



IAAPA®
EXPO ASIA

Exhibitor Contract

INVITATION TO EXHIBIT
secure your booth space now



CONFERENCE: 7-10 June 2021
TRADE SHOW: 8-10 June 2021



The Venetian Macao | Macao, China

www.IAAPA.org/IAAPAE expoAsia

The Venetian Macao
Macao, China

North America: Phone: +1 321/319 7600 **Europe:** Phone: +32 2 535 7721

Asia-Pacific: Phone: +852/2538 8277 or +852/2539 0977 | E-mail: CLo@IAAPA.org or CCheung@IAAPA.org

COMPANY AND CONTACT INFORMATION

1. Company Name: _____

Exhibiting As (Company name on floor plan): _____

Company Address: _____
For receipt of show information and materials (Please DO NOT use PO Box)

City: _____ State: _____ Zip/Postal Code: _____ Country: _____

Phone: (_____) (_____) _____ Fax: (_____) (_____) _____ Member ID Number: _____
COUNTRY CODE CITY CODE COUNTRY CODE CITY CODE

Website: _____

Primary Contact: _____ Contact Email: _____
For important show updates.

Additional Administrative Contact: _____ General Email: _____
For publishing in print/online directory.

E-MAILS TO RECEIVE ALL RELATED SHOW INFORMATION:

2. IAAPA requires its members to observe a code of conduct outlining responsibilities:
- a. To maintain safety as the highest priority in their businesses and to comply with all applicable standards, laws, and regulations.
 - b. To provide clean, wholesome, and safe entertainment for their guests, maintaining the highest standards of quality and service.
 - c. To conduct their businesses on the highest place of integrity, honesty, and social responsibility.
 - d. To foster and maintain a spirit of cooperation and fair dealing for buyers and sellers, maintaining the principles of confidentiality, intellectual property protection, and agreed contracted terms.
 - e. To establish and maintain cordial and respectful relations with their fellow members worldwide. We believe that these principles must be carried out by each member individually in order to foster and promote our industry and to protect its excellent reputation of delivering safe family fun. To the best of my knowledge, the information contained in this application is true, complete, correct, and is made in good faith. I understand that IAAPA reserves the right to verify any or all the information on this application.

Exhibitor Acceptance: I, the duly authorized representative of the organization shown, on behalf of said organization, request and agree to pay for exhibit space as assigned and accepted, and subscribe and agree to all the terms, rules and regulations, conditions, authorizations, addendums, and covenants, contained in this Contract for Trade Show Space and Services, and in the Exhibitor Services Guide which follows and is incorporated in this contract by reference. All exhibitors must provide IAAPA with a certificate of insurance. No gambling or gambling devices allowed on show floor.

AUTHORIZED SIGNATURE: _____
DATE: _____
PRINT NAME: _____
TITLE: _____

CONTRACT REQUIREMENTS: CONTRACTS CANNOT BE PROCESSED WITHOUT THIS INFORMATION.

3. Exhibit Space: Total Square Meters Requested: _____ Width: _____ Depth: _____

4. Preferred Booth Choices: 1st: _____ 2nd: _____ 3rd: _____ 4th: _____

5. Other considerations for placement: _____

Main Product Description: _____ Do you anticipate showing a new product at IAAPA Expo Asia? ☐ Yes ☐ No

BOOTH RATES

6. Booth Rates (US Dollars) Rates subject to change.

Shell Scheme: Includes panels, carpet, lighting, counter, chairs, wastebasket, name board, and electricity

Payment Terms and Schedule:

25% due by 30 September 2020
50% due by 4 December 2020
100% due by 1 March 2021

*Current 2021 IAAPA membership required for member rate.

CONTRACTS SENT AFTER 1 MARCH 2021 MUST INCLUDE FULL PAYMENT.

Item (all figures in USD)	IAAPA Member Booth Space less than 36 SQM		IAAPA Member Booth Space 36 SQM or Larger		Non-Member	
	Shell Scheme	Space Only	Shell Scheme	Space Only	Shell Scheme	Space Only
Standard (starting 1 October 2020)	US\$503	US\$456	US\$419	US\$381	US\$583	US\$536

Corner Booth Fee: US\$100 per corner

PLEASE CONTACT ME.

