



TAIYO DAY (THE ANYTHING JAPANESE EVENT) TERMS OF SERVICE AND EXHIBITION RULES AND REGULATIONS

This document contains the Terms of Service and Exhibition Rules and Regulations (“AGREEMENT”) for Taiyo Day (“EVENT”), which is a production of The Taiyo Circle (“COMMITTEE”). Please read the contents of this AGREEMENT completely and carefully.

I PARTICIPANTS

The COMMITTEE shall accept exhibitor applications from individuals, collectives, organizations, and businesses. The exhibitor application must have one (1) representative only. The representative must be at least 18 years of age at the time of application.

The EXHIBITOR shall be an individual, a group of two or more individuals, a collective, an organization, or a business which agreed to participate in the EVENT for the purposes of promoting and selling works, products, and services. An exhibiting member shall be an individual who is, or belongs to, the EXHIBITOR; thus, the EXHIBITOR shall have at least one (1) exhibiting member. Moreover, the representative must also be an exhibiting member. Exhibiting members must be at least 18 years of age on the day of the event.

The representative shall be the only contact person for only one EXHIBITOR, and shall provide at least one (1) email address in order to receive information about the EVENT from the COMMITTEE.

II EXHIBITION SPOTS

The COMMITTEE shall determine the dimensions, table quantity and size, chair quantity, exhibitor ID quantity, and fee for each exhibition spot. The EXHIBITOR shall select one (1) exhibition spot only. The event area shall accommodate multiple exhibition spots.

The COMMITTEE may procure tables and chairs for exhibition purposes from at least one (1) source. These tables and chairs may come from different manufacturers; thus, the EXHIBITOR acknowledges that table measurements are approximate and all available chairs may not appear the same.

The COMMITTEE may offer and sell additional exhibitor IDs during or after the application period. If the offer exists after the application period, the COMMITTEE shall provide the EXHIBITOR with specific instructions on how to purchase the said item.

III EXHIBITION ITEMS

The EXHIBITOR shall exhibit and sell artistic, creative, and literary works (“WORKS”), which are the properties of at least one exhibiting member of the EXHIBITOR, or those of the EXHIBITOR as a single entity. There shall be no minimum number of copies for each work and no minimum number of WORKS to exhibit and sell. The EXHIBITOR may exhibit and sell WORKS which fall under either category or both categories:

- Original works (“originals”), which depict and contain entirely original characters, storylines, illustrations, designs, and other content;
- Derivative works (“derivatives”), which depict and contain characters, settings, or both, from any existing intellectual property or other existing works; or, WORKS that fall under any of the following: fanart, fan fiction or fanfic, fan comics, fanzine, and fan merch.

The EXHIBITOR must provide the necessary and appropriate content warning labels and notes, in addition to the standard disclaimer, for WORKS that need such warning to advise the reader. If necessary, the EXHIBITOR shall display these warnings in public.

The EXHIBITOR may also exhibit and sell manufactured products or merchandise items that: (a) align with the theme of the EVENT or cater to the target audience of the EVENT; or, (b) feature or depict any artistic or creative work of the EXHIBITOR or an exhibiting member, including but not limited to: articles of clothing, badges and pins, fashion accessories, mugs and tumblers, and stationery. Such artistic or creative work may be an original, a derivative, or both.

The EXHIBITOR may conduct activities or provide services within their exhibition spot that align with the theme of the EVENT or cater to the target audience of the EVENT.

With regard to the display and sale of WORKS, the EXHIBITOR must not display and sell the following:

- Traced, plagiarized, or stolen works, whether such works are originals or derivatives from another creator or various creators;
- Images and text from generative AI (genAI) applications and services, or works containing such images and text.

Moreover, with regard to the display and sale of products or merchandise that feature or depict artistic or creative works, the EXHIBITOR must not display and sell the following:

- Stolen items, or items containing stolen parts or contents;
- Items that individuals below 18 years of age cannot legally purchase, including but not limited to: adult toys, alcoholic drinks, electronic cigarettes, firearms, and tobacco products;
- Items in relation to or connection with gambling and gambling products.

The EXHIBITOR must not conduct activities and provide services that fully or partially require the use of any generative AI service, application, or product.

The COMMITTEE, in coordination with the venue management, shall confiscate prohibited exhibition items without guarantee of a refund. Moreover, both the COMMITTEE and the security personnel shall escort violators out of the event area and venue. Violators can no longer participate as an exhibitor, sponsor, or partner in events where the COMMITTEE also serves as the producer or coproducer.

For the purposes of displaying WORKS and decorating the exhibition spot, the EXHIBITOR may bring and use table covers, mesh grids, trays, desk organizers, and lightweight labels and signages, provided:

- These must be on the table or above the table surface but within the exhibition spot;
- These must be within two (2) meters high from the floor;
- These must not affect or alter the placement of other tables and chairs, must not invade another exhibition spot or impede the ability of another exhibitor to sell or conduct an activity, and must not obstruct the movement of individuals present within the event area;
- The EXHIBITOR must place these installations and display items safely and properly.

