

## The16th ITS ASIA Pacific Forum FUKUOKA 2018 Sponsorship Application Form

Date :        /        /       

■ Sponsor Information for the official website and Direct mail

Company Name	
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■ Person in charge

Division		Title	
Name		email	

■ Contact Person

Division		Title	
Name		email	
Address			
TEL		FAX	

✓	Purchase Item	Fee	Quantity	Sum(Fee x Quantity)
	Platinum Sponsor <input type="checkbox"/> Conference Bag	JPY5,000,000		
	Gold Sponsor <input type="checkbox"/> Notebook <input type="checkbox"/> SENSU (Japanese Hand Fun) <input type="checkbox"/> Pen <input type="checkbox"/> Business Card Case	JPY2,500,000		
	Silver Sponsor <input type="checkbox"/> Clear File <input type="checkbox"/> Seller Case <input type="checkbox"/> Mineral Water <input type="checkbox"/> Memo Pad	JPY1,000,000		
	Bronze Sponsor	JPY500,000		
Sum				
Consumption Tax(8%)				
Total				

I read and agree with the terms and conditions written in the next page.

Consent by Signature

Date        /        / 2017

Name (Printed)

■ Contact us  
 ITS AP FUKUOKA Management Office (NANO OPT Media, Inc.)  
 Email : sponsor-info@itsap-fukuoka.jp  
 12F, Shinjuku L-Tower, 1-6-1 Nishi-shinjuku, Tokyo 163-1512, Japan  
 TEL : +81-3-6258-0590    FAX : +81-3-6258-0598

