

Game Market Exhibit Rules

1. Fulfilment of the Rules

All applicants and exhibitors (hereinafter referred to as "exhibitors") at the Game Market (hereinafter referred to as "the event") must comply with the "Exhibitors' Guide" provided by the organizer and the following rules.

In addition, by applying to participate in the exhibition, all booth exhibitors agree to be jointly and severally liable for the following matters:

If an exhibitor fails to comply with these rules or is found to be in breach of them and the organizer considers the breach to be malicious, the organizer may refuse the application, cancel the exhibition, or order the removal or alteration of the booth, display, or decorations.

In such cases, the basis for the organizer's decision will not be disclosed and no claim can be made against the organizer for expenses paid by the exhibitor, for costs associated with the exhibition or for any loss suffered by the exhibitor or any person associated with the exhibitor as a result of the removal or alteration of the exhibition.

2. Exhibitor Qualifications

2-1.

Exhibitors must be companies or individuals who meet the objectives of the event as defined by the organizer. The organizer will examine the exhibitor's application to ensure that there are no omissions or deficiencies in the 'Exhibition Application Form' and that the content of the exhibit is in accordance with the objectives of the event; and will decide whether or not the exhibitor meets the Exhibit Criteria set in the Rules and whether or not the exhibitor may exhibit.

More than one application from the same representative will not be accepted.

(If the applicant's email address is the same as that of the person responsible for the application, the applicant is considered to be 'the same person')

2-2.

The exhibitor warrants that they and their officers, etc. (in the case of a legal entity, the officers or representatives of the branch or sales office (* the office where contracts are usually concluded), and in the case of an organization, the representatives, directors, etc. and other persons substantially involved in the management of the organization. The same shall apply hereinafter) do not fall within any of the following categories:

- Organized Crime Group (refers to Organized Crime Group 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). The same shall apply hereinafter);
- Organized Crime Group Members (Organized Crime Group Members as defined in Article 2, item 6 of the same Act. The same shall apply hereinafter);
- Former Organized Crime Group members with less than five years having passed since leaving the Organized Crime Group;
- Organized Crime Group Associate Members;
- Organized Crime Group affiliated company;
- Sokaiya racketeer groups, etc.;

- Organized crime groups engaging in violent and illegal activities under the pretext of social movements, etc., or organized crime groups specialized in intellectual crimes, etc.;
- Other persons categorized as matching the above descriptions (hereinafter collectively referred to as "Organized Crime Groups, etc.");
- The exhibitor uses an Organized Crime Group for the purpose of gaining an unfair benefit for themselves, their own company or a Third Party, or for the purpose of inflicting damage on a Third Party, etc.;
- When the exhibitor directly or actively cooperates with or is involved in the maintenance or operation of Organized Crime Groups, such as by supplying funds, etc., or by providing favors to Organized Crime Groups;
- When an officer or other persons have a socially reprehensible relationship with an Organized Crime Group, etc., despite the knowledge that the group is an Organized Crime Group, etc.

2-3.

If the person responsible for the application is a minor at the time of application, the application cannot be accepted.

3. Application for exhibiting

An application for participation in this event shall only become official upon acceptance by the organizer of the information contained in the 'Application Form for Exhibitors.' If there are too many applicants, a draw will be held to decide which applicants to accept and the winning applicants will be emailed. The details and any other information of the draw will not be made available to the public.

4. Payment of exhibit fees and the cancellation or withdrawal of exhibits

4-1.

The exhibitor is obliged to pay the exhibit fee by the due date to the specified bank account according to the email or invoice sent by the organizer after applying as an exhibitor.

Please note that the exhibitor is required to pay all bank charges incurred. In the event that the exhibitor fails to pay the exhibition fee by the due date, the organizer shall be entitled to cancel the application.

4-2.

If an exhibitor cancels or withdraws all or part of the exhibit after applying as an exhibitor, the exhibitor must notify the organizer via the same email address used for the application and pay the organizer applicable cancellation charges.

