

# **Exhibitor Rules and Regulations**

## September 16 - 18, 2024 | Pasadena Convention Center | Pasadena, CA

#### **AGE POLICY**

No one under 18 years of age will be permitted on the show floor or session rooms at any time regardless of affiliation or circumstances. This includes infants and toddlers. Absolutely no strollers or infant carriers (worn or carried) are permitted at any time on the show floor. Show Management reserves the right to request proof of age from anyone at any time. This rule applies to all exhibitors and attendees. Registration of anyone under 18 years of age is unauthorized and in violation of these policies.

## **ADMITTANCE**

During Exhibitor move in, only registered Exhibitors and their Exhibitor Appointed Contractors (EACs) may enter the exhibit hall. On trade show days, a sponsor badge will be required to enter the exhibit hall two hours prior to opening and one-half hour after closing. Please contact Show Management if you require additional time. During trade show hours, the exhibit hall is open to qualified attendees with a badge. Please report any attendees in the exhibit hall without a badge to the security personnel or Show Management staff immediately.

#### **ANIMALS**

With the exception of guide, signal service animals (as defined in State and Local Law), animals are not permitted in the Convention Center, unless they are in conjunction with an approved exhibit, display, event, etc. Approval by the Convention Center is required before an animal can be permitted in the Center. If allowed, the Exhibitor is responsible for the liability, permits, and sanitary needs associated with the animal(s).

#### **ATTENDEES WITH DISABILITIES**

Techno Security & Digital Forensics Conference will provide reasonable accommodations to individuals with disabilities who make their situation known to Show Management staff. It is the responsibility of the exhibitor/sponsor company to be aware of, and be in compliance with, the rules set forth in the Americans with Disabilities Act with regard to accessing their booth.

## **AUDIO, MUSIC and NOISE**

In general, sound equipment may be used in the booth so long as the noise level does not disrupt the activities of neighboring exhibitors and does not exceed the sound limitation of 80 decibels. Show Management asks that you stay within this limit; this will be enforced on site. Additionally, all speakers must be turned into your booth space, not into the aisles or adjacent booths. Any complaints regarding audio will be addressed by Show Management with repeated complaints resulting in the audio being removed for the duration of the show.

#### **FLOOR BANNERS AND SIGNS**

Stand up banners, flags, signs, and pull-ups are allowed but may not exceed 8 ft in height for all linear and corner booths, except for perimeter booths (along the walls) which may not exceed 12 ft in height. Banners and flags in island booths may not exceed 20' maximum height.

#### **BOOTH PAYMENTS**

All exhibitors/sponsors will be required to settle their accounts in full prior to sponsor/exhibitor move-in.

#### **CAMERAS**

No photographs, video or audio recordings may be taken in the exhibit hall or in the conference sessions or product demos without prior Show Management approval.

#### **CARPET**

Carpet in standard show color is included in all sponsor booth packages. Sponsors/exhibitors that wish to utilize their own carpet, should be aware that carpet and/or carpet padding supplied by their company, or an Exhibitor Appointed Contractor (EAC), is required to be laid over the standard booth carpeting already in place. Exhibitors may also choose to rent an alternate color carpet or floor covering from the general contractor at exhibitor's expense.

#### **CONTRACT**

Each sponsor/exhibitor is responsible for understanding and abiding by the basic terms and conditions included in your Sponsor Application (and listed herein at end of this document). This application properly executed by Sponsor Representative shall, upon written acceptance by Show Management, constitute a valid and binding contract. Show Management reserves the right to render all interpretations and to establish further regulations as may be deemed necessary for the general success of the exhibition.

It is further agreed that the Exhibit Rules & Regulations as herein stated and as outlined in the Exhibitor Service Manual are made a part hereof as though fully incorporated herein, and that the sponsor/exhibitor agrees to be bound by each and every one thereof. Show Management reserves the right to make changes to the floor plan and move exhibitors (with prior notice) to enhance and benefit the overall exhibition.

## **CRATE AND BOX STORAGE**

Storage of any crates, cartons, boxes, or other show materials within or behind your booth is strictly prohibited due to fire marshal codes. All packing containers and similar material must be removed from the exhibition area upon completion of the booth setup. Storage of crates, boxes and packing items by the general contractor is included with your sponsor booth package. At the close of expo hours, these materials will be returned to the booth. Please note that every effort will be made to facilitate the return of these materials within 30 minutes to 2 hours after the closing of the exhibit hall.