- ☐ I am interested in sponsorship at IAAPA Expo Asia.
- ☐ I am interested in advertising options.

INVESTMENT

7.

	SQM	STANDARD
Member Booth Space LESS THAN 36 SQM		
Shell Scheme	_____ x	<input type="checkbox"/> US\$503 = US\$_____
Space Only	_____ x	<input type="checkbox"/> US\$456 = US\$_____
Member Booth Space 36 SQM or LARGER		
Shell Scheme	_____ x	<input type="checkbox"/> US\$419 = US\$_____
Space Only	_____ x	<input type="checkbox"/> US\$381 = US\$_____
Non-Member		
Shell Scheme	_____ x	<input type="checkbox"/> US\$583 = US\$_____
Space Only	_____ x	<input type="checkbox"/> US\$536 = US\$_____
Corner Fees:	<input type="checkbox"/> _____ Corners x US\$100	= US\$_____
Compulsory Insurance Fee:	<input checked="" type="checkbox"/> US\$100	= US\$ 100.00
Digital Booth Upgrade:	<input type="checkbox"/> US\$295	= US\$_____
Increase traffic to your digital booth and promote your products and services with an enhanced digital booth upgrade. Includes: Logo placement within a company's online description and online floorplan (for 36+ SQM booths), product category listings (6), show specials (2), press releases (5), product listing (5), show specials (2), enhanced booth profile and display social media icons.		
SUBTOTAL:		US\$_____
Deposit Due with Contract:		US\$_____
Wire Transfer ONLY, Add:		US\$ 25.00
TOTAL: (Full balance due 1 March 2021):		US\$_____

8. IAAPA Wire Transfer Information: (US\$25 fee per transaction)

Bank of America
1501 Pennsylvania Ave., NW
Washington, DC 20005 USA

Account #: 0020-866-30597
ABA#: 026009593
Swift Code (if needed): BOFAUS3N
Beneficiary: IAAPA

9. PAYMENT OPTIONS:

☐ Payment Amount US\$ _____

☐ Check # _____ ☐ Credit Card: ☐ AMEX ☐ VISA ☐ MC

Exp. Date: _____ Security Code: _____

Card Number _____

Card Holder Name _____

☐ Please automatically charge applicable balance to this credit card according to the Payment Terms & Schedule above.

Authorized Signature _____

1. **Management:** The International Association of Amusement Parks and Attractions, hereinafter designated as "the Association," or "IAAPA" conducts the IAAPA Expo Asia and appoints an official service contractor, to provide all show services to exhibitors.
 2. **Exceptions:** Exceptions to the foregoing may be granted at IAAPA's sole discretion where requested in writing and received by IAAPA before 1 March 2021.
 - a. The request must include certificates of insurance from all agent representatives indemnifying the Association in limits satisfactory to IAAPA, a description of the work to be done and personnel to be used.
 - b. IAAPA reserves the right to deny exceptions at its sole discretion.
 3. **Third Party Obligations:** IAAPA shall have no responsibility of any kind for the following:
 - a. performance or failure to perform by any contractor including the official service contractor;
 - b. performance or failure to perform services to the exhibitors, by The Venetian Macao, hereinafter referred to as the event facility or the "Event Facility";
 - c. cancellation or delay of the show due to acts of God, war, government regulation or advisory, recognized health threats as determined by the World Health Organization, the Centers for Disease Control and Prevention, or local government authority or health agencies (including but not limited to the health threats of COVID-19, H1N1, or similar infectious diseases), curtailment of transportation facilities, disaster, acts or threats of terrorism, fire, strikes, civil disorder, or other similar cause beyond the control of IAAPA, where any of those factors circumstances, situations, or condition or similar ones make it, in IAAPA's judgment, inadvisable, commercially impracticable, illegal or impossible to hold the Event.
- IAAPA's liability for cancellation for any reason shall be limited to any amounts paid by exhibitor pursuant to this contract.
4. **Application for and Assignment of Space:** Anyone desiring to exhibit must file a written application with the Association at IAAPA Headquarters, 4155 West Taft Vineland Road, Orlando, FL 32837, USA.
 - a. Space will be assigned to conform as nearly as possible in size, price and location subject to approval of the exhibitor.
 - b. Written disapproval must be received by IAAPA within 3 days after the date of postmark, email or fax of the Association's notice of space assignment. Such rejection may be sent by fax or email to the Association, but will only be valid upon confirmation of receipt by the Association. If no rejection is received by IAAPA within this period, the exhibitor will be deemed to have accepted the space allocated.
 - c. The Association has the absolute right to allocate and assign space and exhibitors and to relocate exhibits after initial assignment.
 5. **Cancellation of Exhibit Space:** The Association reserves the right to cancel any reservation not paid in full, to lease such space to another exhibitor, and to retain as liquidated damages any amounts already paid. Exhibitor agrees that payments or deposits made by Exhibitor may be used toward satisfying any cancellation fees due to Association under this contract.

