

## **SPECIAL REGULATION No. 9**

### **Concerning the conditions under which Official Participants may operate restaurants or carry out sales**

#### **CHAPTER I - General Provisions**

##### **ARTICLE 1 - Purpose**

The purpose of this Special Regulation is to stipulate the conditions concerning the operation of restaurants and other commercial activities of Official Participants in Expo 2025 Osaka, Kansai, Japan pursuant to Articles 19, 20, 21, 22, 23, 24, and 34 of the General Regulations.

##### **ARTICLE 2 - Definitions**

The following definitions apply to this Special Regulation No. 9:

“BIE” means the Bureau International des Expositions;

“Commercial Activities” means the operation of food services or restaurants, merchandise sales, or service provision by Official Participants, pursuant to the Participation Contract;

“Commissioners General of Section” means the representatives appointed by each Official Participant for the functions provided in Article 13 of the Convention;

“Consumption Tax” means the national tax pursuant to the provisions of the Consumption Tax Act of Japan levied on the transfer of assets (i.e., the transfers and loans of assets as well as the provision of goods/services, for a fee as part of a business) conducted in Japan by business operators, and also on some specific purchases and foreign goods withdrawn from the bonded area;

“Convention” means the ‘Convention Relating to International Exhibitions’ signed in Paris on the 22nd of November, 1928, and subsequently amended and supplemented;

“Equipment” means the machines, apparatus and equipment of all types used by the Official Participants at the Expo;

“Exhibition Space” means the area assigned by the Organiser to the Participants as specified in the participation contract;

“The Expo” means the International Registered Exhibition, Expo 2025 Osaka, Kansai, Japan, which will be held in Osaka, Japan, from the 13th of April to the 13th of October, 2025;

“Expo Site” means all areas used and administered by the Organiser as the venue for the operation of the Expo;

“Expo Theme” means the theme of this Expo, “Designing Future Society for Our Lives.”;

“General Regulations” means the General Regulations included in Chapter 8 of the Registration Dossier approved at the 167th General Assembly of the BIE;

“Guidelines” means the guidelines for the Expo issued by the Organiser in relation to items stipulated in the General Regulations and Special Regulations. The Guidelines are intended to assist the Official Participants in all aspects of the preparation and operation of the Expo;

“Intellectual Property” means the information produced through human creative activities, including inventions, ideas, designs, publications, plant hybrids, etc.; the information used in business such as trade/service marks and other information that designates specific products or services provided through business activities; and business secrets and other technical/operational information that is valuable for the business operations;

“Intellectual Property Rights” means patent rights, utility model rights, design rights, trademark rights, copyrights, breeder’s rights, and any other intellectual property-related rights defined by the Laws and Regulations or relevant international conventions, or the rights relating to legally protected interests resulting from the Intellectual Property;

“Laws and Regulations” means the Convention, the General Regulations and Special Regulations; the laws of Japan, government ordinances, ministry ordinances, government notifications and notices; bylaws, regulations and controls of local governments, supplementary directives, instructions, guidelines issued by the Organiser. The directives, instructions and guidelines issued by the Organiser must comply with the General Regulations and Special Regulations;

“Local Consumption Tax” means the tax levied by local governments in Japan, in addition to the Consumption Tax, pursuant to the provisions of the Local Tax Act (and its prefectural ordinances);

“Official Participants” means foreign governments and international organisations that have accepted the formal invitation from the Government of Japan to participate in the Expo;

“One Stop Shop” means the staffed service points set up and operated by the Organiser for the purpose of centrally handling all submissions and applications from the Official Participants and providing advice and other support with the help of the online portal for the Official Participants, to ensure that the Official Participants are able to smoothly pursue their activities and work in relation to the Expo;

“Organiser” means the Japan Association for the 2025 World Exposition, which was designated by the Minister of Economy, Trade and Industry on the 31st of May, 2019 to carry out tasks relating to the preparation and operation of the Expo, in accordance with the ‘Act on Special Measures Necessary for Preparing for and Managing of the International Exposition in 2025’, and which was authorised as a public interest incorporated association on the 21st of October, 2019;