## **DECORATIONS AND DECORATIVE MATERIALS**

Decorations and related materials may not be taped, tacked, stapled, nailed or otherwise affixed to painted surfaces, columns, fabrics, windows, ceiling or decorative walls in the Convention Center. The following items are prohibited in the Convention Center:

- Helium and mylar balloons
- Fog machines, haze machines, etc.,
- Adhesive-backed decals
- The use of confetti and glitter without prior written approval of Show Management and the Convention Center
- No tape of any kind shall be permitted on any permanently carpeted or painted areas or be affixed to any
  permanent feature of the facility. Only tapes pre-approved by Show Management shall be used in the
  facility.

## **DELIVERIES AND SHIPMENTS TO THE CONVENTION CENTER**

Packages sent directly to the Convention Center must follow strict rules for labeling and delivery. Please see the Onsite Shipping Instructions and Onsite Shipping Label found in the <u>Exhibitor Service Manual</u>.

## **DRONES (AERIAL PHOTOGRAPHY)**

The use of any remote drone, unmanned aerial vehicles, or unmanned aircraft systems is prohibited on or over the Convention Center. All inquiries regarding this policy and the use of drones in any of these areas should be directed to Show Management.

#### **ELECTRICAL SERVICES and UTILITIES**

All inline and corner sponsor booth packages include one (1) standard 120v electrical drop. Island booth packages include two (2) standard drops. Any additional electrical power/drops should be ordered directly from EDLEN Electrical, the exclusive in-house provider of electrical, plumbing, compressed air and other utility services.

**NOTE:** For inline and corner booths, the electrical drops will be placed at the back of the booth. Sponsors with island booths must submit a booth diagram indicating the placement of all electrical drops. Please submit your booth diagram noting electrical drops by August 24, to: Diana Ludwig with Show Management by email at diana.ludwig@ExpoDevCo.com.

#### **EXHIBIT BOUNDRIES**

All activities must be contained within the exhibit area described in your Application for Exhibit Space. No selling or promoting will be allowed in the aisles or other public areas. No part of any booth shall project outside of your booth. Souvenirs and literature may be handed out only from within the confines of your booth. Passing out promotional material or literature in the aisles or public areas is prohibited. Attendees viewing video monitors must be within your exhibit space, not crowded in the aisles. Live bands, loud speakers and carnival tactics will not be allowed. Please be a considerate neighbor.

#### **EXHIBIT DESIGN AND HEIGHT LIMITS**

Techno is a Cubic Content event. This style allows exhibitors to fully occupy the width, depth and height of the booth footprint. **Cubic Content Definition**: Using the perimeter lines of a booth as a guide, exhibitors may install a booth up to these lines and utilize all the volume of space within these lines up to the maximum height permitted depending on the type of booth:

- Linear and corner booths have a maximum height of 8 ft including any product, signage and/or booth component.
- Perimeter booths along the wall have a maximum height of 12 ft including any product, signage and/or booth component.
- Island booths have a maximum height of 20 ft including any product, signage and/or booth component.

For more information and guidelines, please see the Exhibit Design Regulations included in the Sponsor Services.

## **EXHIBIT FINISHING AND MATERIALS**

Please note that all walls or visible booth materials must be finished if it can be seen from the aisle. Any wall or materials facing neighboring booth must be finished and free from company logos or promotional graphics. All materials used in the construction of the booth and all decorative materials (drapery, table coverings, banners, foam board, signs, set pieces, etc.) within exhibitor booths must be non-combustible or made flame retardant.

Exhibit construction must have prior approval and is limited to non-power cutting tools. Any items that require power tools for cutting MUST be taken outside. Painting and any form of spray painting is strictly prohibited inside the Center. Touch up painting with a brush is permitted. No aerosols, e.g., spray paint, etc. are permitted.

Enclosed exhibits of more than 300 square feet or with more than one level will require additional fire protections. Please consult with Show Management regarding ANY type of enclosed structure.