In the event that an exhibitor cancels his contract for, or is unable to use the space (including company "no-shows" that do not occupy contracted on-site booth space or those that cancel less than 1 week prior to move-in), the Association shall retain as liquidated damages the amount set forth in Section 6. Upon receipt of cancellation notice from Exhibitor, Association shall have no further obligations to Exhibitor under this contract.
 6. **Cancellation Deadlines and Liquidated Damages:**
 - a. **US\$200** – Written cancellation or space reduction received by 30 September 2020.
 - b. **US\$500** – Written cancellation or space reduction received 1 October 2020 through 3 December 2020.
 - c. **50%** of total space cost for any cancellation or space reduction received beginning 4 December 2020 through 28 February 2021.
 - d. **100%** of the total space cost for any cancellation or space reduction received after 1 March 2021.

In addition, exhibitors who have rolled over their contracts and/or funds from IAAPA Expo Asia 2020 to 2021 will be subject to an additional cancellation/IAAPA Expenses fee of 15% of the 50% deposit paid for IAAPA Expo Asia 2020.
 7. **Administrative Fees for Space Moves:** Upon receipt and approval of a booth change or move request, the Association may charge administrative fees as follows:
 - a. **US\$500** for requests submitted through 1 March 2021.
 - b. **50%** administrative fee for any moves of originally contract space after 1 March 2021.
 8. **Cancellation or Postponement of Event:** It is mutually agreed that, in the event that the Event is canceled for any reason, then and thereupon this Contract will be automatically terminated and IAAPA management will determine an equitable basis for the refund of a portion or all of the exhibit fees, after due consideration

of expenditures and commitments already made. IAAPA may postpone the Event for any reason, and Exhibitor acknowledges and agrees that in such an event, the Agreement shall remain in full force and effect for the new Event dates.

9. **Compliance with Rules and Regulations:** Exhibitor hereby agrees to be bound by all IAAPA and Event Facility Rules and Regulations (the "Rules") outlined here, and any additional rules, regulations, and information as maybe adopted by IAAPA or the Event Facility in the Exhibitor Services Guide. Exhibitor further agrees to adhere to and be bound by:
 - a. all applicable fire, utility, and building codes and regulations of the Event Facility;
 - b. any rules or regulations of said Event Facility;
 - c. the terms of all leases and agreements between IAAPA and the managers or owners of the Event Facility;
 - d. the terms of any and all leases and agreements between IAAPA and any other party relating to the Event; and
 - e. all National, Regional, City and local laws, codes, ordinances and rules;

