48th International Home Care & Rehabilitation Exhibition H.C.R. 2021

Exhibition Participation Terms and Conditions

1. Definitions of terms
   (1) Organizers
   "Organizers" refers to Japan National Council of Social Welfare, and Health and Welfare Information Association.
   (2) Organizer's office
   "Organizer's office" refers to H.C.R. Organizer's Office (in the office of Health and Welfare Information Association).
   (3) Application for participation
   "Application for participation" refers to the act of filing an application to exhibit in the Exhibition by a corporation who falls under a party qualified for exhibition.
   (4) Exhibitor
   "Exhibitor" refers to a party qualified for exhibition who has applied for participation.
   (5) Exhibition Participation Contract
   "Exhibition Participation Contract" refers to a contract executed between an exhibitor and the organizers.
   (6) Terms and Conditions, etc.
   "Terms and Conditions, etc." refers to these Exhibition Participation Terms and Conditions, and those incidental to the Exhibition Participation Contract specified by the organizers, such as Application Guidelines and Exhibitor's Manual to be distributed later by the organizers.
   (7) Participation fee, etc.
   "Participation fee, etc." refers to, in addition to a participation fee charged by the organizers charged options, depending on the content of an application for participation.

2. Compliance with Exhibition Participation Contract
   Exhibitors shall comply with the Exhibition Participation Contract and the Terms and Conditions, etc. incidental to the Exhibition Participation Contract.
   Exhibitors shall also agree in advance that the organizers may change the Terms and Conditions, etc. in the case of unavoidable circumstances, and that they must follow such provisions after any changes are made. In this respect, the organizers will not accept any objections at any time in the future.
   Exhibitors must also comply with other ordinances, guidance/notices of various government agencies and institutions in Japan, and regulations, etc. stipulated by the exhibition hall (Tokyo Big Sight Inc.).

3. Period of Exhibition Participation Contract
   The Exhibition Participation Contract shall come into effect from the issuance date of a participation approval as the commencement date of the contract period, and shall expire at the end of the last date of the system usage period of the online participation page.

4. The organizers' cancellation of participation (cancellation of the Exhibition Participation

Contract)

If an exhibitor falls under any of the following, the organizers shall have the right to cancel the exhibitor's participation in the exhibition and the right to refuse the denied exhibitor's participation in subsequent exhibitions. The exhibitor who is notified of the cancellation of participation in the exhibition shall follow this notification. No criteria, grounds, etc. for judgement in doing so shall be disclosed. Damage incurred by the organizers shall be claimed against the exhibitor, and the exhibitor shall compensate for that damage. The organizers shall not be responsible for any damage incurred by the exhibitor.

i When all or part of the participation fee is not paid by the specified date
ii When an object other than products that may be exhibited is exhibited.
iii When a prohibited act is performed without removing a prohibition.
iv When a booth is used for a purpose other than participating in the exhibition.
v When a booth is not used.
vi When an act which causes a significant loss of the organizers' credibility is performed.
vii When the organizers find that the exhibitor causes a significant nuisance to visitors and other exhibitors.
viii When the Terms and Conditions, etc. for this Exhibition and relevant laws are violated.

5. Determination of booth layout

Booth layout shall be determined by the organizers taking into consideration the management plan and booth zones of the venue, exhibits, etc., and exhibitors shall follow the same.

In addition, the organizers have the right to reallocate booths without exhibitors' approval because of exhibition operations in response to the guidance/notices of the venue or various government agencies and institutions in Japan.

The organizers shall not be responsible for any damage, etc. incurred by such exhibitors thereby.

6. Prohibited acts

Exhibitors shall be prohibited from performing the following acts. Exhibitors shall follow requests made by the organizers to correct or immediately suspend acts at the exhibitor's expense. If the exhibitor fails to follow such request, the organizers shall charge the expense to the exhibitor.

(1) Sale, transfer, sublease, exchange, etc. of a booth
Exhibitors are prohibited to sell, transfer, sublease, exchange, etc. the booth to or with another exhibitor or third party, whether part of or an entire booth.
The same exhibitor cannot exhibit separately using two or more locations.

(2) On-the-spot selling of exhibits
The Exhibition is mainly for displaying products and business negotiation. Exhibition activity principally for on-the-spot selling is prohibited.

(3) Financial support activities such as fundraising solicitation
No financial support activities, such as fundraising solicitation, are permitted in the exhibition hall.

(4) Acts causing a nuisance to visitors and other exhibitors
i. Display of a name of a company or organization other than that of the exhibitor

or a product that is not handled by the exhibitor, or distribution of its publications, etc.

ii. Display and distribution of pamphlets, etc., in a place other than the exhibitor's own booth, such as in an aisle
iii. Booth layout, based on the assumption that exhibits are viewed from the aisle
iv. Additional work on site without prior approval (other than the submitted plan)
v. Acts infringing rights, such as photographing, filming, copying, measuring, molding, etc., without the permission of the organizers and other exhibitors

(5) Other matters prohibited under Terms and Conditions, etc.

7. Suspension of the Exhibition

The organizers may suspend the Exhibition in the case of force majeure, such as natural disaster, or other occurrence that cannot be controlled by the organizers.

If the exhibition hall makes a decision to discontinue leasing for reasons such as ensuring safety, the Exhibition will also be suspended. In such a case, an amount will be refunded to exhibitors after deducting the costs incurred by the organizers to prepare the Exhibition, and costs associated with cancellation of use of the exhibition hall, etc., from the participation fee, etc.

The organizers shall not be responsible for any costs, damage, etc. incurred by the exhibitor and others concerned thereby.

[Suspension of the exhibition due to the impact of COVID-19 pandemic]

Upon request to refrain from holding large-scale events, etc. depending on the situation of COVID-19, the regular exhibition at exhibition halls will be suspended and online exhibition will be only held.

In such a case, the organizers shall deem an application by an exhibitor applying for booth participation to be replaced with an application for "online participation only." The organizers shall charge the participation fee, etc. again, or refund an amount after deducting the amount equivalent to the participation fee for "online participation only" from the amount already received.

If an exhibitor sends a written intention (such as by emails or documents) to decline its "online participation only," a cancellation fee shall be charged pursuant to the provision on participation cancellation.

8. Management and maintenance

The organizers shall manage and maintain the security of the entire hall and operation in general as a prudent manager, but shall not be liable for damage or compensation, etc., for unexpected natural disaster(s), damage resulting from force majeure, or for loss, theft, or other accidents.

9. Liability for damages

Exhibitors shall be liable for any and all damages on site facilities or fixtures or structures of the Exhibition, human body, etc. caused by the carelessness of theirs or their agents or other reasons.

10. Handling of personal information
    The organizers shall properly manage personal information registered by exhibitors pursuant to the privacy policy published on H.C.R. official site (https://en.hcr.or.jp/privacy-policy).
    In the case of outsourcing a part of businesses related to the operation of the Exhibition to a third party, the organizers may provide personal information after executing a confidentiality agreement.
    Exhibitors shall manage visitors' personal information obtained at the Exhibition pursuant to exhibitors' privacy policy.

11. Court having jurisdiction
    The Tokyo District Court shall have exclusive jurisdiction for the first instance in the case of any dispute regarding rights and obligations arising from this contract.

Inquiries:
H.C.R. Organizer's Office
(c/o Health and Welfare Information Association)
Shin-Kasumigaseki Bldg., 3-3-2, Kasumigaseki
Chiyoda-ku, Tokyo 100-8980 Japan
TEL. +81-3-3580-3052 E-mail: overseas@hcrjapan.org