# The 16th ITS ASIA Pacific Forum FUKUOKA 2018– Terms and Conditions of Participation in Event

- 1. DEFINITIONS.** The term "Event" means The 16th ITS ASIA Pacific Forum FUKUOKA 2018 scheduled to be held 8<sup>th</sup>–10<sup>th</sup> May, 2018 (the "Event Dates") at Fukuoka International Congress Center and FUKUOKA SUNPALACE, Japan (the "Event Facility"). The Event is owned, managed and produced by 16th Asia-Pacific Regional ITS Forum 2018 Fukuoka Executive Committee ("the Committee"). The term "Organizer" means the Committee and its officers, directors, agents, affiliates, representatives, employees, successors and assigns. The terms "Sponsor" means the company or person listed on the facing page, together with its officers, directors, shareholders, contractors, agents, representatives, employees and/or invitees, as applicable.
- 2. ACCEPTANCE BY ORGANIZER.** Sponsor's participation in the Event is subject to the Committee's approval. No contract is created until the Committee countersigns the Application. The Committee may withdraw its acceptance at any time by refunding the Total Fee paid if the Committee determines that Sponsor or its product(s) or service(s) are ineligible or the Event Facility cannot provide the space applied for by Sponsor. The Committee makes no representation or warranties of any kind, express or implied, regarding the Event including the number of persons who will attend the Event.
- 3. Payment of Sponsorship Fee.** Sponsors agree to complete payment by April 30<sup>th</sup>, 2018 according to the invoice issued by the committee. The Japanese tax will be added to the amount of sponsorship. Payment method has to be the bank transfer only and sponsors need to pay the bank transfer fee. We do not except others such as credit card and check.
- 4. CANCELLATION OR TERMINATION.**
- a. Cancellation by the Committee.** the Committee may cancel all or any part of the Event for any reason beyond its reasonable control, including but not limited to, natural or public disaster, act of God, acts of terrorism, venue construction, insufficient participation, market fluctuations, government regulation, or similar reasons, without any liability to Sponsor. A change in the name of the Event does not constitute a cancellation by the Committee.
- b. Termination by Sponsor.** Sponsor agrees to the following terms of cancellation once the application is made. When cancelled by its own reason, FULL AMOUNT (100%) of the cancellation charge will apply on and after turn in an application. Termination by Sponsor must be in writing and will be effective upon receipt by the Committee of an email addressed to [sponsor-info@itsap-fukuoka.jp](mailto:sponsor-info@itsap-fukuoka.jp). Sponsor acknowledges the difficulty in determining a precise value for services rendered and expenses incurred by the Committee for the Event, and in ascertaining damages incurred by the Committee if Sponsor terminates this Agreement or Sponsor's participation in the Event; the amounts due from Sponsor under this Agreement as of the effective date of any termination by Sponsor belong to the Committee and represent an agreed measure of compensation, and are not to be deemed or construed as a forfeiture or penalty.
- c. Termination by Organizer.** the Committee reserves the right to terminate this Agreement immediately by written notice to Sponsor in the event of breach or anticipatory breach by Sponsor of any of the terms and conditions set forth herein, in any addendum hereto or in the manual including failure to make any payment when due under the terms of this Agreement the Committee is expressly authorized (but has no obligation) to occupy or dispose of any space vacated or made available by reason of action taken under this paragraph in such manner as it may deem best, and without releasing Sponsor from any liability hereunder.
- 5. COMPLIANCE WITH LAWS AND RULES/INSURANCE.**
- a. Laws and Rules.** Sponsor must comply with all applicable laws, regulations, and ordinances in connection with its participation in the Event, including but not limited to rules of the venue and any relevant labor union, construction of the Exhibit in compliance with the local disabilities act, the terms, conditions, and rules issued by the Committee from time to time in connection with the Event. Sponsor's conduct and the use of names and lists captured at the Event or provided by Organizer, are subject to guidelines set forth in the Manual.
- b. Third Party Proprietary Rights.** Sponsor will not violate any proprietary rights of third parties in connection with its participation in the Event, including but not limited to the performance, distribution, or posting of copyrighted material without a license, assignment, or other legally effective permission.
- c. Taxes and Licenses.** Sponsor is solely responsible for obtaining any licenses and permits, and payment of all taxes (including sales and use taxes), license fees, or other charges applicable to its participation in the Event, including taxes collected by Organizer.
- d. Insurance** Sponsor shall be required to secure, at its own expense and risk, adequate insurance coverage against any and all casualties provided in Section 7 below.
- 6. the Committee MATERIALS.** The Manual and any other methodologies or planning materials distributed to Sponsor related to the planning or execution of the Event ("the Committee Materials") are owned exclusively by and are confidential information of the Committee. The Committee grants to Sponsor a nontransferable, nonexclusive license, on an "AS IS" basis, to use such the Committee Materials solely in connection with Sponsor's participation in the Event. Sponsor is responsible for obtaining the Manual from the Committee. Upon completion of the Event or earlier termination of this Agreement, Sponsor must promptly return the the Committee Materials to the Committee upon the Committee's written request. Sponsor may use but may not sell lists of Event Sponsors or attendees without the Committee's prior written permission.
- 7. LIMITATION OF LIABILITY; INDEMNITY.**
- a.** Under no circumstances Organizer or the Event Facility (collectively, the "Event Providers") is liable for lost profits or other indirect, incidental, consequential, or exemplary damages for any of their acts or omissions in connection with the Event, whether or not such Event Provider has been apprised of the possibility of such damages or lost profits. In no event will Organizer's liability hereunder, or otherwise in connection with the Event, exceed the amount actually paid to it by Sponsor for the Space. Organizer is not liable for any errors in any listing or descriptions or for omitting Sponsor from the Event show guide or other materials; provided that Organizer shall correct such errors or omissions immediately after any of them is known to Organizer.
- b.** None of the Event Providers are liable to Sponsor for any damage, loss, harm, or injury to the person, property, or business of Sponsor, or any of its visitors, officers, agents, employees, or other representatives, resulting from theft, fire, earthquake, water, unavailability of the venue or intermediate staging facilities, insufficient participation, accident, or any other reason in connection with the Event or any planning meetings, demonstrations, or staging's, except to the extent such liability arises directly from the willful misconduct of the Event Provider against whom liability is sought to be assessed.
- c.** Sponsor agrees to defend, indemnify, and hold harmless the Event Providers and those lawfully in the venue from and against any claim, loss, liability, or damage suffered due to (i) Sponsor's construction or maintenance of an Exhibit, and/or (ii) the negligence or misconduct of Sponsor or its agents or Sponsor's breach of any commitment made hereunder.
- d.** Sponsor acknowledges and agrees that the terms and conditions of this Agreement are subject and subordinate to the terms and conditions of Organizer's agreement with the owner or administrator of the venue at which the Event is held.
- 8. PERSONAL INFORMATION PROTECTION**
- a.** Personal Information obtained from Sponsor through Application and Contract for Exhibit Space is to be used for the purpose to deliver announcements of the following events, conferences and the related marketing services. the Committee will not disclose registered personal information to a third party without the consent of Sponsor.
- b.** the Committee may have firms or groups selected by the Committee manage the above personal information for the purpose declined by the above clause. In that case, the Committee supervises firms or groups to treat personal information properly.
- 9. RELEASE.** Sponsor acknowledges that the Event may be recorded and reproduced in any form (including but not limited to digital formats), and hereby authorizes Organizer and its designees to record, transcribe, modify, reproduce, publicly perform, display, distribute, redistribute, and transmit in any form and for any purpose any such recording of the Event, and agrees to execute any additional release presented by Organizer, its licensees, or permittees, in connection with such activity or to give effect to this provision. Sponsor agrees that Organizer may, and hereby irrevocably grants to Organizer the right to, use and publish Sponsor's name as part of any full or partial list or compilation of Event participants. Sponsor hereby releases Organizer and its designees from and waives all claims it or its employees or agents may possess, now or in the future, in connection with all activities contemplated by this paragraph 8, and waives any statutory restriction on waivers of future claims or moral rights.
- 10. MISCELLANEOUS.** When countersigned by the Committee, this contract will constitute the entire agreement between Sponsor and Organizer concerning its subject matter, and may only be modified in a writing signed by the parties. Organizer's rights under this contract are not deemed waived except as specifically stated in writing and signed by an authorized representative. If any term of this contract is declared invalid or unenforceable, the remainder continues in full force and effect. Organizer may assign this contract or its responsibilities to any other party. Any action arising out of this contract or the Event must be brought in Tokyo, and governed by Japan law, exclusive of the choice of law rules of any jurisdiction, and Sponsor consents to venue and jurisdiction in Tokyo, and waives any right to claim such venue or jurisdiction is not convenient. Organizer is entitled to recover reasonable attorneys' fees and costs in any action to enforce this Agreement. Sponsor may not assign this Agreement to any other party, including a successor in interest in the event of a merger or sale of assets, without the prior written consent of Organizer, in which event Sponsor must guarantee performance of the assigned obligations. This Agreement is binding upon the permitted heirs, successors, and assigns of Sponsor ITS AP Forum FUKUOKA.