The COMMITTEE shall be neither liable nor responsible for any injury, loss, or damage which the EXHIBITOR, other exhibitors, attendees, guests, event personnel, and venue employees may sustain

within the event area due to failure of the EXHIBITOR to place exhibition items or conduct activities safely. Moreover, the COMMITTEE shall be neither liable nor responsible for any damage to, or loss of, exhibition items, properties, and belongings due to such failure.

IV EXHIBITOR INFORMATION

The EXHIBITOR shall provide a list of exhibiting members at the request of the COMMITTEE. The COMMITTEE shall collect the full names of exhibiting members at least two (2) weeks before the day of the EVENT. The number of exhibiting members shall determine the number of exhibitor IDs the EXHIBITOR shall receive. If the EXHIBITOR is only one (1) exhibiting member, the EXHIBITOR shall not need to provide additional names.

The EXHIBITOR, when necessary, must provide the COMMITTEE with the updated list of exhibiting members at least one (1) week before the day of the EVENT. The COMMITTEE shall not accept requests to update exhibitor information within the week before the EVENT.

V INGRESS AND EGRESS

The COMMITTEE shall determine ingress and egress times, and shall inform the EXHIBITOR in writing at least two (2) weeks before the day of the EVENT.

The COMMITTEE shall allot a minimum of two (2) hours for exhibitor ingress. The EXHIBITOR must be present within the event area during ingress in order to prepare for the exhibition. If unable to arrive during ingress, or unable to participate in the EVENT for any reason, the EXHIBITOR must notify the COMMITTEE immediately and in writing.

The COMMITTEE shall allot a minimum of one (1) hour for egress. If the EXHIBITOR wishes to perform an egress before the end of the event proper, the EXHIBITOR must notify the COMMITTEE before the start of the event proper. The COMMITTEE, however, reserves the right to reject early egress requests.

The representative of the EXHIBITOR shall receive an exhibitor ID, or exhibitor IDs, at the event area during ingress, and must provide a valid proof of identity for verification purposes.

The COMMITTEE shall provide details and instructions on securing permits, gate passes, and other venue use requirements to the EXHIBITOR at least one (1) week before the day of the EVENT.

The EXHIBITOR must not perform any construction or renovation work within the exhibition spot which can alter, damage, or destroy fixtures, furniture, decorations, facilities, and equipment within the event area, inside the venue, or both. The EXHIBITOR alone shall be both liable and responsible for any damage within the exhibition spot, and shall shoulder all repair costs and related expenses.

The venue management reserves the right to remove and dispose unclaimed exhibition items, properties, and belongings after egress without notifying the EXHIBITOR, the COMMITTEE, or both. The EXHIBITOR shall not hold the COMMITTEE, venue management, and venue employees liable and responsible for any damage to, or loss of, unclaimed exhibition items, properties, and belongings.

vi R-18 WORKS AND NSFW CONTENT

The COMMITTEE defines an R-18 work as WORKS that contain themes, narration and dialogue, situations, and illustrations that are restricted to and suitable for individuals 18 years old and above. Moreover, the COMMITTEE defines NSFW (or “not safe for work”) content as WORKS with illustrations, designs, or text that is not suitable for public display, viewing, or consumption.

Unless stated otherwise in a separate agreement, the EVENT does not allow the display and sale of R-18 WORKS and NSFW content.

vii EVENT PROPER

The COMMITTEE may allow attendees to enter the event area within 15 minutes before the start of the event proper, and shall allow all exhibition activities until the end of the event proper.

At least one (1) exhibiting member must be present within the exhibition spot throughout the event proper. The EXHIBITOR with only one (1) exhibiting member must inform the COMMITTEE through an event personnel if the exhibiting member needs to leave the exhibition spot at any point.

Unless the venue management grants access to electricity, the EXHIBITOR must bring a power bank or a portable power source for their devices and equipment.

The COMMITTEE may either allow or prohibit eating and drinking within the event area and exhibition spot in accordance with the existing policy of the venue.

The EXHIBITOR must not allow an unauthorized individual to use the exhibition spot to display and sell items (i.e., subletting), and must not allow such individual to replace an exhibiting member at any time (i.e., substitution). All exhibiting members must wear the exhibitor ID while inside the venue.

The EXHIBITOR shall follow notices and advisories in relation to the rules and regulations that the COMMITTEE may issue from time to time during ingress, egress, and the event proper.