Any booth that is completely enclosed by any form of ceiling construction may require a smoke detector equipped with an audible alarm to be installed on the ceiling. In addition, a 2A:10BC fire extinguisher is required in the interior portion of the booth.

Approval of any booth that exceeds eight feet in height and incorporates a ceiling and/or a second story area requires a complete set of structural plans stamped and signed by a California State registered architect or structural engineer. The plans shall include a seismic analysis of the structure and its method of attachment to the floor. The second story of a two-story booth shall be provided with at least one stairway complying with the prevailing code requirements. An occupant load sign shall be posted.

## **EXHIBITOR APPOINTED CONTRACTOR (NON-OFFICIAL CONTRACTOR)**

An EAC or non-official contractor is an exhibitor appointed contractor, other than official general contractor, that requires access to your booth during installation and dismantle. Sponsors/exhibitors with an EAC must complete the form in the <a href="Exhibitor Service Manual">Exhibitor Service Manual</a> by August 24. A Certificate of Insurance for the EAC must also be submitted to the general contractor by this date. Sponsors using an EAC are responsible for ensuring the EAC conforms to all show rules and regulations.

#### **FOOD and BEVERAGE DISTRIBUTION**

The serving of food/beverage by exhibitors is not permitted unless advanced written permission is given by Show Management. Any approved items must be ordered through Centerplate, the exclusive food, beverage and alcohol provider for the Convention Center, including all indoor/outdoor on-premises catering. **NO OUTSIDE FOOD OR BEVERAGE IS PERMITTED.** 

#### **HAND CARRY ITEMS**

For the convenience and safety of exhibitors and patrons, all freight and material handling must enter and exit the facility through the loading docks. Move-in and move-out through the Convention Center's lobby areas and front doors is strictly limited to hand-carried items. Dollies, flat-beds, pallet jacks, or anything mechanical is prohibited unless entered through the loading dock and taken to its destination via the loading dock area. Passenger elevators are designed for passenger use only and may not carry freight.

## **HAZARDOUS MATERIALS**

Exhibitors are prohibited from possessing, storing, or bringing onto the property materials that constitute hazardous materials as defined by federal, state, and local law.

## **MAINTAINING PROFESSIONALISM**

Show Management reserves the right to prohibit or remove any exhibit which, in its sole discretion, detracts from the general character of the exhibition as a whole or consists of products or services inconsistent with the purpose of the exhibition. The right to prohibit includes persons (dressed in a sexually suggestive or offensive manner), things, conduct printed matter, or anything of a character which the organizers, in their sole discretion, determine objectionable. In the event of such prohibition or removal, the organizers shall not be liable for any damages, including refunds or other exhibit expenses.

#### PHOTOGRAPHY, AUDIO RECORDING AND VIDEOTAPING

Photographing, audio recording and/or videotaping of the exhibitor's own booth is permitted. Photography, audio recording and/or videotaping anywhere else within the exhibit hall is strictly prohibited without the express written permission of Show Management. Unauthorized photography, audio recording or videotaping of any exhibit or product is prohibited and may result in the confiscation of film, memory cards and cameras as well as expulsion from the event.

## **RIGGING/HANGING SIGNS**

Hanging banners or signs above booths are permitted for sponsors/exhibitors with an island booth 400 sq ft or larger. Ceiling suspended signage is permitted to a maximum height of 20 ft. The sign must hang directly over the contracted

space only. All rigging must be performed by the in-house provider Encore. All requests to hang signs and banners must be submitted in writing for approval to Show Management by August 24, 2023. The quantity, size, proposed location and copy on all banners and signs must be submitted to Show Management. At no time can the Center's permanent signage be visibly blocked. Handwritten signs are prohibited unless professionally designed. All signs and banners left behind and unclaimed after 24 hours of move-out will be discarded.

#### **SECURITY**

Security will be provided by Show Management from sponsor/exhibitor move in through move out. However, neither Show Management nor the Pasadena Convention Center is liable for any loss or damage of materials.

#### **SMOKING POLICY**

In accordance with the City of Pasadena Municipal Code, smoking and vaping is prohibited at all times in all Convention Center buildings. There are designated areas outside the buildings where smoking and vaping are permitted.

