trade fair concerned approve of shall qualify as exhibits:

a. All products made in Japan; and

b. Products which were produced through the capital participation or technical guidance of Japanese corporation(s).

3. Exhibit units

(1) The unit of space for exhibiting purposes is called a “booth,” and both indoor and outdoor booths will be made available. Each standard indoor booth measures 3 meters by 3 meters, and a standard outdoor booth 3 meters by 6 meters. However, the conditions prevailing in and the restrictions imposed by the venue of the trade fair (hereinafter referred to as the “venue”) may

dictate that the unit be redefined and specified by JETRO in the “Exhibition Guidelines” for that trade fair.

(2) Exhibiting shall, in principle, be accepted in booth units, with one booth as the minimum number of units.

(3) In the case of some trade fairs, JETRO may opt to provide special-sized booths for small and medium-sized enterprises (enterprises defined as such by the Small and Medium-sized Enterprise Basic Act). The dimensions of these booths shall be decided upon by JETRO for each trade fair.

4. Exhibit forms

(1) Two forms are available for exhibits, “exhibits shipped by JETRO's shipping services” and “exhibits not shipped by JETRO's shipping services”:

a. Exhibits shipped by JETRO's shipping services: Exhibits which are shipped from Japan to the exhibitor's booth at the venue by the means decided upon by JETRO and displayed as exhibits at the trade fair are defined as “exhibits shipped by JETRO's shipping services”;

b. Exhibits not shipped by JETRO's shipping services: Exhibits which are shipped to the exhibitor's booth(s) at the venue under the sole responsibility of the exhibitor and displayed as exhibits at the trade fair are defined as “exhibits not shipped by JETRO's shipping services.”

(2) If forms other than those prescribed in the preceding items are made available, they shall be defined in the “Exhibition Guidelines” for each trade fair.

5. Exhibit charges

(1) The exhibit charge shall be specified in the “Exhibition Guidelines” for each trade fair.

(2) The exhibit charge includes the following costs:

a. Space fee;

b. Design fee, cost of basic construction work for the exhibitors' booths, cost of decorating the venue, and cost of basic fixtures;

c. Electrical, plumbing and other work up to, but not inside, the booths;

d. Charges for specific amounts of electricity and water consumed;

e. Cost of cleaning and ensuring the security of the areas outside the exhibitors' booths;

f. Cost of booth assistants employed by JETRO (The number of assistants is decided upon for each trade fair);

g. Advertising expenses (general);

h. Cost of facilities for business meetings;

i. Cost for creating, printing and distributing lists of exhibitors, guides to the venue and other pamphlets;

j. Cost of recovering the venue;

k. Cost of preparing written reports on the trade fair; and

l. General administrative costs incurred by JETRO.

(3) For exhibits shipped by JETRO's shipping services, the following costs are included in the exhibit charges:

a. Freight costs for the exhibits from the designated collection location in Japan to the exhibitor's booth(s) on site, the cargo insurance premium (all risks coverage, in principle) and customs clearance fees;

b. Cost for repacking of exhibits (reusing the packing materials used for shipment from Japan), customs clearance fees, freight costs for exhibits from the exhibitor's booth(s) on site to the designated pickup location in Japan, cargo insurance premium, and fees for storage after customs clearance (for up to 5 days); and

c. Costs for installing the exhibits in the exhibitor's booth on site and storing their packing boxes during the fair.

6. Major costs not included in the exhibit charges

(1) Listed below are the main costs which the exhibitor must bear in addition to the exhibit charges. In addition, costs which are not clearly indicated in the above-mentioned 5. shall entirely be borne by the exhibitor.

(2) In the case of exhibits shipped by JETRO's shipping services, the cost of packing the exhibits for export, shipping them to the designated collection location in Japan, and shipping them from the designated warehouse in Japan at the time of return.