Exhibitor shall not, nor shall exhibitor permit others to, do anything to its exhibit space or do anything in the Event Facility which would cause a difference in conditions from those previously approved by the insurance carriers of IAAPA, or the owners or managers of the Event Facility, which will in any way increase premiums payable by any of said parties, and exhibitor shall be responsible for any such increase resulting from violation of this section. IAAPA will not interpret laws, regulations and ordinances for any exhibitor.
10. **Specific Policies:**
 - a. All exhibitors must adhere to all rules and regulations pertaining to displays and product as outlined in IAAPA Booth Specifications and diagrams.
 - i. Height restrictions will apply to all linear exhibit space that is three (3) meters deep as per IAAPA's rules and regulations.
 - b. Exhibit activity or soliciting by any non-exhibiting firm or person on the trade show floor and/or on any property under the supervision or under the contract of the Association during the trade show is strictly prohibited.
 - c. Exhibitor agrees to keep exhibit properly staffed and intact during show hours.
 - d. Early dismantle of exhibit space is strictly prohibited.
 - e. No cash and carry sale of goods as in a retail setting is permitted from an exhibit booth or in the Event Facility.
 - f. No food or beverages may be sold on the premises, although samples may be given away in limited portions. See the Exhibitor Services Guide for further details.
 - g. IAAPA reserves the right in its sole judgment to prohibit or close any display or activity because of noise, odors, or other disturbing features, or which may be offensive to other exhibitors or attendees. Furthermore, this discretionary right of IAAPA applies to any demonstration or activity by any exhibitor that results in obstruction of exhibit line-of-sight and/or access to a nearby exhibitor's stand by either attendee/buyers or exhibitors.
 - h. Exhibitors demonstrating amusement rides and/or offering rides to show attendees or guests are solely responsible for compliance with all National, Regional, City and local laws and regulations governing the operation of rides, and for securing in advance all approvals necessary to demonstrate and offer rides during the show dates.
 - i. All personnel working in an exhibit booth must be employees of the exhibiting company.
 - j. Each exhibiting company receives five (5) exhibitor staff badges for the first 9 net square meters of space and an additional two exhibitor badges for each increment of 9 net square meters of space up to a maximum of 50 complimentary exhibitor badges. Additional exhibitor staff badges can be purchased for a fee with proof of employment.
 - k. Booth personnel must display their badges at all times.
 - l. No exhibitor is allowed to assign, sublet, or apportion whole or any part of space allotted or exhibits any goods other than those manufactured or sold in the regular course of business by the exhibitor.
 - m. Exhibitors are prohibited from engaging in an exhibit activity in any space other than that which has been contracted.
 - n. "Suitcasing." Please note that while all Event attendees are invited to the exhibition, any attendees who are observed to be soliciting business in the aisles or other public spaces or in another company's booth will be asked to return their badges and to leave the show floor immediately. Violators will not be allowed to return to the show and no refunds will be made. Additional penalties may apply. IAAPA asks that both attendees and exhibitors report any violations they may observe to the Show Management.
 - o. "Outboarding." Outboarding is defined as marketing, sales and hospitality events conducted by exhibitors or

non-exhibitors capitalizing on the presence of buyers and/or sellers attending the original show without previously notifying the original show organizer and finalizing an arrangement that benefits both parties. This practice is considered unethical. It includes practices such as "coat-tailing," "piggy-backing," co-location of events, and large-scale hospitality events, particularly during show hours.