## **SOLICITATION POLICY**

Solicitation ("suitcasing") by non-exhibiting companies is strictly against our rules and will not be tolerated. We ask that if you are bothered by a solicitor, or see someone else being bothered by a solicitor, please contact the Show Management staff immediately so that we can take care of this situation for you.

#### **SPONSOR HOSTED EVENTS**

Written permission from Show Management must be obtained to hold any training class, social or networking activity, or customer/client event, in Pasadena, CA, or the surrounding counties, within the period starting five days prior and ending five days after Techno Security & Digital Forensics Conference. Events scheduled onsite at the host property are to be coordinated through the Event Director. Any off-site event, regardless of location, conflicting with Techno Security & Digital Forensics Conference event programming, will be considered a violation of the Sponsorship Contract.

## **STANDARD BOOTH SET**

All booths (exhibit space) include carpet, trashcan, nightly booth cleaning, perimeter-only event security and company booth name sign. Inline and corner booths are framed with 8' high pipe and drape on the back, and 3' high pipe and drape on the sides. Each booth also comes with standard electrical service and an allotment of chairs and draped tables, as per your Sponsor/Exhibitor Agreement. Please refer to your Agreement to review the items included in your specific sponsorship package.

- NOTE: Pipe and Drape color is white. Table drape color is black. Carpet is dark gray.
- **IMPORTANT:** All sponsors not using the standard booth package must submit their booth design to Show Management for approval. Sponsors will not be allowed to move-in onsite without prior approval of their booth design. Please submit display approval requests by August 23, 2024 to Diana Ludwig at diana.ludwig@expodevco.com.

## STORAGE OF ITEMS WITHIN YOUR BOOTH

Sale items, handouts and display items shall be limited to reasonable quantities. Reserve supplies shall be maintained in closed containers and stored in a neat and compact manner. Storage of combustibles beneath tables shall be restricted to one day's supply. No storage of any kind is permitted behind curtains or walls of the booths or adjacent areas.

## **TENTS AND CANOPIES**

Exhibitors must receive prior event approval from Show Management to erect a tent or canopy in a booth. The City of Pasadena Fire Department requires:

- Tents may be no larger than 10'x 10'
- No hard walls
- Tents must have a fire extinguisher

- Multiple tents cannot be grouped together
- Flame-proof certification is required and must be available on site
- All canopies or tents shall be constructed of flame-retardant material in accordance with C.A.C Title 19
- Smoking shall not be permitted in tents or canopies

#### **VEHICLES**

Any vehicle displayed in a show must adhere to the following rules and regulations and must be pre-approved by Show Management and the Convention Center:

- All vehicles displayed within any of the Convention Center's buildings require a permit from the Pasadena Fire Department. All costs shall be the sole responsibility of the Exhibitor.
- The battery must be disconnected while any vehicle is on display within the Convention Center.
- Fuel in the gas tank shall not exceed one quarter of a tank or five gallons, whichever is less.
- Gas caps shall be taped or locked.
- Drip pan shall be placed under the vehicle's drive train to prohibit any damage to the facility.
- Duplicate keys for vehicles on display must be provided to show management for use in the event of an emergency. Keys shall be kept on the premises during the entire contracted time/period.
- Electrical vehicles must have their battery disconnected once placed in position. If unable to disconnect the battery due to battery location, then the ignition fuse must be removed. Electric vehicles are at no time allowed to be turned on during event hours.

## **WEAPONS**

The possession of a dangerous weapon is prohibited in the Convention Center. A dangerous weapon is any object or device designed or intended to be used to inflict serious injury upon persons or property. All concealed weapons are strictly prohibited in the Convention Center. Dangerous weapons include, but are not limited to: firearms, explosives, stun guns, handcuffs, brass knuckles, sticks, clubs, batons, martial arts instruments, pepper spray, tear gas, knives, etc. Guests found in possession of the above-mentioned items will be asked to remove the item from the Convention Center or dispose of it. Guests who refuse to comply will be removed from the building and may be subject to arrest.

#### **Firearms**

Only active on-duty City of Pasadena police officers may carry firearms within the Convention Center in accordance with their duties. All others are strictly prohibited regardless of license or status.