“Participation Contract” means the contract agreed upon between the Commissioner General of Section of the country of the Official Participant and the representative of the Organiser with respect to the terms and procedures for participation in the Expo, and countersigned by the Commissioner General of the Exhibition;

“Pavilions” mean buildings in which the Official Participants present their exhibitions, they include: Self-Built Pavilions (Type A), Pavilion Modules (Type B) and Shared Pavilions (Type C), as well as any space related to the buildings and spaces that are directly under their control;

“Plot” means the area of land allocated by the Organiser to the Official Participants, on which to construct their pavilions, in accordance with the Participation Contract and administered under their own control to use;

“Registration Dossier” means the registration document that was submitted to the BIE General Assembly and approved at the 167th session;

“Royalties” means the royalties arising from the Official Participants’ Commercial Activities and paid to the Organiser in accordance with Article 8 of this Special Regulation and the Participation Contract;

“Special Regulations” means the Special Regulations set out in Article 34 of the General Regulations; and

“Temporary admission” means temporary importation free of customs duty, national/local consumption tax, and free of import prohibitions and restrictions in accordance with the Laws and Regulations, subject to re-exportation.

### **ARTICLE 3 - Compliance with Laws and Regulations**

1. The Official Participants must comply with the Laws and Regulations.
2. The Official Participants must ensure that all persons and entities involved in Commercial Activities or activities provided in Article 12 observe the Laws and Regulations and comply with the Participation Contract.
3. The Organiser shall have the authority to direct the Official Participants to cease their Commercial Activities if these activities violate the Laws and Regulations. The Official Participants in question must comply with the directives of the Organiser and be held accountable for, and bear the losses arising therefrom.

### **ARTICLE 4 - Applicability**

1. All Commercial Activities must be approved by the Organiser in advance and developed based on the Expo Theme.
2. The food and beverage services and restaurants operated by the Official Participants shall serve food and beverages with their national flavours or specialties.

3. The products and services sold by the Official Participants shall be in accordance with Article 20 of the General Regulations and be truly representative of their countries or international organisations. These products shall either be processed and packaged in the Official Participants' respective countries or produced with the Equipment exhibited by the Official Participants.

## **CHAPTER II - Approval of Commercial and Other Activities**

### **ARTICLE 5 - Responsibilities of the Commissioners General of Section**

1. Pursuant to Article 19 of the General Regulations, the Commissioners General of Section shall be fully responsible for all Commercial Activities and other activities in their respective national sections. Regardless of the forms in which the Official Participants assign their Commercial Activities to third parties, the Commissioners General of Section shall be directly held responsible for the actions of these third parties.
2. Pursuant to the Participation Contract and Article 8 of this Special Regulation, the Official Participants shall pay the Organiser the Royalties arising from their Commercial Activities. The Commissioners General of Section or their representatives shall collect and deliver the Royalties to the Organiser.
3. The Official Participants shall pay the taxes levied on their Commercial Activities pursuant to the Laws and Regulations. Should the Official Participants consign the Commercial Activities to a third party, the taxes on these activities shall be paid, according to the Laws and Regulations, by this third party.

### **ARTICLE 6 - Approval for Commercial Activities**

1. The Official Participants shall submit in advance to the Organiser, for its approval, proposals on the type of Commercial Activities to be operated, the types, prices, and the price labelling of the food/products/services to be sold, as well as on the locations, areas, sizes, styles, specifications, capacities, and methods of operation and management of the commercial facilities. These proposals shall also be submitted to relevant Japanese authorities via the One Stop Shop for final examination and approval.
2. The Organiser shall provide the Official Participants with the guidelines concerning the selection of food/goods/services which are truly representative of their respective countries, international organisations, or similar.
3. Any changes to the items described in Paragraph 1 shall be subject to the Organiser's prior consent, and a new proposal for approval must be submitted to the Organiser before executing such changes. The new proposal shall also be resubmitted to relevant Japanese authorities for final examination and approval.