(3) In the case of exhibits shipped by JETRO's shipping services which are not to be shipped collectively by JETRO and of exhibits not shipped by JETRO's shipping services, the cost of all expenses incurred until the exhibits are installed at the exhibitor's booth(s) on site, the cost of storing their packing boxes during the fair, the customs clearance fees and the cargo insurance premiums. If the exhibits are to be returned to Japan, the cost incurred upon such return.

(4) Excess charges for costs for freight and shipping, etc. (for exhibits shipped by JETRO's shipping services which are shipped from Japan, and exhibits

shipped by JETRO's shipping services which are to be returned to Japan):

a. The excess freight and incidental charges for exhibits in excess of the 5 measurement ton or 2 dead-weight ton limit per booth;

b. The extra handling charges for exhibits which are particularly heavy, bulky, lengthy or hazardous or which otherwise require special handling; and

c. Extra cargo insurance premium for the portion of the exhibit value which is in excess of FOB US \$15,000 per booth.

(5) Import duties, taxes, public dues or other charges levied on the exhibits.

(6) Official customs clearance fees, shipping cost, cargo insurance premiums and disposal cost incurred by disposing of exhibits (including disposal by sale, giving away as gifts, transfer and scrapping)

(7) Design fees, fabrication cost, on-site assembly costs and on-site ancillary work (wiring, plumbing, etc.) costs and removal costs (including recovery costs) of exhibition decorations made or otherwise procured by the exhibitor (hereinafter referred to as the "decoration by exhibitor").

(8) Rental fees for furnishings, fixtures and fittings which an exhibitor chooses to rent.

(9) Cost necessary for the demonstration of exhibits (construction charges, charges for electricity and water consumed, and cost of materials and equipment, etc.).

(10) Cost of cleaning and ensuring security inside the exhibitor's booth(s).

(11) Cost of hiring interpreters, personnel to give out product information, etc.

(12) Travel expenses and accommodation costs for the exhibitors.

(13) Cost (for venue, facilities, interpreting, etc.) of holding events in cases where requested by the exhibitor (such as presentations or workshops)

(14) Overseas travel insurance premiums and third-party liability insurance premiums (including insurance for the venue) for exhibitors.

7. Exhibitor Qualification

(1) The application for exhibition shall be made by filling out two copies of the "Exhibit Application & Confirmation Form," the form specified by JETRO (hereinafter referred to as the "form"), by the date specified in the "Exhibition Guidelines" for each trade fair (hereinafter referred to as the "specified date").

(2) The application must, in principle, be made in Japan, even for exhibits not shipped by JETRO's

shipping services.

(3) JETRO shall affix the seal of its representative to the "Exhibit Application & Confirmation Form" and return one copy to the applicant. This serves to verify that JETRO has accepted the application for the exhibition subject to receiving payment from the exhibitor.

(4) JETRO's acceptance shall come into effect upon the payment of the exhibit charges.

(5) If applications are received for an amount of space in excess of the scale of the exhibition planned, subsequent applications may be rejected even before the application deadline.

(6) If applications are received for an amount of space in excess of the scale of the exhibition planned, or if the nature of the exhibits is not considered to be suitable, an application for a booth may be rejected either in part or completely.

(7) The exhibit charges must, in principle, be paid in Japan in Japanese yen.

(8) The exhibit fees must be paid by the specified date.

(9) To cancel or change any aspect of exhibition (participation) or make major changes to the exhibits after JETRO verifies the receipt of the application for exhibition or accepts the applicant as an exhibitor, for reasons attributed to the exhibitor, said exhibitor must obtain the acceptance of JETRO in writing.

(10) If the cancellation of or the changes made in the particulars of exhibition for which application has been made should cause any damages or losses to JETRO or if expenses already incurred by JETRO includes any costs which are to be borne by the exhibitor, settlement or claims for payment shall be made by deducting such damages, losses, and/or costs.

8. Exhibition decorations

(1) The booth formats are specified in the "Exhibition Guidelines" for each trade fair.

(2) JETRO plans and implements the overall configuration and basic design of the venue, layout and basic decorations (facilities, furnishings, and fixtures, etc.) of the booths to ensure coordination and overall harmony.

