

JETRO

JETRO Zone
in
FOODEX JAPAN 2024

- Rules and Regulations -

As of September 2023

I. General Information

1. FOODEX JAPAN 2024

Name: 49th International Food and Beverage Exhibition (FOODEX JAPAN 2024)
Period: March 5 (Tue) – 8 (Fri), 2024
Time: 10:00-17:00 (10:00-16:30 on last day)
Venue: Tokyo Big Sight
(3-11-1 Ariake, Koto-Ku, Tokyo, Japan 135-0063)
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: Total Figures for 2023:
2,562 companies / 3,144 booths (28,296 m²)
Overseas exhibitors:
1,586 companies / 1,968 booths (17,712 m²)
Visitors: Figure for 2023: 73,789
Admission: 10,000 JPY

2. JETRO Zone in “FOODEX JAPAN 2024”

- (1) About JETRO Zone
JETRO Zone will be set-up within “FOODEX JAPAN 2024” (hereafter “FOODEX 2024”) by JETRO and provide Ukrainian companies with an opportunity to enter the Japanese market with the aim of contribution to the recovery and development of their food industry.
- (2) Exhibition space (tentative)
A total of 108m², comprised of exhibitors’ booths and common space for JETRO.

II. Rules and regulations

1. Objective

This initiative by JETRO aims to support Ukrainian companies and help create opportunities to enter the Japanese market and promote exports of their products to Japan.
Therefore, all exhibitors are expected:

- 1) To be recommended to exhibit products which have not yet been imported to the Japanese market (However, products that have already been imported to Japan may also be exhibited with the consent of the agent on the Japanese side.)
- 2) Not to sell products at the fair site.
- 3) To attend the booth for all four days until closed.
- 4) To report business results to JETRO precisely to verify the effectiveness 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) Ukraine, or have a headquarters in Japan and represented by a Ukrainian national.
- C. Be interested in international commerce and seeking business opportunities in the Japanese market.
- D. Be capable of making the documentation necessary for customs clearance.
- E. 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 potential for the Japanese market and so on.
- F. Exhibit products only in JETRO Zone.
- G. Exhibit only products of their own (to exhibit other companies’ products is prohibited).
- H. Have one or more staff member(s) attend the booth during the fair who can perform professional business communications directly with visitors on behalf of the exhibitor in Japanese or through an interpreter in either English or Russian. (Booth attendance by agents other than exhibitors is prohibited)
- I. Prepare and furnish the booth with products and samples, catalogues, and business cards for distribution at the fair.
- J. Not sell products in JETRO Zone.
- K. Report business results in detail to JETRO and cooperate in JETRO’s questionnaire surveys.
- L. Comply with these Rules and Regulations, Japanese laws as well as regulations, and other rules stipulated by the FOODEX 2024 organizer.
- M. Obey the following rules. If the company commits the following actions, its future application will NOT BE ACCEPTED.

- Cancellation after notification of receipt of acceptance (except in the case of force majeure events, such as natural disasters, coups or war).
- Not submitting the Letter of Reminder and copies of an individual’s passport page as specified by JETRO after the exhibition.
- Company booth goes unattended for even one day during the fair.

- (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, as their import to Japan is either prohibited or is highly difficult. The same applies to any other products prohibited from being brought into Japan not listed below.

- A. Mineral water
- B. Meat
- C. Frozen sweets such as ice cream or sorbet
- D. Dairy products
- E. All liquid type beverages including powdered drinks, like fruit juice, sports drinks, liquid coffee drinks, tea drinks, carbonated drinks, etc. (less than 1% alcohol content)
*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 law.
- G. Sugar
- H. Rock salt

- (3) Booth allocation
Depending on the final number of exhibitors, JETRO will allocate an exhibit area to each exhibitor. No comments will be accepted regarding the respective exhibit areas.

- (4) The number of exhibits
The maximum number of items each exhibitor can exhibit is ten. If the ingredients are different (e.g., different flavor, different portions of certain ingredients), the product will be regarded as a different item.