## **ARTICLE 7 - Areas for Commercial Activities**

1. Pursuant to Article 19 of the General Regulations, the area for Commercial Activities used by an Official Participant and accessible to visitors shall not exceed 20% of the total covered area for exhibition.
2. The Official Participants shall conduct Commercial Activities only within the areas approved by the Organiser. Without this approval, the Official Participants shall not transfer the areas or conduct their Commercial Activities elsewhere.

## **ARTICLE 8 - Royalties**

1. The Official Participants shall pay the Organiser the Royalties arising from their Commercial Activities in accordance with the Participation Contract.
2. The Official Participants shall pay the Organiser the Royalties from the gross revenue (excluding tax) of their Commercial Activities, calculated at the rates specified below, and the Royalties shall be paid in the manner and on the timing stipulated separately in the Guidelines.
  - Facilities for food and beverage services: 8%
  - Facilities for goods/services sales: 10%

## **ARTICLE 9 - Handling of sales revenue**

1. The Official Participants shall record, and regularly report to the Organiser, the proceeds of their Commercial Activities in the manner specified by the Organiser before given deadlines.
2. The Official Participants will be recommended to use the financial institutions indicated by the Organiser where it concerns their Commercial Activities. Official participants shall obtain confirmation from the Organiser in advance if they wish to use a financial institution other than the financial institution indicated by the Organiser.
3. The Official Participants shall use the payment system designated by the Organiser to handle the sales revenue of their Commercial Activities. The data registered in this system shall be available to the Organiser on a daily basis. The information to be registered and specific technical procedures shall be specified separately in the Guidelines.
4. The Organiser may perform any necessary audits during operating hours to verify the proceeds from the Commercial Activities of the Official Participants.

## **ARTICLE 10 - On-site inspections of Commercial Activities**

1. The Organiser may appoint inspectors and have them perform on-site inspections on the areas where the Official Participants operate their Commercial Activities in order to verify their compliance with the Participation Contract and the state of their Commercial Activities. The inspectors will have the relevant credentials and present them upon request

by the Official Participant concerned.

2. Based on the results of the on-site inspection stated in the preceding paragraph, the Organiser may direct the Official Participant concerned to take necessary remedial action or improvement measures, and the Official Participant must follow the directives.

#### **ARTICLE 11 - Sales of exhibits/goods after the closing of the Expo**

1. Pursuant to Article 20 of the General Regulations, the Official Participants may sell the exhibits or materials used during the Expo event period after the closing of the Expo. No Royalties shall be paid to the Organiser on such sales.
2. Regardless of the preceding provision, the royalties shall be paid on the products and services under Article 4.3 above.
3. When the Official Participants make sales of the exhibits or materials pursuant to Paragraph 1, the Official Participants shall lose the entitlement to the benefit of Temporary admission and any other privileges granted by the Laws and Regulations, as prescribed in Special Regulation No. 7. Thus, these items shall be subject to taxation, customs procedures, and other relevant Laws and Regulations.

#### **ARTICLE 12 - Publicity and advertising activities**

1. The Official Participants may conduct publicity and advertising activities for their Commercial Activities within their areas, ensuring their activities are in compliance with the Laws and Regulations. All the publicity materials shall bear the names and symbols of the Official Participants and indicate their products for sale. The publicity and advertising activities must be examined by the Organiser in advance.
2. All publicity and advertisements of the Official Participants must be in compliance with the requirements set forth by the Organiser. The Official Participants shall submit to the Organiser for prior approval a publicity/advertisement activity plan, detailing all the tools used for the publicity/advertising activities within the Expo site in terms of their specifications and locations of installation.
3. To ensure the security, order, and harmony and integrity of scenery on the Expo Site, the Organiser may reserve the right to direct the Official Participants to modify or remove their publicity/advertisements. The Official Participant concerned shall follow the directives of the Organiser.
4. The Official Participants shall not use names or symbols of other countries, regions, or cities, or similar, in their publicity or advertisements without the consent of the Organiser and the relevant Commissioners General of Section.
5. The Official Participants may not shout, make loud noises, or use loudspeakers, sound systems apparatus, or the like, outside their Pavilions to attract visitors or to promote and market their exhibits or products for sale.