- p. Exhibitor literature and printed materials, including trade publications, may only be distributed from within an exhibitor's booth space and may not appear in any other public space of the Event Facility or that of the contracted IAAPA hotels. Certain sponsoring opportunities are exempt from this rule. Demonstrations, sales activities, and giveaways must take place within the exhibitor's stand space. Companies found breaking these rules may have their exhibit at IAAPA Expo Asia shut down and could be suspended from future exhibiting.
 - q. Exhibitors with products, the sale of which may be illegal in certain jurisdictions, must display a sign in their exhibit space to that effect.
 - r. Manufacturers and other exhibitors of equipment that may be considered to be gaming equipment, devices, or other products are responsible for determining that they can legally exhibit such items in China.
 - s. Exhibitors are responsible for any damage done by them or their employees.
 - i. No nails, bolts, tack, or screws shall be driven into the wall, woodwork or floor of the Event Facility
 - ii. The use of flammable substances as decorative materials is prohibited
 - iii. All decorative fabrics must be flame proofed in accordance with City and Exhibit fire regulations
 - iv. No gasoline, kerosene, acetylene, or other flammable or explosive substances are permitted in the building
 - v. Exhibitors using grease or oil in the preparation of food must utilize cooking hoods to prevent splatter.
 - t. Exhibit must be set-up and complete for inspection and the surrounding aisles clear of exhibitor's equipment and debris no later than 17:00, 7 June 2021.
 - u. Exhibitor warrants and represents that the Exhibit and all related materials, including but not limited to photographs, written materials, and display models (collectively, the "Exhibit"), does not violate any proprietary or personal rights of others (including, without limitation, any copyrights, patents or privacy rights); that the Exhibit constitutes the Exhibitor's own original work or property, or that the Exhibitor has permission from the rightful owner to use such work or property. The Exhibitor agrees to indemnify and hold harmless IAAPA, its officers, directors, members, assignees, and agents, from and against any and all claims, actions, losses, demands, costs, attorneys' fees and all other expenses relating or incidental to, or arising directly or indirectly from, the inaccuracy or breach of any of the warranties and representations contained in this Section.
 - v. Only Macao resident or registered foreign labour are allowed to work in Macao. Any exhibitor constructing their exhibit will be required to provide passport information of the staff constructing for Macao Labour Affairs Bureau's approval. Non-official contractors must employ labor from Macao.
 - w. As the sponsor of the expos, IAAPA reserves the right to prohibit and prevent the attendance, participation, registration, exhibition or any individual or firm for any reason within the exclusive discretion of IAAPA. IAAPA need not disclose or describe the reasons for its decision to do so.
11. **Data Protection:**
 - a. For the purposes of this Section, the following terms shall have the following meanings:
 - i. "Privacy Legislation" means all laws and regulations, including (without limitation) the laws and regulations of the European Union, the European Economic Area and their member states, which are applicable to the processing of Personal Data under this Contract, including (without limitation) the EU General Data Protection Regulation (2016/679) ("GDPR"); and
 - ii. "Data Controller", "Data Subject(s)" and "Personal Data" each have the meanings given to them in the GDPR.
 - b. Both the Association and the Exhibitor acknowledge and agree that each party shall be a separate Data Controller in respect of the Personal Data received from the other party and processed in relation to this Contract and each party shall be responsible for its compliance with the Privacy Legislation. Both parties shall process the Personal Data received from the other party in accordance with its applicable privacy notice and the Privacy Legislation.
 - c. Should Exhibitor transfer Personal Data to the Association, Exhibitor represents, warrants and guarantees that (i) the Personal Data has been collected in strict compliance with the Privacy

Legislation; (ii) it has properly notified the Data Subjects concerned that their Personal Data may be transferred to third parties including the Association; and (iii) Exhibitor has all necessary rights to transfer the Personal Data to the Association and such transfer of the Personal Data is and shall be in compliance with the applicable Privacy Legislation.