(3) In the case of decoration by exhibitor, the exhibitor must submit the drawings and other data to JETRO by the specified date and obtain the approval of JETRO.

(4) In principle, JETRO will be responsible for the unpacking and installation of the exhibits shipped by JETRO's shipping services at the venue and for the

exhibition decorations (excluding the case of decorations by exhibitors). However, if a special technique is required for the assembly or installation of the exhibits, the exhibitor must take the responsibility therefor. All the display arrangements and the placing of the exhibits on display must be performed by the exhibitor.

(5) Any materials for decoration by exhibitors brought to the venue by the exhibitor, without the approval of JETRO, which spoil the harmony and coordination of the entire exhibition or which will disturb or inconvenience other exhibitors, may be removed from the venue.

(6) Further details on the exhibition decorations are specified in the “Guidelines for Exhibition Decorations” for each trade fair.

9. Packing and shipping of exhibits

(1) For exhibits shipped by JETRO's shipping services:

a. The shipping of and customs clearance, etc. for all the exhibits from the designated collection location in Japan to the exhibitor's booth are handled by JETRO;

b. The exhibitor is responsible for packing the exhibits for export and delivering them to the designated collection location in Japan specified for each trade fair, by the specified date;

c. The exhibitor must submit the “Invoice” and “Packing List” forms by the specified date to enable JETRO to proceed with the export declaration and local customs clearance and conclude an insurance contract for the exhibits surrendered;

d. The exhibitor must submit catalogs (or pictures) of the exhibits to JETRO by the specified date for presentation to the customs officials for customs clearance purposes; and

e. If there are any exhibits falling under the categories specified in Japanese laws or regulations as provided in the following items, the exhibitor must obtain the documents required and submit them to JETRO by the specified date:

*Exhibits falling under the categories described in Appended Table No. 1 of the Export Trade Control Order (Export Permit); or

* Exhibits to which exemptions from consumption tax or other export duties apply (Supplementary Table to the Export Declaration).

(2) For exhibits not shipped by JETRO's shipping services:

All the arrangements which are necessary for the

exhibits to be delivered to and installed in the exhibitor's booth(s) at the venue will be performed by the exhibitor on its own account.

(3) The details of packing and shipping the exhibits are specified in the “Guidelines for Packing and Shipping” for each trade fair.

(4) If any difficulty is encountered at customs or at any other stage because the above procedures and guidelines have not been followed, JETRO will not be held responsible in any way whatsoever.

10. Demonstration of exhibits, etc.

(1) Demonstrations of exhibits are allowed in the exhibitor's booth(s) except where the conditions prevailing at the venue or local safety and other laws and regulations restrict such demonstrations or where a demonstration would be hazardous, extremely noisy, or toxic, etc., in which case the demonstration will be prohibited or restricted.

(2) If exhibits are to be demonstrated, the exhibitor shall submit a “Demonstration Application Form” containing necessary information, such as the method of the demonstration and required electric power for the demonstration, by the specified date.

(3) JETRO will have the necessary wiring and plumbing work performed up to the exhibitors' booths in accordance with the necessary amount so that the electricity and water which are normally available at the venue can be used.

(4) Playing video tapes, showing slides or staging other forms of presentation involving images may be subject to examination. If this is applicable, the exhibitor must follow the instructions of the examiners.

(5) The details of demonstrating exhibits are specified in the “Guidelines for Exhibition Decorations” for each trade fair.

(6) If JETRO holds a seminar or similar event in relation to the exhibits, the guidelines for such events shall be specified for each trade fair.

11. Insurance coverage for exhibits

(1) Exhibits shipped by JETRO's shipping services will be covered by the collective insurance purchased by JETRO starting at the time of their delivery to the designated collection location in Japan until their pickup after the trade fair has ended, the expiration of the period during which the venue may be used, or the 14th day from such delivery, whichever is earlier.

Exhibits to be returned to Japan will be covered by the insurance until pickup after import customs

clearance or the 5th day after customs clearance, whichever is earlier.