3. Services covered by JETRO (Tentative)

Exhibitors at JETRO Zone can be provided the services listed below (A-H) from JETRO.

- A. Round trip economy ticket for one person from each company on the Warsaw-Tokyo flight designated by JETRO.
- B. Exhibit space: packaged booth stands with basic equipment and decorations.
- C. (Confirmation required) Shared-basis interpreters for business negotiation.
(One English or Russian interpreter per two booths)
- D. Access to the kitchen for JETRO exhibitors.
- E. Advertisement activities for JETRO Zone:
E.g., publication of exhibitors' directory and information on the website to introduce exhibitors and exhibits.
- F. Issuance of necessary documents for a visa application
JETRO will issue a "Letter of Guarantee and Exhibit Confirmation" for only two persons per company in principle.
A recipient of the "Letter of Guarantee" can stay in Japan up to nine days in principle.
- G. Participation in the FOODEX JAPAN or the fair organizer's reception.
- H. The cost of transporting exhibits from the designated warehouse in Japan to the exhibition site (Tokyo Big Sight), customs clearance fees, duties, and other taxes.
* If an inspection order is issued for the exhibits transported to the quarantine station, in principle JETRO will respond with a "Request for Confirmation". However, this does not apply if all inspection items have been cleared by an overseas designated inspection organization recognized by the Ministry of Health, Labor, and Welfare. And JETRO will not bear any inspection costs.
* Exhibitors who use a courier service are responsible for all applicable transportation costs, customs clearance fees, and other taxes.
* Exhibitors are responsible for all insurance procedures and costs.
* Expenses related to return shipment are not included.

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 a company/product brochure (two copies if they are hard copies) directly to the JETRO Warsaw 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 regarding the basic objectives of the fair.
☆ Reference information: Expenses covered by Exhibitors
 - A. Travel and accommodation fee for booth attendants.
 - B. The cost for storage, installation, removal, and disposal of exhibits.
 - C. The cost for transport and return shipment of exhibits after the fair.
 - D. All the costs for transport of exhibits to the designated warehouse and the insurance.

- E. All other expenses outside the scope of services provided by JETRO.

3. Letter of Exhibit Confirmation:
Once the arrival of the application documents 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, **no expenses incurred by the Exhibitor will be refunded**. Also, **the Exhibitor will not be allowed to exhibit from the next JETRO Zone** if participation is cancelled, except in the case of **force majeure events, such as natural disasters, coups, or war**.

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.
 - 2) An area for common use, which includes a 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 the JETRO Warsaw office. JETRO will not accept advance requests for booth location or 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 prohibits displaying exhibits on passageways or elsewhere.
- (5) Exhibitors are prohibited from making additional decorations to booths that deform the 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 the Japanese freight forwarder designated by JETRO.
 - B. All exhibitors must submit **FORM 2 (FOOD HANDLING NOTIFICATION)** and a component analysis list and manufacturing process list for each exhibited item to the JETRO Warsaw office either directly or through a local counterpart by a stated date.
 - C. Regarding the timing of shipment of exhibits to Japan, Exhibitors must follow the instructions from JETRO or the Japanese freight forwarder designated by JETRO. Exhibitors must 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 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 at their own risk. 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, JETRO cannot be the recipient of such baggage.
- E. 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. 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.
- F. 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 their exhibits are moved in.
- C. The Exhibitor is fully responsible for costs of international and domestic transportation to the designated warehouse, insurance, customs duties, and taxes relating to exhibits.
- 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 JETRO Warsaw 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.
- (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 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 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 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 and JETRO Zone for JETRO's own reports.
- (8) General security measures:
JETRO will be responsible for protection and maintenance of the whole JETRO Zone. 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 said 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.

8. General obligation and rules at Fair site

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 a natural disaster or any other unforeseen or uncontrollable circumstances. 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 because of the termination.

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

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.

End