



TERMS AND CONDITIONS OF CONTRACT



ProWine Tokyo
Tokyo Big Sight
Tokyo, Japan
13-15 April 2027

1. DATE OF THE EVENT

The event, ProWine Tokyo 2027, will be held at Tokyo Big Site in Tokyo, Japan, with the schedule below.
Stand Construction: 11-12 April 2027
Event Period: 13-15 April 2027 10am – 5pm
Dismantling: 15 April 2027 5pm – 9pm

2. TERMS AND CONDITIONS, EXHIBITOR'S MANUAL

The Exhibitor shall observe and comply with this Terms and Conditions and the Exhibitor's Manual. The Organizer reserve the right to terminate the contract, cancel the participation, order the alteration or removal of any exhibits or any stand which does not conform to the Terms and Conditions and the Exhibitor's Manual, in accordance with the Clause 12.

3. APPLICATION FOR PARTICIPATION

All applications for participation shall be signed, sealed, and submitted to the Organizer for approval. The final due date for application is 27 November 2026.

The application shall constitute a legally binding offer of the exhibitor to conclude a contract from the date the Organizers receives the application.

The Organizer reserve the right to accept or refuse any application without giving any reason.

The Exhibitor shall co-operate with the Organizer to provide them with any reasonable information which they require about it.

4. LICENSING AND ALLOCATION OF EXHIBITION SPACE

The Exhibition Space is licensed to the Exhibitor only (in common with the Organizer and all others authorized by the Organizer) on a non-exclusive basis. The Exhibitor is prohibited to sub-license the Exhibition Space allocated to it, either wholly or in part, or otherwise part with or share possession of all or any part of the Exhibition Space.

The Organizer may allocate the Exhibition Space in any manner as they deem fit.

5. CHANGES BY THE ORGANIZERS

The Organizer reserve the right at their sole discretion to change the location of or venue for the Exhibition, the opening hours of the Exhibition, the term or duration of the Exhibition, the date or dates on which the Exhibition is to be held provided that the revised dates are within 6 months of the dates set out in the Application Form, to change the Exhibition Space allocated to the Exhibitor, to alter the size and dimensions of the Exhibition Space from that for which application is made in the Application Form, to change or close entrances and exits and access to the venue, Exhibition and/or Exhibition Space and to undertake any kind of alterations to the Exhibition Space whatsoever.

In the event that the Organizer change the location or venue of the Exhibition, or the date or dates on which the Exhibition is to be held, the Organizer will provide the Exhibitor with notice of that change as soon as practicable.

6. TERMS OF PAYMENT

The Organizer shall issue an invoice on the participation fee to the Exhibitor only via E-mail. The Organizer

will not use surface mail or any other means to send paper invoice.

The Exhibitor must make the payment full by the date designated on the invoice sent by the Organizer. The final due date for payment is 11 December 2026.

*All the payment should be made in Japanese Yen.

*All bank transfer fee(s) should be borne by the Exhibitor.

If any amounts payable under this Contract are not paid to the Organizer by their due date, then the Organizer shall be entitled to cancel the Exhibitor's participation and allocate their space to else.

7. EXHIBITS TRANSPORTATION

No exhibit will be allowed into or out of the Exhibition Centre without an official delivery order or clearance document. The Exhibitor shall at its own cost make its own arrangements for transportation of exhibits to and from the Exhibition Center (including, without limitation, arranging for all necessary customs clearances and regulatory approvals and licenses) and for storage of exhibits and packaging materials.

At such time after the close of the Exhibition as the Organizer may specify, or on sooner termination of this Contract, all exhibits shall be removed and cleared from the Exhibition Space and vacant possession of the Exhibition Space shall be delivered to the Organizer in as good and clean order and condition as it was when initially licensed to the Exhibitor.

Any property remaining after the dismantle period designated by the Organizer will be considered abandoned and may be sold or otherwise disposed of by the Organizer at the Exhibitor's expense. No property may be removed from the Exhibition before the Exhibition ends.

8. CONDUCT IN THE EXHIBITION CENTER

During the term of the Exhibition and for so long as the Exhibitor or any of its Representatives or exhibits is in the Exhibition Center in connection with the Exhibition the Exhibitor shall be responsible for the good conduct of its Representatives who shall be bound by and must observe these Terms and Conditions and Exhibitor's Manual in all respects.

9. INSURANCE

The Exhibitor must have in existence prior to its seeking access to the Exhibition Centre and at all times during the term of the Exhibition, and for so long as the Exhibitor or any of its Representatives or exhibits is in the Exhibition Centre in connection with the Exhibition, a valid insurance policy satisfactory to the Organizer in respect of its participation in the Exhibition. The Exhibitor must have, at all times, valid and adequate insurance cover against theft, fire, public liability, damage to property, personal injury, third party loss, accidents, natural calamities, acts of God and such other risks normally insured against by Exhibitors and/or as the Organizer may require, in connection with, inter alia, the Exhibitor's property and its activities during the Exhibition (including the stand construction and dismantling periods). If Exhibitor cannot provide satisfactory evidence of such insurance cover, the Organizer shall be entitled to cancel the Exhibitors right of participation immediately and

Exhibitor shall not be entitled to any refund.