- d. Exhibitor agrees and acknowledges that any data other than Personal Data, which the Association has obtained from Exhibitor, may be freely shared with and transferred to the Association and the Association's affiliates and any third party for commercial purposes unless Exhibitor has specified to the contrary in writing stating what data may not be so shared or transferred.
 - e. Exhibitor acknowledges and agrees that its use of the Internet access and Wifi service provided by the Event Facility shall be in compliance with the applicable terms and conditions of use and that it will abstain from sending or receiving any message, data, file, content or signal which is in breach of law and order, common morality, legislation on press infringements, applicable Privacy Legislation, Internet copyright protection law, laws on the protection of minors, trade secrets, private correspondence or private information on the Internet.
 - f. Exhibitor understands and expressly acknowledges it has been informed that its rights, and those of any third party users who log on and use the Internet access and Wifi service provided by the Event Facility, to access, modify, delete or object to the processing of Personal Data and to the transmission thereof to any third parties, shall be exercised in accordance with the applicable Privacy Legislation and the legislation applicable in the United States of America.
- 12. Liability, Hold Harmless and Indemnification:** Exhibitor agrees that neither the Event Facility nor the Association shall be liable for any claims, losses, damages, death, injuries or liability which may be sustained by any person who may be on the premises leased by or assigned to the exhibitor, (including but not limited to) any agent, employee, representative or guest of the exhibitor, or any other person or entity. The exhibitor agrees that it will hold harmless and indemnify the Event Facility and the Association from any and all claims, including third party infringement claims, losses, damages, death, injuries or liability whatever (including without limitation, reasonable attorney's fees and costs) whether to property, person or otherwise, that arise in whole or in part from the omissions or willful misconduct or breach of this Contract by exhibitor, or its agents, employees, representatives, guests or invitees related to or arising in connection with exhibitor's performance under this Contract.
- In no event will IAAPA or Event Facility be liable to the exhibitor, whether in contract or tort, for any amount in excess of the exhibit space rental fee in relation to any damages, arising out of or relating to the IAAPA Event, the rental of exhibit space, the conduct of IAAPA, any breach of this Contract, or any other act, omission, or occurrence. In no event shall IAAPA or Event Facility be liable, whether in contract or tort, for any indirect, consequential, exemplary, punitive or special damages or awards, including but not limited to lost profits.
- 13. Insurance:** At the time of making final payment for space under this Contract, and before beginning any work or efforts in connection with the Event, every exhibitor shall carry general liability insurance and name "IAAPA, its entities, subsidiaries, agents, representatives, officers, staff, volunteers and employees," as additional insured. The exhibitor's policy must include special events, and must be primary as to any other valid and collectible insurance, but only as to the acts of the named insureds. The exact show dates including move-in and move-out must be included on this certificate, as well as policy numbers, effective dates, and limits. All policies shall evidence insurance written by a carrier licensed to do business in the country in which the Event is held. Minimum limits required to be carried by exhibitors displaying amusement rides and/or mechanical, electrical or other devices or displays involving audience participation, and any exhibitors using flammable materials or cooking equipment must carry a minimum US\$2,000,000 per occurrence, and have a total combined aggregate policy of US\$3,000,000. Certificate must read: "Coverage for participants is not excluded". All other exhibitors are required to carry a minimum US\$1,000,000 per occurrence and US\$2,000,000 general aggregate. In addition, all exhibitors are recommended to obtain a minimum of US\$300,000 fire damage, US\$10,000 medical expenses, US\$1,000,000 personal and advertised injury, and US\$2,000,000 products and completed operations policy. The coverages and limits set forth above are considered minimum requirements and in no way limit the liability of the exhibitor. Notwithstanding the above minimums, IAAPA reserves the right to require an insurance policy in excess of the amounts stated. The compulsory insurance fee to be paid with the contract is a supplemental policy IAAPA is taking out on behalf of the exhibitor.
- 14. Obligations at End of License:** Before the termination of the license period, license period being from 8:00, 4 June 2021 through 15:00, 11 June 2021, exhibitor shall vacate the Event Facility and the facilities and return the equipment in the same condition and repair as originally furnished

to the exhibitor, normal wear and tear excepted. In the event the Event Facility or the facilities are not so vacated, then the Association and/or the The Venetian Macao is authorized, at the expense of the exhibitor, to remove and store or return to exhibitor, or unless the exhibitor's failure is due to an event beyond the control of the exhibitor such as strikes or Acts of God, to treat as abandoned and discarded property and dispose of all goods, wares, merchandise and property of the exhibitor. The Association and/or the The Venetian Macao shall not be liable for any damages or loss to such goods, wares, merchandise or other property which may be sustained either in the course of such removal, or in the course of transit, or by virtue of the Association's and/or the Event Facility disposal of the property. The exhibitor hereby expressly releases Association and/or the Event Facility from any such claims for damages of whatsoever kind or nature.