(2) The covered insurance amount for the exhibits shall be based on their FOB prices given on the "Invoice" or "Packing List" submitted by the exhibitor.

(3) JETRO shall be not held responsible for any damages or losses caused by any discrepancy between the information given on the "Invoice" or "Packing List" and the actual contents of the packages, neither will be it held responsible for damages or losses caused by deficiency or intentional errors in the prices quoted.

(4) JETRO shall not be liable for any compensation whatsoever in the event of a mishap or accident except for the insurance coverage described above.

(5) If replacements must be sent because exhibits have been rendered unusable as exhibits due to a mishap or accident in the course of shipping, and if the cost incurred by shipping these replacements is not covered by the insurance, JETRO will confer with the exhibitor concerned and decide who will pay for the cost of sending replacements.

(6) Exhibits brought in locally which the exhibitor opts to ship and deliver to the venue on its own accord will not be covered by the insurance paid for by JETRO. JETRO shall not be held liable for any damages or losses caused to these exhibits due to a mishap or accident.

12. Management of exhibits and responsibility

(1) JETRO will manage the exhibits during the period specified below:

a. For exhibits shipped by JETRO's shipping services, the same period as that of the insurance coverage specified in 11(1) above; and

b. For exhibits not shipped by JETRO's shipping services, the period starting at the time and date of the delivery of exhibits specified by JETRO to the exhibitor's booth(s) by the exhibitor until their pickup after the trade fair has ended, the expiration of the period during which the venue may be used, or the 14th day from such delivery of exhibits, whichever is earlier.

(2) JETRO shall not be responsible for any issues which may arise concerning the management of exhibits, such as cases of theft.

(3) JETRO shall not be responsible for any mishaps or accidents that may be attributed to the exhibition or installation of the exhibits by the exhibitor as described in 8(4) above.

(4) The responsibility for managing special exhibits

shall also rest with the exhibitor concerned:

- a. Articles subject to product liability; and
- b. High value items.

13. On-site attendance of exhibitors

(1) Each exhibitor shall stand as witnesses when work is undertaken to deliver, unpack or install, etc. the exhibits in the exhibitor's booth(s).

(2) Each exhibitor shall be in attendance at its booth(s) during the trade fair to enhance the effect of the exhibit displays and to provide information on the exhibits, deal with inquiries and engage in business meetings.

(3) The exhibitor shall also stand as a witness during the disposal of the exhibits after the end of the trade fair to ensure a smooth clear-up.

(4) Each exhibitor must submit to JETRO the names of any persons who are to be in attendance as provided above in the "Exhibit Representatives Notification" form by the specified date.

(5) Exhibitors who require a letter of invitation to travel to the country in which the trade fair is held should inform JETRO of this requirement.

14. Distribution of advertising materials

(1) In the event that advertising materials, samples, products made by the demonstrations, etc. are to be distributed to the visitors at the venue during the trade fair, JETRO may require the exhibitor concerned to submit the details thereof in advance.

(2) JETRO may deny the distribution of articles which are not permitted to be distributed by the rules and regulations of the country in which the trade fair is held or which are deemed inappropriate for distribution in view of the nature of the trade fair or for other reasons.

15. Prohibition of spot sales

During the course of the exhibition, the selling of the exhibits or any other products within the venue will be prohibited.

16. Disposal of exhibits after the end of the trade fair

(1) The exhibitor must convey to JETRO the manner in which each exhibit is to be disposed of (for example, by sale, giving away as gifts, transfer, or scrapping) by filling out and submitting the "Exhibit Disposal Notification" form by the specified date. If any changes have occurred, the exhibitor must immediately inform JETRO of the changes.

(2) In principle, JETRO will dispose of the exhibits in

the manner requested by the exhibitor. However, if the conditions prevailing in the particular locale make it impossible for the exhibits to be disposed of by the specified date, JETRO shall change the disposal method upon consultation with the exhibitor concerned.