The Organizer shall be entitled to inspect any such insurance policy and receipts for premium at any time.

The Exhibitor shall be liable to any third party for, inter alia, any claims, injury or damage arising from any such event and/ or from its Exhibition space. In case the Exhibitor or a sub-contractor from the Exhibitor damages any property from the organizer, the venue or any other third party, it will be the Exhibitor's responsibility to compensate the damaged part in full.

10. POSTPONEMENT AND CANCELLATION

In addition to the Organizer rights under Clause 5. the Organizer may, without reason being necessary and without incurring any liability whatsoever to the Exhibitor, cancel the Exhibition, or at their election, postpone indefinitely, or otherwise make changes to the Exhibition, if in the sole opinion of the Organizer:

- (a) the holding of the Exhibition by the Organizer, the performance by the Organizers of their obligations or attendance at the Exhibition by exhibitors and/ or visitors, is impossible, legal or substantially or materially interfered with or affected, due to any cause or causes beyond the control of the Organizer including, without limitation, any of the following: act of God, governmental act, war, fire, flood, explosion, civil commotion, armed hostilities, act of terrorism, revolution, blockade, embargo, strike, lock-out, sit-in, industrial or trade dispute, adverse weather, disease, risk to public health, accident to or breakdown of plant or machinery, shortage of any material, labor, transport, electricity or other supply, regulatory intervention, general advisory or recommendation of any government (including any government agency or department), regulatory authority or International agency, against travel, exhibitions and/ or public gatherings, or the Exhibition Centre becomes unavailable and/ or unfit for occupancy and/ or use;
- (b) any other circumstance, occurrence or cause arises that makes it in the opinion of the Organizer impossible, impractical, or undesirable for the Organizer to hold the Exhibition as initially planned.

11. CANCELLATION BY THE EXHIBITOR

The Exhibitor wishes to cancel or reduce their allocated Exhibition Space should contact in written communication and obtain the approval of the Organizer. In accordance with the date the Organizer accepted the cancellation of a whole or a part of Exhibition Space, the Exhibitor shall pay the cancellation fee as follows:

- (1) From the date of application reached the Organizer to the application due date: 25% of the total cost stated in the contract;
- (2) From a day after the application due date to 22 January 2027: 50% of the total cost stated in the contract;
- (3) From 23 January 2027 and after: 100% of the total cost stated in the contract.

*In case of any discounts, the total amount prior to the discount will be considered.

12. TERMINATION

This Contract may be terminated by the Organizer by notice to the Exhibitor upon the occurrence following

events:

- (1) the Exhibition is cancelled under Clause 10;
 - (2) Payment of Fees is not made by the Exhibitor in accordance with Clause 6;
 - (3) the Exhibitor fails to arrange insurance cover in accordance with Clause 9;
 - (4) the Exhibitor is, for any reason, unable to utilize the Exhibition Space allocated to it;
 - (5) the Exhibitor becomes insolvent or, in any jurisdiction, enters into or takes or is subject to any form of winding up, administration, receivership, liquidation, bankruptcy, arrangement with creditors generally or any other insolvency procedure in respect of it or any of its assets, or suffers the enforcement of security or legal process or repossession;
 - (6) the Exhibitor is convicted of any criminal offence or otherwise so conducts itself as to bring itself, the Exhibition or the Organizer into disrepute;
 - (7) the Exhibitor is in breach of any provision of this Contract, including without limitation its obligations of the Exhibitor's Manual; or
 - (8) the Exhibitor is in breach of any applicable local legislation, rules or regulations, or any export and/or financial control and/or sanction under any applicable legislation, rules or regulation that affects the Exhibitor or any Representatives (including, for the avoidance of doubt, any stand sharers approved in writing by the Organizer and their Representatives). Upon termination of this Contract for whatever reason, any allocation of the Exhibition Space shall automatically be cancelled forthwith.
- If this Contract is terminated under any of above the Organizer shall be entitled forthwith to re-license the Exhibition Space, all payments made in respect of the Exhibition Space shall be forfeited and the Organizer shall have the right to claim for the balance of the Fees and for any loss or damage suffered or additional expenses incurred by or on behalf of the Organizer as a consequence thereof. Upon termination of this Contract for whatever reason, all of the Exhibitor's property shall be removed by the Exhibitor from the Exhibition Space immediately, failing which such property shall be removed and the Exhibition Space cleared by the Organizer at the Exhibitor's expense. The Organizer reserve the right to exercise a general lien over any property of the Exhibitor in the Exhibition Centre in respect of all monies, of whatsoever nature, including in respect of claims for damages, which may at any time be due or payable by the Exhibitor to the Organizer in connection with the Exhibition. Obligations of the Exhibitor which are unperformed at termination of the Contract shall continue in force after termination.

