

TOKYO GAME SHOW 2020

“The Future Touches Gaming First.”

EXHIBIT APPLICATION FORM

Web URL : <https://tgs.cesa.or.jp/>
Organizer : Computer Entertainment Supplier's Association (CESA)
Co-Organizer : Nikkei Business Publications, Inc./ DENTSU, INC.
Period : September 23 (Wed.) – 27 (Sun.), 2020

***Please send this Application Form by E-mail. (tgs@congre.co.jp)**

Application Deadline: July 31(Fri.), 2020 Payment Due: August 31(Mon.), 2020

The exhibitor name on the application form must be the official name. The name written on the form will be used for the exhibitor list in the official website, etc.

Exhibitor Name: _____

Company Name(if different): _____

Person in charge of application

Name: _____

Email: _____

Address: _____

Phone: _____

Exhibit Area (Please check your exhibit category.)

General Exhibition Business (BtoB) Game School Indie Merchandise Sales

Please check your application

1. **TGS2020 ONLINE Exhibit:** **JPY 110,000.-(tax inclusive)**
2. **TGS2020 ONLINE Official Program Participation (General Slot):** **JPY 1,100,000.- (tax inclusive)**
3. **TGS2020 ONLINE Official Program Participation (Golden Slot):** **JPY 2,200,000.- (tax inclusive)**

●Application and payment

1. Please e-mail the application form to the Overseas Management Office (OMO) .
2. Upon receiving the application form, the OMO will issue an invoice for the exhibition fee.
3. Handling charge (JPY 3,000) will be added to the exhibition fee as administrative procedures.
4. You are requested to pay your exhibition fee in full within three weeks of the issuance of the invoice.
5. Your application may be cancelled if formally payment is not made by the due date.
6. Please be noted that the exhibition application will be accepted at the time that the organizer has confirmed the payment of the exhibition fee.

●Cancellation

If an exhibitor cancels an application for any reason, or reduces the number of booths applied for, the following cancellation charge must be paid according to the date of cancellation.

Payment Due: August 31(Mon.), 2020 Cancellation Fee: After August 1(Sat.), 2020 100% of Exhibition Fee

We, the undersigned, hereby make application for exhibit in TOKYO GAME SHOW 2020 ONLINE and declare that all obligations, rights and duties resulting from this application are to be governed by the Rules Governing TGS2020 ONLINE set force by the organizer, which we have read and to which we agree.

APPLICATION DATE: _____, **2020** **Signature:** _____

TOKYO GAME SHOW Overseas Management Office (OMO)

Phone: +81-3-3510-3735 E-mail: tgs@congre.co.jp

Companies and other organizations wishing to exhibit must apply for participation in the online show according to the following "Rules Governing TOKYO GAME SHOW ONLINE 2020" (hereinafter referred to as "Rules"). Unless otherwise specified, the Rules shall also apply to the "Exhibitors Manual" and other regulations, guidelines, or instructions separately prescribed by the Computer Entertainment Supplier's Association (hereinafter referred to as "Organizer"), as well as by Nikkei Business Publications, Inc. and DENTSU Inc. (hereinafter collectively referred to as "Co-organizers").

[Rules Governing TOKYO GAME SHOW 2020 ONLINE]

■ TOKYO GAME SHOW 2020 ONLINE Overseas Management Office (OMO)

•The OMO is the operating secretariat of TOKYO GAME SHOW 2020 ONLINE organized by the Organizer and Co-organizers of the SHOW.

■ Implementation of the Rules

Companies and other organizations that have entered into a contract with the OMO pursuant to the Rules (hereinafter referred to as "Exhibitor") shall comply with the provisions described in the Rules, as well as the provisions, guidelines, policies, instructions, etc. presented by the OMO. If the Exhibitor violates any of the above Rules, etc. or if the Organizer or OMO deems the Exhibitor to have caused trouble to a third party or offended public order and morals, the Organizer and OMO both have the right to reject the SHOW application, terminate the contract, or instruct the Exhibitor to suspend or change the posting or distribution of content, and the Exhibitor must agree to this. In such cases, the Organizer and OMO shall not be liable for any damages caused to the Exhibitor or parties involved as a result of the return of exhibition fees and expenses paid by the Exhibitor in advance, the termination of the contract, or the cancellation or change in the posting or distribution of content. In addition, the Exhibitor shall indemnify the Organizer or OMO for the full amount of any damages incurred.

