

TOKYO GAME SHOW 2021 | ONLINE

EXHIBIT APPLICATION FORM

Web URL : <https://tgs.cesa.or.jp/en/>
Organizer : Computer Entertainment Supplier's Association (CESA)
Co-Organizer : Nikkei Business Publications, Inc./ DENTSU, INC.
Period : September 30 (Thu.) – October 3 (Sun.), 2021

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

Application Deadline: June 25 (Fri.), 2021

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 Game Merchandise Sales

Please check your application

1. TGS2021 ONLINE Exhibit: JPY 220,000.- (tax inclusive)
2. TGS2021 ONLINE Official Program Participation (General Slot): JPY 2,750,000.- (tax inclusive)
3. TGS2021 ONLINE Official Program Participation (Golden Slot): JPY 3,850,000.- (tax inclusive)
4. TGS2021 Trial Play / Exhibition Area Booth JPY 770,000.- (per one booth / tax inclusive)

of Booth Units: [] *Booth Units are applicable only for [1],[2],[3],[4] and [6]

※Above [2] and [3] include TGS2021 ONLINE Exhibit fee.

●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.

Cancellation Fee (For Online Exhibit): After June 26 (Sat.), 2021 50% of Exhibition Fee

Cancellation Fee (For Online Exhibit): After July 30 (Fri.), 2021 100% of Exhibition Fee

Cancellation Fee (For TGS Official Exhibitor Program Priority ①②) : After July 13 (Tue.), 2021 100% of Exhibition Fee

Cancellation Fee (For TGS Official Exhibitor Program Priority ③④) : After July 20 (Tue.), 2021 100% of Exhibition Fee

Time Slot Selection Priorities

Priority① Game Console Platform Companies

TOKYO GAME SHOW Overseas Management Office (OMO)

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

Priority② Exhibitor that participated in the preceding show (TGS2020 ONLINE) with Official Exhibitor Program.

Priority③ Exhibitor that participated in the preceding show (TGS2020 ONLINE) with online exhibit only.

Priority④ Other exhibitors

Cancellation Fee (For Trial Play / Exhibition Area Booth Priority ①②) : After June 26 (Sat.), 2021 50% of Exhibition Fee

Cancellation Fee (For Trial Play / Exhibition Area Booth Priority ①) : After July 26 (Mon.), 2021 100% of Exhibition Fee

Cancellation Fee (For Trial Play / Exhibition Area Booth Priority ②) : After July 30 (Fri.), 2021 100% of Exhibition Fee

Booth Selection Priorities

Priority① [TGS Official Exhibitor Program] Exhibitor

Priority② [Online Exhibition] Exhibitor

We, the undersigned, hereby make application for exhibit in TOKYO GAME SHOW 2021 ONLINE and declare that all obligations, rights and duties resulting from this application are to be governed by the Rules Governing TGS2021 ONLINE set force by the organizer, which we have read and to which we agree.

APPLICATION DATE: _____, **2021** **Signature:** _____

Companies and other organizations wishing to exhibit must apply for participation in the online show according to the following "Rules Governing TOKYO GAME SHOW 2021 ONLINE" (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 2021 ONLINE]

■ TOKYO GAME SHOW 2021 ONLINE Overseas Management Office (OMO)

•The OMO is the operating secretariat of TOKYO GAME SHOW 2021 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.

■ Selection of TGS2021 ONLINE Official Exhibitor Program Time Slot

The time slot of TGS Official Exhibitor Program will be decided at the slot selection meeting. The selection will be carried out in two parts, Priority (1)(2) and Priority (3)(4).

Priority (1) and (2): July 9 (Fri.) , 2021

Priority (3) and (4): July 16 (Fri.), 2021

Priority of TGS2021 ONLINE Official Exhibitor Program time slot selection is as follows:

Priority (1) : Game Console Platform Companies

Priority (2) : Exhibitor that participated in the preceding show (TGS2020 ONLINE) with Official Exhibitor Program.

Priority (3) : Exhibitor that participated in the preceding show (TGS2020 ONLINE) with online exhibit only.