- 15. Safety:** Exhibitor acknowledges sole responsibility for the safety of its booth space and materials (including but not limited to amusement rides or other participatory equipment, installation and dismantle equipment or tools) or other items it brings to or into the Event Facility, and warrants the safe supervision, operation and use of these items. Exhibitor is responsible for ensuring the safety and safe work practices of all employees, contractors, and subcontractors working at the Event on behalf of the Exhibitor, as well as the safe conditions for and safety of all persons who enter the Exhibitor's booth space. Exhibitor agrees that IAAPA has no liability for Exhibitor's safety obligations, and that Exhibitor will indemnify and hold IAAPA harmless from and against any and all claims, losses, damages, death, injuries or liability whatsoever arising out of Exhibitor's safety obligations.
- 16. Security:** Neither the Association nor the Event Facility shall be in any way liable or responsible for any loss or disappearance of any object, item, good or materials of any kind, from exhibitor's booth space or from the Event Facility, except for such loss or disappearance as is due to intentional and tortuous theft committed by the employees of the Association or the The Venetian Macao. The Association and the The Venetian Macao provide certain security services, including providing advice on security measures, as a convenience to exhibitors, but the responsibility for the security and safety of an exhibitor's area, product, and property rests solely with the exhibitor.
- 17. Miscellaneous:** All rules and regulations hereunder are all deemed to be of the essence of this Contract. A material breach of any of them shall be deemed a breach of Contract entitling IAAPA to immediately cancel the exhibitor's Contract. Upon cancellation, IAAPA may take possession of the exhibitor's space, remove all person and properties of the exhibitor and hold the exhibitor accountable for all risk expense incurred in such removal. The Association reserves the right to make any changes necessary for the best interest of the trade show.
- 18. IP Enforcement Policy:** In an effort to ensure any claims or disputes by exhibitors at the Event (or in the time period prior to the Event) are handled in a non-disruptive manner, the Association hereby agrees to provide all exhibitors at the Event with the services of an intellectual property mediator ("IP Mediator"). At the Event and in the time period leading up to the Event, IP Mediator will provide assistance to exhibitors by evaluating potential intellectual property infringement claims and will work closely with the Association to issue any Sanctions (as defined below), if necessary. The Exhibitor understands and agrees that the IP Mediator is a neutral party enlisted to mediate and settle disputes between exhibitors related to intellectual property or proprietary rights, as well as any violation of the Rules. Exhibitor understands and agrees that all decisions made by the IP Mediator are final, and shall not be subject to appeal or challenge. The Exhibitor understands and agrees that, at the Event and in the time period leading up to the Event, any exhibitor ("Complaining Exhibitor") may lodge with IP Mediator a complaint against any other exhibitor ("Defending Exhibitor"), which after investigation may result in the Sanctions by the IP Mediator or the Association at the Event. IP Mediator's evaluation of such a complaint will be free of charge to the Complaining Exhibitor. Exhibitor understands and agrees that the enforcement action or sanctions ("Sanctions") shall be issued by IP Mediator and/or the Association in their sole discretion and may include but shall not be limited to: (i) the removal of any item, product, catalog, photograph or image (whether in digital or print) material, URL, product or device ("Exhibitor Content"), (ii) the shutdown of an exhibitor's booth at the Event, (iii) restrictions on access or services provided by the Association, (iv) a loss of membership to the Association; or (v) a ban from any future show or event. The Exhibitor understands and agrees that any determination by IP Mediator and/or the Association to issue any Sanctions is not a legal determination that any intellectual property infringement or violation has occurred; instead, Sanctions shall be issued (i) to enforce the rules and guidelines at the Event, including the Rules; (ii) when IP Mediator believes that the display of any Exhibitor Content is potentially infringing on another exhibitor's intellectual property or proprietary rights, or when IP Mediator and/or Association believes the display of any

Exhibitor Content is disruptive to the Event.