The EXHIBITOR alone shall be both liable and responsible for any injury, loss, or damage that the EXHIBITOR may sustain or cause within the exhibition spot, event area, or venue due to failure of the EXHIBITOR to follow exhibition rules and regulations.

viii TRANSPORTATION, TRAVEL, AND ACCOMMODATION

The EXHIBITOR alone shall shoulder the costs of transportation, travel, and accommodation, including food and personal expenses. The COMMITTEE shall be neither liable nor responsible for any injury, loss, or damage that the EXHIBITOR may sustain or cause during transportation, travel, and accommodation.

ix PHOTOGRAPHY, RECORDING, AND BROADCASTING

The COMMITTEE shall take photographs and record audios and videos depicting the EVENT and the EXHIBITOR during ingress, egress, and the event proper for marketing and documentation purposes. Moreover, the COMMITTEE reserves the right to broadcast photographs, audios, and videos depicting the EVENT and the EXHIBITOR, or publish the same on websites and social media pages that the COMMITTEE owns and manages.

Regarding media partnerships and for the purpose of media coverage, the COMMITTEE shall grant select individuals and entities the right to take photographs and record audios and videos depicting the EVENT and the EXHIBITOR during the event proper. The COMMITTEE further grants these individuals and entities the right to broadcast photographs, audios, and videos depicting the EVENT and the EXHIBITOR, or publish the same on websites and social media pages that these individuals and entities own and manage.

The EXHIBITOR may also take photographs and record videos of the exhibition spot and the event area for documentation and promotion purposes. However, the EXHIBITOR must first ask permission to take photographs or record videos of other exhibitors and attendees within the event area.

The venue management and employees may take photographs and record videos depicting the EVENT for marketing and documentation purposes.

x SECURITY

The venue security shall inspect all exhibition items, properties, and belongings of the EXHIBITOR, and multiple security officers shall monitor the event area during ingress, egress, and the event proper. However, the EXHIBITOR must monitor their exhibition spot at all times. The COMMITTEE shall be neither liable nor responsible for any loss of, or damage to, exhibition items, properties, and belongings of the EXHIBITOR during ingress, egress, and the event proper.

xi CLEANLINESS

The EXHIBITOR shall maintain the cleanliness of the exhibition spot. The EXHIBITOR must dispose trash properly and clean the exhibition spot before leaving the event area and venue.

xii SOCIAL MEDIA

The COMMITTEE shall produce and publish social media content, including but not limited to: images, animations, and short-form clips, for the purposes of advertising, marketing, and promoting the EVENT. The EXHIBITOR shall promote the EVENT and their participation in it on social media by sharing content or by using templates and materials the COMMITTEE shall provide. The EXHIBITOR may also produce and publish own social media content for the same purposes.

xiii EFFECTIVITY

This AGREEMENT shall take effect immediately once the representative of the EXHIBITOR signs a copy of this document and makes an initial or full payment for the exhibition spot.

The EXHIBITOR, through either the representative or an exhibiting member, must make an initial payment to reserve an exhibition spot or a full payment to secure the same.

The representative of the EXHIBITOR shall receive a copy of the AGREEMENT through the confirmation email, and shall submit the signed document in digital form upon payment.

xiv AMENDMENTS

The COMMITTEE reserves the right to update or amend the contents of this AGREEMENT at any time and whenever necessary. The COMMITTEE shall notify the EXHIBITOR in writing once an update or amendment takes effect.

xv CANCELLATION OF AGREEMENT

The COMMITTEE may postpone or cancel the EVENT for reasons that may affect the health and safety of individuals present during the event and inside the venue, including but not limited to: weather disturbances, natural disasters, instances that qualify as acts of God, health crises, and local and national security concerns.

Should the COMMITTEE decide to cancel the EVENT for any reason stated in the previous paragraph, the COMMITTEE alone may roll over exhibition fee payments to a future event without offering partial or full refunds. The COMMITTEE shall be neither liable nor responsible for losses the EXHIBITOR incurred due to the postponement or cancellation of the EVENT.

Should the COMMITTEE decide to cancel the EVENT for any reason not stated in the first paragraph of this section, the COMMITTEE shall immediately inform the EXHIBITOR of this decision in writing and offer the option to: (a) roll over exhibition fee payments to a future event; or, (b) receive a refund.

- For option (a), the COMMITTEE shall provide the EXHIBITOR with the same exhibition spot or its closest equivalent with no additional charges. If the EXHIBITOR already made a full payment, no additional payment shall be necessary. If the EXHIBITOR made a partial payment before the cancellation of the EVENT, the EXHIBITOR shall only need to pay the original balance.
- For option (b), the COMMITTEE shall determine the refund amount, amount breakdown if the EXHIBITOR shall receive the payment back in tranches, and processing period.

The EXHIBITOR cannot cancel this AGREEMENT at any time. An exhibitor who decides to cancel their participation in the EVENT, or fails to settle the outstanding balance on or before the deadline, shall not receive a refund.