■ Eligibility for Exhibiting in the SHOW

•Exhibitors are limited to companies and other organizations supplying game software and game products and services consistent with the purpose of the SHOW set by the OMO. The OMO has the right to determine if any product or service is consistent with the purpose of the SHOW.

■ Execution of Contract

The OMO will receive applications from companies and other organizations that wish to exhibit in the SHOW. Acknowledgment of acceptance of the application shall be issued after reviewing the details of the application. The issuance of the acknowledgment shall constitute the completion of the contract between the OMO and the Exhibitor to exhibit in the SHOW.

■ Restriction of ONLINE Exhibits and Products of Sale

1. Exhibits are limited to those that meet the Ethical Rules of CESA (Computer Entertainment Supplier's Association). The online sales of products related to software not in compliance with the Ethical Rules is prohibited. Online sales of software-related products (character goods, etc.) that violate the Ethical Rules of CESA is also prohibited. Please refer to the website (<https://www.cesa.or.jp>) for CESA Code of Ethics.
2. Promotion of software for consumer use is the content of activities of any Exhibitor, in principle.
3. Products not handled by ONLINE exhibitors cannot be exhibited at the SHOW.

■ Regulations for ONLINE Exhibit

1. Each Exhibitor must follow the instructions for contents distributions and methods defined in the "Exhibitors Manual" to be supplied by OMO.
2. Each Exhibitor must not be conducting to excessive production that are contrary to public order and morals, such as sexual expression or discriminatory expression, cannot be performed in the videos and distribution programs created by exhibitors.
3. For production methods of a video program with no provisions in the "Exhibitors Manual", OMO has an authorization to cancel or to change an exhibition.
4. Each Exhibitor pledge that their posted/distributed content does not infringe the rights of third parties and does not damage the honor, voice, or credibility of other exhibitors/third parties.
5. Each Exhibitor must obey the order of change or cancellation for the posting or delivery of the video contents by the OMO that determines the above items have violated.
6. Each Exhibitor must pay all the cost of amendments and cancellations of contents posting, distributions and changes in production methods by the instructions of OMO.

■ Exhibitor Name

•The Exhibitor name on TGS2020 ONLINE must be the official name. Unless the OMO is informed of any changes in advance, the name on the form will be used for the exhibitors list in the SHOW advertisements, TGS2020 ONLINE, etc.

■ Prohibition of Subleasing

Exhibitors may not transfer or lend to a third party (with or without transfer or rental fees, etc.) the contractual status and rights arising from these Rules (including, but not limited to, distribution slots and all or part of the TGS ONLINE exhibitor introduction page) without the prior written consent of the OMO.

■ Application and Payment Due

1. Please e-mail the application form to the OMO.
2. Upon receiving the application form, the OMO will issue an invoice for the exhibition fee.
3. Handling charge (JPY 3,000) will be added to the exhibition fee as administrative procedures.
4. You are requested to pay your exhibition fee in full within three (3) weeks of the issuance of the invoice.
5. Your application is deemed formally accepted and you are treated as an exhibitor on the payment of your exhibition fee.
6. Please be noted that the exhibition application will be accepted at the time that the organizer has confirmed the payment of the exhibition fee.

■ Cancellation of Exhibition Application

- (1) If the Exhibitor wishes to terminate the contract in whole or in part after the date of the exhibition contract, the Exhibitor must notify the OMO in writing.
- (2) The cancellation fee (excluding consumption tax) associated with the termination by the Exhibitor shall be as follows, and the Exhibitor must pay the cancellation fee within thirty (30) days of receiving the invoice for the cancellation fee from the OMO.