(3) Disposal of exhibits not shipped by JETRO's shipping services shall be performed under the sole responsibility of the exhibitor.

(4) All exhibits shipped by JETRO's shipping services will be bonded (not officially cleared through customs, except for exhibits which have been officially cleared through customs). Consequently, it will be prohibited to remove them from the venue, give them away as gifts or transfer them to a third party, without permission. The same shall apply also to exhibits not shipped by JETRO's shipping services and exhibits which have been officially cleared through customs (excluding advertising materials) on account of reasons involved with the management of the venue.

(5) JETRO will, in principle, return the exhibits not shipped by JETRO's shipping services and exhibits which have been officially cleared through customs to the exhibitor after the end of the trade fair while they are still on display at the exhibitor's booth(s), and the exhibitor shall be responsible for taking them off the venue before the expiration of the period during which the venue may be used. If any exhibits are not taken out of the venue before the expiration of said period, this will be construed as abandonment of ownership on the part of the exhibitor, and JETRO will dispose of such exhibits at its own discretion.

(6) If any exhibits shipped by JETRO's shipping services are to be transferred to a third country or disposed of locally, the exhibitor concerned shall be responsible for all aspects of this transfer or disposal. JETRO shall, however, provide as much support as it is able in order for them to be repacked and cleared through customs.

(7) The exhibitor shall stand as witness for the repacking of exhibits which are to be returned to Japan and verify the items packed and the packing conditions thereof. This witnessing on the part of the exhibitor is particularly important for the repacking of models and other easily breakable articles and for precision machines and other articles which require special care when being packed in order to safeguard against damage sustained in transit.

(8) It is strictly prohibited to add any items which are not included among those items specified on the

“Invoice” or “Packing List” to the exhibits which are to be returned to Japan in the return item packages. If any trouble should result from a violation of this regulation, the exhibitor concerned shall be held liable for the consequences.

(9) The exhibits which are to be returned to Japan shall, in principle, be sent back to the port in Japan from which they were shipped.

(10) The exhibitors are requested to inspect all the returned exhibits immediately upon picking them up.

(11) All exhibits, both exhibits shipped by JETRO's shipping services and exhibits not shipped by JETRO's shipping services, shall be disposed of in accordance with the stipulations under “9. Packing and shipping of exhibits” above.

17. Handling of mishaps and accidents involving exhibits

(1) Any mishap or accident involving any exhibit which occurred during the period under which JETRO is responsible for the management of exhibits shall be handled according to the decision reached by consultation between JETRO and the exhibitor concerned, which is held after JETRO or the exhibitor—whoever discovered the mishap or accident—inform the other party of the mishap or accident.

(2) If an exhibitor finds any trouble with any of the exhibits returned, the exhibitor shall inform JETRO immediately of the trouble so that a decision can be made on the action to be taken. If more than one week has elapsed after the pickup, it may not be possible to file insurance claims on any damages or losses.

(3) All insurance claims for exhibits shipped by JETRO's shipping services must be submitted to JETRO together with the relevant documents.

18. Cancellation of the holding of a trade fair

(1) JETRO may cancel the holding of any trade fair in any of the following events:

a. When the trade fair must be canceled due to war, political instability, natural disasters or for other reasons which are not attributable to JETRO's responsibility;

b. When changes have been made to the date, method of holding the trade fair or other conditions;

c. When it is no longer possible to hold the trade fair due to trouble in the course of the shipping of exhibits; and

d. When it is no longer possible or appropriate for JETRO to hold the trade fair due to diplomatic or

economic relations between Japan and the country concerned or for other unavoidable reasons.

(2) In the event that a trade fair is canceled for one of the reasons specified above, JETRO shall decide on what course of action to pursue with regard to matters such as the adjustment of exhibit charges, the additional expenses to be borne by exhibitors, and the handling of the exhibits, and exhibitors shall follow JETRO's decision.