#### **ARTICLE 13 - Distribution of free goods and food/beverage samples**

1. Pursuant to Article 22 of the General Regulations, the free goods and food/beverage samples that the Official Participants may distribute to visitors shall be truly representative of their countries and must either be processed and packaged in their respective countries or produced using the Equipment the Official Participants exhibits.
2. The Official Participants intending to distribute goods or food/beverage samples free of charge in accordance with Article 22 of the General Regulations shall submit to the Organiser for prior approval an application, including a list of items to be distributed, samples of these items, their quantities, and distribution periods and places. The Organiser may add specific requirements, where necessary, for its approval to be granted. Furthermore, the Official Participant concerned shall clearly indicate that these items are distributed free of charge.
3. Should the Organiser recognise that an Official Participant is in violation of the conditions for the approval stated in the preceding paragraph or inappropriate, in view of the public order or harmony on the Expo Site, in the manner in which they distribute their free goods or food/beverage samples, the Organiser may revoke its approval and order them to stop these activities immediately.

#### **ARTICLE 14 - Restaurant for staff**

The Official Participants may set up a restaurant for the exclusive use of their own staff with the approval of the Organiser. In this case, the restaurant in question is not subject to the Royalty payment.

### **CHAPTER III - Operation of Commercial Activities**

#### **ARTICLE 15 - Operation hours**

1. The Organiser shall determine the operation hours of the Official Participants' Commercial Activities in light of the types and venues of such Commercial Activities, and the opening hours of the Expo. These shall be defined in Special Regulation No. 13.
2. The Official Participants may not suspend their Commercial Activities or change their operation hours without prior agreement with the Organiser, except in emergencies where safety and security within their areas are at risk.
3. The Organiser may ask the Official Participants to change the operation hours of their Commercial Activities in urgent circumstances.
4. The Official Participants may not use the changes in their operation hours referred to in the preceding paragraph as a reason for claiming compensation for damages from the Organiser.

#### **ARTICLE 16 - Items and prices of merchandise**

1. The Official Participants shall clearly indicate the prices of their goods/services, easily identifiable by visitors in the areas in which they operate their Commercial Activities.
2. Where it is deemed necessary, the Organiser may give the Official Participants directives for the correction of the contents related to Art.6.1 and 6.2., such as the items for sale, etc., and the Official Participant concerned must follow these directives.
3. The transactions pertaining to Commercial Activities conducted within the Expo Site shall be settled in Japanese Yen (JPY).

#### **ARTICLE 17 - Management of Personnel**

1. The Official Participants shall notify the Organiser of the following in advance:
  - (1) The names and contact details of the person in charge of Commercial Activities;
  - (2) The names of the persons involved in Commercial Activities (hereinafter referred to as the “Personnel”);
  - (3) Other details specified by the Organiser.
2. The Official Participants shall notify the Organiser any change made in the items stipulated in the preceding paragraph without delay.
3. The Personnel specified in Paragraph 1 above shall attend the training programmes organised by the Organiser. They shall wear identity badges when on duty.
4. If the Organiser finds any Personnel to be in violation of the Laws and Regulations or their conduct inappropriate in view of the public order on the Expo Site, the Organiser may direct the Official Participants concerned to remove said Personnel from the Expo Site or prohibit them from being involved in Commercial Activities, and the Official Participant concerned must comply with the directives.