In exchange for being permitted to exhibit at the Event and also for the services described above, Exhibitor agrees as follows:

- a. That Association is not responsible or liable for any claimed or recognized violations of the Exhibitor's intellectual property or proprietary rights, including any claims for trademark, copyright or patent infringement or any claims of counterfeiting or other violations of proprietary rights.
 - b. That the Exhibitor will abide by any and all intellectual property laws, rules or guidelines, including the Rules, whether imposed by national or local laws or by the Association as part of its ownership and/or management of the Event.
 - c. That the IP Mediator and the Association have no obligation to enforce or act on the behalf of the Exhibitor and that both IP Mediator and Association may, in their sole discretion, determine whether to issue Sanctions or take any action in any case, depending on the facts presented by the Complaining Exhibitor. Nothing herein obligates IP Mediator or Association to take any action or issue any Sanctions.
 - d. Not to display Exhibitor Content that violates or potentially violates the intellectual property or proprietary rights of another exhibitor at the Event or that is otherwise disruptive to another exhibitor. Exhibitor hereby further agrees that the Association and/or its IP Mediator may determine—in their sole and complete discretion—whether to issue the Sanctions described herein.
 - e. To comply with any Sanctions issued by IP Mediator and/or the Association. Exhibitor further understands that its refusal to comply with any issued Sanctions may result in further action by Association, which may include the issuance of additional Sanctions or another action as determined by Association in its sole discretion.
 - f. That a failure by Exhibitor to abide by any Sanctions imposed by IP Mediator and/or the Association may lead to additional Sanctions imposed by Association.
 - g. That any claim of infringement made to IP Mediator or the Association shall be made with the good faith intent to enforce owned or licensed intellectual property or proprietary rights, and not solely in an effort to disrupt or impact another party's ability to operate.
 - h. EXHIBITOR AGREES TO RELEASE AND HOLD HARMLESS THE ASSOCIATION, IP MEDIATOR, AND THEIR AGENTS, CONTRACTORS, AND SERVICE PROVIDERS, (COLLECTIVELY, THE "RELEASED PARTIES") FOR ANY CLAIMS, DEMANDS, OR LIABILITIES RELATED TO: (i) A CLAIM OR DETERMINATION THAT A VIOLATION OF THE RULES HAS OCCURRED; (ii) A CLAIM OR DETERMINATION THAT ANY EXHIBITOR CONTENT IS INFRINGING, POTENTIALLY INFRINGING, OR OTHERWISE DISRUPTIVE TO THE EVENT; OR (iii) ANY OTHER CLAIM OR DETERMINATION ISSUED BY THE IP MEDIATOR, ITS AGENT OR CONTRACTOR, OR THE ASSOCIATION RELATED TO ACTIVITY AT THE EVENT. TO BE CLEAR, SUCH RELEASE OF LIABILITY WILL INCLUDE ANY CLAIMS OF TRADE LABEL, DEFAMATION, UNFAIR COMPETITION, OR NEGLIGENCE RELATED TO ANY DETERMINATION MADE AT THE EVENT BY THE RELEASED PARTIES.
 - i. To indemnify, hold harmless and defend the Released Parties from any claims, losses, damages or liability that may result from the Association or IP Mediator's enforcement of this IP Enforcement Policy.
 - j. That it will accept and not seek to challenge, modify or overturn any resolution made by IP Mediator or the Association, including the issue of any Sanctions.
- 19.** If any provision of the Rules is held to be illegal, invalid, or unenforceable under the present or future laws, then such provision shall be fully severable, and the Rules shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of the Rules and the remaining provisions of the Rules shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from the Rules.
- 20.** By signing the exhibitor contract, Exhibitor hereby agrees that the exclusive jurisdiction for any dispute, claim, or demand related in any way to the enforcement or construction of the Rules will be decided by binding arbitration. Specifically, all disputes between Exhibitor and Association shall be submitted to Judicial Arbitration and Mediation Services, Inc. ("JAMS") for binding arbitration under its rules then in effect in the Orlando, Florida, USA area, before one arbitrator to be mutually agreed upon by both parties. The parties agree to share equally in the arbitration costs incurred. It is the intention of the parties that all questions with respect to the construction and enforcement of the Rules and the rights and liabilities of the parties hereto shall be determined in accordance with the laws of the State of Florida, in the United States.