19. Invalidation or cancellation of the exhibit confirmation and exhibitor qualification

(1) JETRO holds the right to cancel the exhibit confirmation and exhibitor qualification at any time if the exhibitor is found not to be qualified as an exhibitor. In this case, JETRO shall refund the exhibit charges the exhibitor has paid; provided, however, that the exhibitor shall not demand compensation for any damages arising out of or in connection with the loss of exhibitor qualification.

(2) If the exhibitor violates these regulations, JETRO may cancel the exhibit confirmation and exhibitor qualification, without notice. JETRO may demand compensation for any damages arising out of or in connection with such cancellation.

20. Matters not covered by the regulations

(1) All matters which are not covered by or which need to be added to these regulations shall be stipulated by the "Exhibition Guidelines" issued by JETRO for each trade fair.

(2) If any matters not anticipated by these regulations should arise or if the Organizer, etc. of the trade fair provides a new matter that is not covered by these regulations, JETRO has the right to decide what action to take.

(3) If the case described in the above paragraph should occur, JETRO shall notify each exhibitor without delay. The exhibitor shall then follow the action decided by JETRO.

21. Exclusion of anti-social forces

(1) Exhibitors must guarantee to JETRO that they are not and shall not in the future be involved in an anti-social force (under this clause, an organized crime group or its affiliated organization, a constituent member thereof, a quasi-constituent member of an organized crime group, an affiliated company of an organized crime group, a corporate racketeer, a rogue social movement activist group, a rogue political movement

activist group, a special intelligence violence group, or an equivalent group, or those for whom five (5) years have not yet passed since the date they no longer fell under any of these, as defined in Article 2, Item 2 of the Act on Prevention of Unjust Acts by Organized Crime Group Members (Act No. 77 of 1991)) and they do not fall under any of the following categories:

a. Those who are nominally or substantially involved in management such as at a parent company, where the officers and other members are involved in anti-social forces;

b. Those who have appointed a member of an anti-social force as an employee, or appointed a member of an anti-social force as an agent, a mediator, or an assignee (including the assignee's agent and mediator);

c. Those who have a relationship whereby anti-social forces are recognized to control management or are substantially involved in management;

d. Those who have a relationship recognized as unfairly using or associating with anti-social forces;

e. Those who have provided funding to anti-social forces under any name whether it be a donation or grant, and plan to do so again in the future;

f. Those who have performed any illegal actions which falls under the following items by themselves or through the use of third parties:

i. A demand with violence;

ii. An unreasonable demand beyond legal responsibility;

iii. Use of intimidating words or actions in relation to transactions;

iv. An action to defame the reputation or interfere with the activities of JETRO by spreading rumors, using fraudulent means or resorting to force;

v. Any equivalent actions to the above items;

g. Those who can be claimed to have any other relationship with anti-social forces.

(2) If it is discovered that the exhibitor has violated the representation and warrant in 21. (1) above, JETRO may cancel the exhibitor qualification without any prior notice. In addition, in this case JETRO shall not accept any claims for reimbursement of exhibition charges, etc. from the exhibitors.

(3) If JETRO cancels the exhibitor qualification pursuant to 21. (2) above, the exhibitor shall not demand compensation for any damages arising out of the cancellation.

(4) Regardless of the cancellation pursuant to 21. (2) above, if any damages are caused to JETRO due to the

exhibitor's violation of the representation and warrant in 21. (1) above, JETRO may demand compensation for such damages from the exhibitor.

22. Indemnification

(1) JETRO shall not be held liable for any accident which occurs during the period of setup preparation, the exhibition, or removal; provided it is not caused by a willful act by JETRO.

(2) In the events described in "18. Cancellation of the holding of a trade fair" and in "20. Matters not covered by the regulations" of these regulations, JETRO shall not be held liable for any damages or losses to the exhibitors which may be caused by such events.

23. Disputes

The Tokyo District Court shall have the exclusive jurisdiction over all disputes concerning these regulations, and these disputes shall be ruled according to the laws and regulations of Japan.

For further information, please contact:
Trade Fair Department,
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1-12-32 Akasaka, Minato-ku, Tokyo
107-6006