#### **ARTICLE 18 - Transport of merchandise etc.**

The Official Participants must comply with the Laws and Regulations as well as the requirements set forth by the Organiser regarding the transport of merchandise, materials, Equipment and other items related to Commercial Activities into or out of the Expo Site, as specified by Special Regulation No. 7 and the guidelines associated with the same Special Regulation.

#### **ARTICLE 19 - Environmental and social performance of Commercial Activities**

1. The Official Participants shall take every measure required to achieve the environmental standards and social performance in relation to Commercial Activities, as prescribed separately by the Organiser in the guidelines relevant to this Special Regulation.
2. The methods, materials, etc., concerning the provision of products/services through the Official Participants’ Commercial Activities must comply with the standards defined in the guidelines.



3. The Official Participants shall keep the documents that prove the compliance with the standards and the state of implementation of the measures stated in the above two paragraphs.
4. When the Official Participants plan official or cultural events within the Expo Site, they shall take necessary measures to reduce the environmental impact of such events.

#### **ARTICLE 20 - Maintenance, control, and repair of Commercial facilities**

1. The Official Participants shall maintain their commercial facilities in good order.
2. If the Organiser recognises that the commercial facilities owned by an Official Participant are in need of repair for security or other reasons and directs the Official Participant to carry out repairs, the Official Participant concerned must follow the directives given thereof. The cost of the repairs carried out under the directives shall be borne by the Official Participant concerned, unless the repairs were required due to reasons attributable to the Organiser, in which case the cost shall be borne by the Organiser.
3. The Official Participants shall, when carrying out repairs on their commercial facilities pursuant to the provisions of the preceding paragraph, comply with the directives of the Organiser regarding the hours of such work and date for the completion of such repairs.
4. If the Official Participants wish to make improvements on their commercial facilities, they shall notify the Organiser of such improvements or changes in advance and must follow any directives given by the Organiser.

#### **ARTICLE 21 - Management of the Expo brand**

1. The Official Participants must comply with the guides for the Official Participants' use of Logos and Mascots provided by the Organiser, which is designed to provide rules on the use of the Expo brand and to protect it from potential misuse or damage. These guides can be obtained from the online portal of the One Stop Shop.
2. The Official Participants may not use the Intellectual Properties pertaining to the Expo or owned by the Organiser without the prior consent of the Organiser.

#### **ARTICLE 22 - Protection of the Expo brand and associated rights**

1. The management of the Expo brand includes the protection of the rights associated with the brand. The Organiser may give the Official Participants directives to prevent violations of these rights, and the Official Participants must abide by all such directives. The Organiser may take action against any misuse or possibly illegal exploitation of the Intellectual Properties pertaining to the Expo. The scope of such action includes the misuse of the words, logos, mascots, moving/still images, and other Intellectual Properties pertaining to the Expo or the misleading indication that suggests, incorrectly, an association between the Expo and particular individuals, products, or services, displayed on the Internet or other media, or by other means.

2. The Organiser may grant the Official Participants the right to indicate an association with the Expo by means of the Internet or other media or by other means, provided that such indication of association is in compliance with the BIE visual and brand identity guidelines and the guides for the handling of the logos, mascots, visual identity, and the like.
3. The Organiser shall prohibit the Official Participants and their parties of interest to indicate their association with the Expo on the Internet or other media, or by other means, without the authorisation of the Organiser.
4. The Organiser may take legal action against any Official Participant or their party of interest who illegally indicate an association between them and the Expo in their publicity materials or advertisements, on their merchandise or packaging, or by any other means.