4-3.

100% of exhibition fees, and other relevant application fees (including equivalent consumption tax)

5. Allocation of booths

5-1.

The organizer will decide on the overall layout of the booths. Exhibitors must abide by the results.

5-2.

Unless otherwise authorized by the organizer, exhibitors cannot transfer, exchange, or lend their booth, in whole or in part, to any other party.

5-3.

The organizer may change the overall layout of the booth if some exhibitors cancel or withdraw from the exhibition.

Exhibitors are required to comply with any such changes.

5-4.

Where two or more companies or organizations apply jointly for the exhibit, the representative company or organization (hereinafter referred to as the "representative exhibitor") shall apply and shall be responsible for all aspects of the exhibition. The organizer will only send communications and visitor information material to the representative exhibitor.

For more information, please see the 'Exhibitors' Guide.'

6. Regarding the content of the exhibits

6-1.

All items relating to analogue games are eligible for exhibit. In particular, please note the followings:

- Analogue games for sale and trial;

- *Board games, card games, table-talk role playing games (TRPG), simulation games, trading card games, toys, etc.

- Sale of goods related to analogue games;

- *Manuals, game books, novels, TRPGs, replays, scenario collections,

spinning tops, dice, etc. and used analogue games for sale

- *Exhibits without sales (demonstration or test play only) are also possible.

- *As long as they are based on titles that have been (or will be) sold as analogue games, smartphone, tablet and PC games can be exhibited.

6-2.

It is forbidden to bring in or sell sexually explicit material which is against the law or which seriously disturbs public order and standards of decency. The following types of works are considered "R18 works" and may not be exhibited, performed or sold: • Brutal or suggestive expressions of violence (e.g. realistic depictions of human death, brutal depictions involving bodily harm);

- Expressions that incite criminal or other anti-social behavior (e.g., depictions of drug abuse or euphoria, etc.);
- Expression that stimulates sexual feelings by depicting sex (e.g., depiction of extreme sexuality, etc.);
- Other items which are not be suitable for sale or display to minors under 18 years of age in the judgment of the secretariat.

The Game Market is a 'festival of analogue games that are fun for the whole family.' Many children will also visit the exhibition. The secretariat reserves the right to request the removal or suspension of any exhibit that, in the judgment of the secretariat, may be unsuitable for children (e.g., sexually explicit material or grotesque depictions).

6-3.

The display or sale of counterfeit goods, etc. that are in breach of intellectual property rights is not permitted except for cases which have the permission of the copyright holder.

6-4.

The 'Exhibitor's Guide' provided by the organizer specifies the methods of loading, unloading and exhibiting displays; and the exhibitor must comply with them.

6-5.

Exhibitors are not permitted to display, advertise or carry on any business in the aisles or in any other areas outside of their allocated booth.

6-6.

Exhibitors must not engage in activities that disturb or interfere with neighboring exhibits, such as demonstrations that emit strong light, heat, smell or loud sound.

Exhibitors are also prohibited from aggressively selling, soliciting, defaming or obstructing the business of other exhibitors or visitors.

If the organizers consider that a disruptive act has been committed, they may at any time order the cancellation, alteration or prohibition of the exhibit. Exhibitors must also comply with the instructions of the organizer.

6-7.

Exhibitors must comply with all fire and safety rules, regulations and administrative guidance applicable to the venue.

6-8.

The organizer does not accept any responsibility for the content of any business negotiations or contracts between the exhibitors or between the exhibitors and the visitors.

6-9.

The organizer shall be responsible for the general organization and management of the venue during the duration of the exhibition.

However, the organizer will not be responsible for the management of the booth.

Exhibitors shall be responsible for the operation of the booth allocated to them, for the safety of visitors and for the management of their exhibits.

Exhibitors are responsible for insuring their exhibits.

6-10:

Please refrain from selling or freely distributing any food, snacks or drinks without receiving express prior consent from event management.