Priority (4) : Other exhibitors

※Regarding selection of Priority (1) and (2), the company and organization with largest number of conducting slot participations in 2020 will be prioritized. For under same conditions, exhibitors who have met the exhibition application deadline timeline, and CESA members will be given priority. If the conditions are still the same, a lottery will be holding to applicable companies and organizations. Regarding selection of Priority (3) and (4), exhibitors who have met the exhibition application deadline timeline, and CESA members will be given priority. If the conditions are still the same, a lottery will be holding to applicable companies and organizations.

■ Exhibitions in the venue (Trial Play and Exhibition Area for press / influencers)

(1) Booth decoration / structure method, volume, exhibition content / method, production method, etc. are stipulated in the "Exhibitors Manual" provided by OMO, and exhibitors must comply with the rule.

(2) In the production inside the booth, excessive production that is offensive to public order and morals, such as sexual expression and discriminatory expression, cannot be performed. If OMO determines that it violates this, the production has to be canceled and the exhibitor shall obey the order by OMO.

(3) If OMO decides that it is necessary to change or cancel the booth decoration / structure method, volume, exhibition content / method, production method, etc., which are not specified in the "Exhibitors Manual", before the exhibition is held. Exhibitors shall follow this judgment regardless of the duration of the event.

(4) Exhibitors must ensure that their exhibition does not interfere with neighboring exhibitors. OMO will judge whether there is any obstruction or violation based on the provisions of the exhibition guidelines, and the exhibitor shall comply with this judgment.

(5) Exhibitors will bear all costs associated with changes and cancellations of decoration / structure methods, volume, exhibition contents / methods, production methods, etc., which are incurred by the instructions of OMO, and damages will occur due to the changes / cancellations. Even in such cases, the exhibitor shall exempt OMO from liability.

(6) Exhibitors will decorate their booths during the exhibition preparation period stipulated by OMO in the exhibition guidelines. All booth decorations shall be completed by the time of the exhibition.

(7) All exhibits and decorations shall be removed on the same day during the removal time specified by OMO

in the exhibition guidelines.

(8) It is strictly prohibited to remove part or all of the exhibits during the exhibition period.

(9) Exhibitors must strictly comply with all fire prevention and safety regulations and regulations that apply to the exhibition hall.

■ Determination of Booth Location

The location of booths will be determined at a booth location selection meeting to be held on July 26, 2021, (for exhibitors that applied for TGS2021 ONLINE Official Exhibitor Program) and July 30, 2021 (for exhibitors that applied for TGS2021 ONLINE exhibition ONLY).

Priority 1: "Official Program (Official Exhibitor Program)" Participating Exhibitors: July 26 (Mon.), 2021

Priority 2: "Online Exhibit" Exhibitors: July 30 (Fri.), 2021

Priority 1: For "Official Program (Official Exhibitor Program)" Participating Exhibitors

• Selection Method

- For "TGS Official Exhibitor Program" Participation Exhibitors:

In descending order beginning with exhibitors requesting a larger number of booths, exhibitors will be asked to select desired booth locations regardless "Golden Slot" or "General Slot". If there are multiple booths in the above conditions, exhibitors applied before the closing date and the member of Computer Entertainment Supplier's Association (CESA) has priority to select booth location. Further determination in the same conditions will be selected by a lottery.

Priority 2: "Online Exhibit" Exhibitors

• Selection Method:

- For "Online Exhibit" Exhibitors

In descending order beginning with exhibitors requesting a larger number of booths, exhibitors will be asked to select desired booth locations. If there are multiple booths in the above conditions, exhibitors applied before the deadline and the member of Computer Entertainment Supplier's Association (CESA) has priority to select booth location. Further determination in the same conditions will be selected by a lottery.

• "Exhibitors who have met the exhibition application deadline" means exhibitors whose application form has arrived at OMO by the exhibition application deadline.

• It is not possible to change the number of booths at the booth location selection meeting.

• If the number of booths cannot be accommodated during the booth location selection meeting, the exhibitor may have to adjust the number of booths requested

in consultation with the OMO, or may be asked to change the depth-to-width ratio of the exhibition area, with the applied area being unchanged.