13. LIABILITY, INDEMNITY AND REFUNDS

Participation by the Exhibitor in the Exhibition is solely at the Exhibitor's own risk. The Exhibitor agrees to indemnify and hold the Organizer harmless, on demand, against all claims, liabilities, losses, suits, proceedings, damages, judgments, expenses, costs (including legal fees) and charges of any kind howsoever incurred by or on behalf of or made against the Organizer, its employees, agents or contractors arising out of any breach of any of this

Contract or the Exhibitor's Manual or any other default or negligence of, or any damage or loss caused by, the Exhibitor and/or any of its Representatives.

All exhibits are brought to, displayed at and removed from the Exhibition Center at the Exhibitor's own risk and shall be safeguarded by the Exhibitor at all times. The Organizer shall not be liable for any losses (including consequential losses), damages, demands, costs, claims, charges or other expenses of any kind suffered or incurred by the Exhibitor, their Representatives or any other person arising in connection with the Exhibition including, without limitation, (a) any theft, fire, (b) defect in the Exhibition Centre howsoever caused, (c) cancellation or early closure of, or delay in the opening or closing of, the Exhibition for whatever reason outside the control of the Organizer, (d) any matter referred to these Terms and Conditions, (e) any types of taxes accrued or imposed by government (including any government agency or department) or regulatory authority to the Exhibitors or their Representatives, (f) any natural calamity or any act of God, howsoever arising.

The Exhibitor and/or their Representatives shall have no financial or other claim against the Organizer.

Subject as below, the Organizer accepts no responsibility and shall not incur any liability to the Exhibitor or any other person for (a) any error or omission in any information relating to it, its equipment, products or services in any promotional material, information or thing provided to the Organizer or any other person by the Exhibitor, (b) any error or omission relating to it, its equipment, products or services in the Exhibition's Official Directory or in any promotional material, information or thing produced or commissioned by the Organizer or the Exhibitor, (c) products displayed or sold by any Exhibitor at the Exhibition, (d) the Organizer carrying out any of their obligations under this Contract or the Exhibitors Manual, or (e) any loss or damage or any indirect or consequential loss caused by or arising from any of the equipment and computer systems (inclusive of hardware and software) of and services provided by the Organizer, by any supplier to the Organizer or by the Exhibition Centre Operator failing or being defective.

In the event that the Organizer postpone, change the venue of, or otherwise make changes to the Exhibition under clause 5:

- (a) the Contract shall continue to bind the parties;
- (b) the Exhibitor shall not be entitled to any refund of any payments made in respect of the Exhibition Space, and shall remain liable to pay the balance of the Fees, if any; and
- (c) the Exhibitor shall have no claim whatsoever for compensation for loss or damage suffered or additional expenses incurred as a result of any postponement, change of venue or other change to (including any alteration in character or reduction in scale of) the Exhibition.

Neither the Organizer nor any of its respective agents shall be liable to the Exhibitor under this Contract in contract, tort (including negligence and breach of statutory duty) or otherwise for any loss of profits (whether direct or Indirect), revenue, goods, use, anticipated savings, goodwill, reputation or business opportunity

for any indirect, incidental, special or consequential loss arising under this Contract (whether or not reasonably foreseeable and even if it had been advised of the other incurring the same).

The Organizer total liability in contract, tort (including negligence and breach of statutory duty) or otherwise arising in connection with this Contract shall be limited to the total Fees paid by the Exhibitor for the relevant Exhibition in connection with which such liability arises.

All warranties, conditions and other terms implied by statute are, to the fullest extent permitted by law, excluded from this Contract.

14. COMPLIANCE WITH LEGISLATION

The Exhibitor must comply with all relevant legislation, rules and regulations of the country or territory where the Exhibition is held and shall be solely responsible for observing and complying with the same and for obtaining all consents, approvals, authorities, licenses and the like as may be requisite to its participation in the Exhibition.

15. PRIVACY POLICY

All information will be treated under the Privacy Policy of Messe Duesseldorf Japan, Ltd, stated in its official website.

16. OTHER OBLIGATIONS

Each of the Organizer and the Exhibitor undertakes to the other that it shall use all reasonable endeavors to ensure that all information, written or oral or in any other form, of whatever nature received by it relating to the other shall (save to the extent it is in the public domain) be treated as confidential and shall not be used or disclosed to any third party except in connection with the participation in the Exhibition of the Exhibitor under this Contract or as may be required by law, by any competent regulatory authority or by the Exhibition Centre Operator.

Notwithstanding the above the Exhibitor agrees that the personal data provided by it in connection with its participation or proposed participation in the Exhibition may be used by the Organizer in accordance with clause 15.

17. GOVERNING LAW AND JURISDICTION

This Contract shall be governed by and construed in all respects in accordance with the laws of Japan and the Exhibitor submits to the non-exclusive jurisdiction of the Japanese courts for all purposes relating to this Contract or the Exhibition.

18. SUPPLEMENTAL CLAUSES

Notwithstanding the provisions of clause 3, the Organizer reserve the right to issue supplementary regulations or instructions in addition to those in these Terms and Conditions, the Exhibitor's Manual to the extent reasonable to ensure smooth management of the Exhibition. Any additional written regulations or instructions shall be deemed to form part of these Terms and Conditions and shall be binding on the Exhibitor.