7. Liability for damages

7-1.

Exhibitors shall indemnify the organizer for any damage suffered by the organizer because of an exhibitor breaching or being found to have breached the Exhibitor's Guide provided by the organizer or the Rules. The exhibitor shall also be liable for any damage to the buildings and facilities in and around the venue caused by the negligence of the exhibitor, its employees, or associated persons.

7-2.

The organizer shall not accept any liability for any loss, injury or damage to exhibitors, their employees or associated persons or to the exhibitor's booth as a result of theft, loss, damage, accidents or force majeure such as natural disasters.

7-3.

The organizer reserves the right to postpone, cancel or suspend the event due to natural disasters, earthquakes, epidemics or other causes beyond the control of the organizer and exhibitors (without breach of fiduciary duty by the organizer and exhibitors and excluding intentional or negligent acts). In such cases, the organizer will not refund any exhibitor fees, even if the event is postponed or cancelled.

No compensation will be paid for any loss suffered by the exhibitor or any person associated with the exhibitor due to postponed, cancelled or interrupted events.

7-4.

The organizer will not indemnify exhibitors, their employees and associated persons for any damage caused by natural disasters, transport delays, social unrest, etc.

8. Handling of personal data

8-1.

Exhibitors must comply with the Act on the Protection of Personal Information and related laws and regulations when acquiring personal information through the event, and must do so legally and appropriately.

The purpose for using personal data must always be disclosed and notified; and the data must be used within the scope of that purpose; and the consent of the data subject must always be obtained, especially if the data is to be disclosed to a third party.

8-2.

The exhibitor must manage and process the personal data obtained in the course of the event in an appropriate manner in accordance with the security management required by law.

8-3.

In response to a complaint regarding the disclosure, correction, amendment, deletion, cessation of use or erasure of personal information obtained through the event, the exhibitor must manage and operate the personal data in a lawful and appropriate manner in accordance with the law.

8-4.

If a dispute arises between an exhibitor and a person claiming to be the subject or owner of personal information collected, managed and operated by the exhibitor through the event, the two parties shall discuss and resolve the dispute and the organizer will not assume any responsibility in such cases.

8-5.

The organizer will use the exhibitor's information and personal data for various procedures and information related to the exhibit. Exhibitor and personal information will not be disclosed to third parties without the consent of the individual concerned.

Please note, however, that the information may be entrusted to a subcontractor (secretariat subcontractor) who has signed a confidentiality agreement with the secretariat for the purpose of confirming and communicating with exhibitors and carrying out various procedures. The information will also be used to provide contact information for the Game Market and its partners for their events and to provide various information about their events.

9. Regarding photographing and videotaping

It is the exhibitor's responsibility to grant or refuse permission to exhibitors and visitors to photograph, record and document their exhibits.

It is also the responsibility of the exhibitor to provide the press with permission to film, record and make secondary use of the exhibits, the performers and the staff.

The organizer will take photographs and videos of the venue and exhibitors' booths during the event to document the event.

The rights to photographs and video footage taken by the organizer are retained by the organizer and may be made available to the press as material without prior notice or consent.

In this context, the exhibitor shall grant the organizer permission to use any photographs and videos taken by the organizer, even if the exhibitor's intellectual property rights, such as copyright and image rights, are recognized.

10. Others

10-1.

In the event of any dispute arising out of the event, the exclusive court of first instance shall be the district court competent for the location of the organizer's registered head office. 10-2.

Any matters not provided for in the Exhibitor's Guide and these Rules, etc., shall be at the discretion of the organizer.

10-3.

The official language of operation for this event is Japanese, and payment of fees and other expenses will be made in Japanese yen.

10-4.

These exhibit rules may be amended or supplemented in the future.

For the latest version, check the official website when applying to exhibit.

The accompanying rules and notes are also available on the website and in the Exhibitor's Guide. Please check them together with the Exhibitor's Guide.