[Cancellation fee]

- Official program production (1st round): July 18, 2020 (Sat.) onwards...100% of the exhibition fee
- Official program production (2nd round): August 1, 2020 (Sat.) onwards...100% of the exhibition fee
- Exhibition: August 1, 2020 (Sat.) onwards...100% of the exhibition fee

■ Liability for Damages

- (1) The OMO shall not be held liable for any and all obstructions, damages, etc., for any reason whatsoever, caused by the Exhibitor (including employees, contractors, and other related parties) in relation to the content posted or distributed in the SHOW.
- (2) Exhibitors shall process the rights to the content, etc. posted or distributed in the SHOW at their own expense and responsibility. In addition, the OMO shall not be liable for any accidents (theft, loss, fire, damage, etc.) caused by natural disasters or other force majeure.
- (3) The OMO shall not be responsible for any accidental misspellings, omissions, etc. in TGS ONLINE or other promotional materials of the SHOW.

■ Burden of Equipment, etc.

- (1) Exhibitors shall be responsible for the preparation and maintenance of computers, software, other equipment, communication lines, and other communication environments, etc. required for receiving the services provided in the SHOW at their own expense and responsibility.
- (2) Exhibitors shall take security measures to prevent computer viruses, unauthorized access, information leakage, etc. according to their own usage environment, at their own expense and responsibility.

■ Statistics

The OMO shall be permitted to obtain and use access information (including, but not limited to, IP addresses) of visitors, etc. who have accessed the Exhibitors' online exhibition sites or management areas, etc. through the SHOW. In addition, the OMO will not provide the said access information, obtained as a result of the above, to Exhibitors.

■ Cancellation, Changing, or Postponing of the SHOW

In the event that the Organizer cancels, postpones, or changes the period of the SHOW for its own reasons, making it impossible for exhibitors to use all or part of their contracted booths, the OMO will reimburse the exhibition fees to the exhibitors at a daily rate, calculated by the number of days left in the SHOW.

■ Force Majeure of the SHOW

If it is difficult or impossible to hold the SHOW due to force majeure, or if there is a possibility that force majeure may occur, the SHOW will be cancelled, postponed or have the period changed based on the judgment of the "organizer and co-organizer of the SHOW." However, in this case, the OMO will not refund exhibit fees already paid.

The OMO shall not be liable to the Exhibitor in the event that the Exhibitor suffers any damages due to postponement, change of the SHOW period, or cancellation of the SHOW due to the above reasons.

For the purpose of this agreement, force majeure includes the following cases:

1. Emergency inspection of the computer system used in the SHOW
2. Shutdown of computers, communication lines, etc. due to an accident
3. Natural disasters (including earthquakes, typhoons, storms, tsunami, flooding, landslides, lightning, explosions, fire, etc.)
4. Social disruption (including war, terrorism, hostilities, rebellion, riot, civil disturbance, etc.)
5. Acts by public authority (including revision and abolition of laws, government intervention, administrative orders, trade bans, etc.)
6. Spread of infectious diseases (including bacterial infections and viral infections etc.)
7. Insufficient materials and resources (including supply interruptions of electricity, gas, and water; oil shortage, shortage of raw materials and other materials.
8. Labor disputes (including strikes, sabotage, lock-outs, etc.)
9. Defaulting of important business partners (including bankruptcy or business failure of venue management company)
10. Matters not attributable to the OMO that are not included in the preceding items

■ Sharing of Personal Information among Nikkei BP

Nikkei BP may share your personal information among our group companies.

(1) Types of personal information shared among our group

All personal information collected by Nikkei BP may be used and shared within our group. Our companies, however, will use only the minimum items of personal data that are essential for their business activities.

(2) Group companies sharing personal information

Your personal data may be used and shared only among Nikkei BP group companies

(3) Purpose of sharing personal information

Nikkei BP group companies use your personal information in accordance with the purpose of usage stated under Nikkei BP's "Personal Information Protection Policy" and "About Personal Information Collection". We will not provide any personal information collected by Nikkei BP to any third party.

(4) Our Shared Personal Information Administrator

Nikkei BP Personal Information Administrator

For more information, please contact Nikkei BP Fulfillment Services at the following address.

(5) How we collect personal information

Your personal data used and shared among our group companies are information collected by Nikkei BP via the Internet, post card, fax and other means.

(6) Contacts

Nikkei BP Fulfillment Services, Customer Support

Address: Japan Post, Kasai Post Office P.O. Box No. 20, zip code 134-8729

(June 2020)