• The exhibitor cannot change the location of booths after their selection. However, there may be cases in which the location of the exhibitor's booth will be changed, based on the exhibitor's consultation with the OMO, due to a booth cancellation by another exhibitor, the addition of new booths or other reasons.

• The selection method may be changed in advance depending on the application status. In that case, OMO will contact exhibitors before the booth location selection meeting.

■ Exhibitor Name

• The Exhibitor name on TGS2021 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, TGS2021 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 Exhibitor Program (1st & 2nd Round Priority): July 13, 2021 (Tue.) onwards...100% of the exhibition fee

•Official Exhibitor Program (3rd & 4th Round Priority): July 20, 2021 (Tue.) onwards...100% of the exhibition fee

※The cancellation fee will be 100% after the deadline for submitting Official Exhibitor Program timeline selection agreement (one business day following the selection meeting).

•Online Exhibition: June 26, 2021 (Sat.) onwards...50% of the exhibition fee

•Online Exhibition: July 30, 2021 (Fri.) onwards...100% of the exhibition fee

•Trial Play / Exhibition Area for Press and Influencers: June 26, 2021 (Sat.) onwards...50% of the exhibition fee

※Official Exhibitor Program Participating Exhibitor: July 26, 2021 (Mon.) onwards.. 100% of the exhibition fee

※Other Exhibitors: July 30, 2021 (Fri.) onwards... 100% of the exhibition fee

※However, if the desired number of booths cannot be applied due to a large number of exhibitors, the exhibition fee of Trial Play / Exhibition Area for press / influencers will be refunded in full.

■ 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) Exhibitors shall bear all costs associated with changes in decoration / structure method, volume, exhibition content / method, production method, etc. caused by the instructions of OMO, and OMO shall not bear all costs for any reason. OMO is not obligated to pay for any cost.
- (4) The exhibitor shall immediately compensate for any damage to the building or equipment of this exhibition caused by the carelessness of its employees or related parties.
- (5) The OMO shall not be liable for accidental typographical errors or omissions in TGS ONLINE or other promotional materials for this exhibition.
- (6) Due to the epidemic and spread of new coronavirus (Covid-19, etc.) and other infectious diseases, the national government, local public organizations, designated public institutions, or designated local public institutions have been enacted in the Law on Special Measures for New Influenza, etc. Due to emergency measures based on the Law No. 31, we may cancel or postpone all or part of this exhibition, request a change in its contents. The OMO will NOT refund the exhibition fee already received due to these cancellations, postponements, or changes. Depending on the situation, Organizer shall make decisions different from the handling specified in this section at its own discretion.

■ 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) Company Name: Nikkei Business Publications, Inc. (Nikkei BP)
- (2) Personal information manager: Nikkei BP Personal Information Manager
- (3) Purpose of use

1. To provide purchased / registered products / services
2. To deliver DMs and questionnaires
3. For office work and inquiries

- (4) 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.

- (5) Entrustment of handling personal information

We may outsource the handling of personal information to the extent necessary to a business consignment company that has a non-disclosure agreement regarding personal information.

- (6) If you cannot enter your personal information

We may NOT be able to provide the service unless you fill in your personal information.

(7) Acquisition of personal information by a method that the person cannot easily recognize

On the Nikkei BP website and various Internet services, access information of users may be automatically acquired using IP addresses, cookies, web beacons, etc. as clues.

(8) About anonymous processing information

When creating anonymously processed information, the personal information is processed according to the standards stipulated by the rules of the Personal Information Protection Commission, and at the time of creation and provision to a third party, the information about the individual included in the anonymously processed information is processed via the Internet, etc. Nikkei BP will publish the item.

(9) Handling of personal information of people residing in the EU and the United Kingdom

Nikkei BP manages properly the personal information of people living in the EU (European Union including Iceland, Liechtenstein and Norway) and the UK in accordance with the General Data Protection Regulation (GDPR) and the English law equivalent to the regulation.

(10) Contacts

Nikkei BP Fulfillment Services, Customer Support

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

URL : <https://bpcgi.nikkeibp.co.jp/toiawase.html>