### **ARTICLE 23 - Restrictions on advertising and sponsorship**

1. The Official Participants may use the online portal of the One Stop Shop to submit an application for the use of logos and mascots according to the guides for the Official Participants' use of Logos and Mascots.
2. The Official Participants shall submit to the Organiser a proposal concerning the use of the Expo logos, mascots, and other Intellectual Properties in accordance with the procedures prescribed by the Organiser. The Intellectual Properties pertaining to the Expo must not be used for any purposes other than those stated in the proposal.
3. The Organiser shall provide feedback to the Official Participants within ten (10) business days of the receipt of their proposals.
4. Once the products that use the Intellectual Property pertaining to the Expo have been approved by the Organiser, the Official Participants shall submit final samples of each branded product to the Organiser.
5. The Official Participants may display the logos or other Intellectual Properties of their own sponsors only within the interior of their Exhibition Space. These may not be displayed outside their own Exhibition Space or on the external surfaces of the Pavilions. Such display must not be visible to the visitors outside the Pavilion.
6. Sponsors of the Official Participants do not have the right to use the Intellectual Property pertaining to the Expo except as indicated in the guides.
7. The Official Participants may not use the names of other countries, cities, or regions, or names and symbols that resemble these, in their own publicity materials etc. without the approval of the Organiser and of the Commissioners General of Section concerned.

### **ARTICLE 24 - Other matters requiring approval**

The Official Participants are required to inform the Organiser in advance about any press announcements, publicity, or advertising campaigns within the Expo site that they intend to make with the press and other media organisations, and which relate to their participation in the Expo.

## **ARTICLE 25 - Special events/campaigns and those associated with Commercial Activities**

1. The Official Participants wishing to organise special events/campaigns within the Expo Site (excluding the Official Participants' Plot/Exhibition Space), shall submit to the Organiser for approval a proposal of such events/campaigns no later than six (6) months before the official opening of the Expo, in accordance with Article 23 of the General Regulations. Such a proposal must include the intended date(s), venue(s), and theme(s) of the events/campaigns, as well as other important information for coordinating and carrying them out according to plan. The Organiser may add specific requirements, where necessary, for its approval to be granted.
2. The Organiser may provide the Official Participants with a base venue and base equipment. Should the Official Participants request to use the Organiser's additional services or facilities, the Organiser may present them with predetermined rates for the use of such services and facilities.
3. With the Organiser's approval, the Official Participants may organise music, dance, or other forms of entertainment in the areas where they operate Commercial Activities to accompany such activities.
4. No admission fees shall be charged for events within the Expo site without authorisation from the BIE.

## **ARTICLE 26 - Other provisions**

1. The Official Participants shall not infringe upon the Intellectual Property Rights of the Organiser or of third parties in their Commercial Activities. The Organiser shall accept no liability for any infringement on the Intellectual Property Rights committed by the Official Participants.
2. The Official Participants must abide by the Special Regulations No. 4 and No. 5 in planning and construction of areas for Commercial Activities and installation of Equipment. They shall bear the cost incurred thereby.
3. The Official Participants must comply with Special Regulation No. 10 in operating their Commercial Activities and take all necessary measures to protect the environment of the Expo Site.
4. The Official Participants shall be held liable for any damage caused to consumers by their Commercial Activities in accordance with the Laws and Regulations.
5. The Organiser, its appointed agents, and relevant Japanese authorities may conduct health and hygiene inspections in the areas used by the Official Participants for Commercial Activities.
6. The Organiser may direct the Official Participant concerned to take remedial action or improvement measures based on the results of the inspection stated in the preceding paragraph, and the Official Participant concerned must follow the directives.
7. The Official Participants shall, at their own cost and responsibility, complete all necessary work and preparations for Commercial Activities, including interior decorations, before

13th of March, 2025.

8. The Official Participants must ensure that the interior decoration work stated in the preceding paragraph meets the standards prescribed separately by the Organiser.
9. The Organiser may appoint agents and perform on-site inspections in the areas where Commercial Activities will be operated to verify the interior decoration and other work executed by the Official Participants.
10. Based on the results of the on-site inspection stated in the preceding paragraph, the Organiser may direct the Official Participant concerned to take necessary measures if the work is found to be noncompliant with the standards specified in Paragraph 8 above or with any other Laws and Regulations, and the Official Participant concerned must follow the directives.