Still have questions? Contact Diana Ludwig, Operations Manager at diana.ludwig@expodevco.com

## APPLICATION & CONTRACT TERMS AND CONDITIONS — Techno Security & Digital Forensics Conference 2023

This Agreement contains the entire agreement of the parties. The Techno Security & Digital Forensics Conference 2023 will be referred to as the EVENT. Management is Comexposium and Exposition Development Company, Inc. and will be referred to as ORGANIZER. The person, company or organization who signs this contract will be referred to as the SPONSOR. The rules and regulations outlined in this Agreement, Sponsor Manual, Sponsor Confirmation Letter(s) and Sponsor Newsletters/Updates are terms of this contract. Sponsor will also comport with all rules and regulations of any organizations and/or service providers designated by Organizer, and the Pasadena Convention Center, which will be referred to as the VENUE.

- **1. CONTRACT FOR SPONSORSHIP** Applications for Sponsor Packages must be made on Organizer's official Sponsor Application & Contract form. Organizer reserves the right to accept or reject any application for Sponsorship from any potential Sponsor. A binding Contract for Sponsorship shall come into force only when Organizer has sent a written acceptance to the Sponsor. Organizer is not bound to accept an application for Sponsorship from a potential Sponsor for the Event even if it has accepted an application for Sponsorship from that Sponsor for another event. There is no automatic right for a Sponsor to participate in any subsequent event. Signatures on Contract for Sponsorship means the person or persons signing the exhibition sponsorship contract on behalf of the Sponsor shall be deemed to have full authority to do so on behalf of the Sponsor and the Sponsor shall have no right to claim against Organizer that such person or persons did not have such authority.
- **2. OCCUPATION OF BOOTH SPONSORSHIP** Booth representatives shall be restricted to Sponsor's Employees and their authorized representatives. Booth representatives shall wear badge identification furnished by Organizer at all times. Organizer may limit the number of booth representatives at any time. The Sponsor must staff all booths during all open Event hours. Organizer and its representatives shall be permitted to have access to the Booth and the Sponsorship at all times.
- **3. PAYMENT TERMS AND DEFAULT OF PAYMENT TERMS** Sponsor shall pay Organizer in accordance with the payment details set out in the Contract for Sponsorship. Organizer reserves the right to refuse to let the Sponsor occupy the Sponsorship if Organizer has not received cleared funds of all payments due from the Sponsor before the due dates. If the Sponsor defaults on any of its obligations under this contract or violates any exhibition rule or regulation promulgated pursuant to this contract, Organizer may, without notice, terminate the Sponsor's rights under this contract and may thereupon direct the Sponsor forthwith to remove its employees and agents, and all of its articles or merchandise and other personal property, from the Sponsorship contracted for and from the Venue. In the event of a termination of this contract as a result of any such Sponsor default or violation Organizer may retain all monies paid or payable under this contact as liquidated damages. The Sponsor will be responsible for any costs reasonably incurred by Organizer (including reasonable attorney's fees) in enforcing the Sponsor's obligations under this contract.
- **4. CANCELLATION BY SPONSOR** In the event that the Sponsor: (a) requests that it cancels its Sponsorship; (b) fails to meet any of the payment obligations (whether as to the amounts due or dates of payment) detailed in the Contract For Sponsorship; or (c) fails to occupy the booth space allotted to it by the opening time on the first day of the Event, then Organizer reserves the right (but without being obliged to do so) to treat the Contract For Sponsorship as being cancelled and apply the following cancellation terms and to re-allocate the booth space booked to another Sponsor. All Sponsor requests to cancel the Contract for Sponsorship must be forwarded to Organizer in writing and received by Organizer by certifiable delivery method not later than the dates referred to below. If cancellation request is received by Organizer on or before May 15, 2023, 50% of the total Sponsorship fee is due Organizer. After May 15, 2023, 100% of the total Sponsorship fee is due Organizer. All cancellation monies are considered liquidated damages and are not refundable even in the event Organizer allocates Sponsor's Sponsorship to another Sponsor. Sponsor shall fully and promptly indemnify Organizer against all expenses, costs, claims, losses, liabilities, charges and damages which Organizer may suffer or incur as a result (direct or indirect) of the cancellation of the Contract For Sponsorship by the Sponsor.

- **5. DOWNSIZING OF BOOTH SPONSORSHIP** Where a Sponsor requests a reduction in the size of its Sponsorship after acceptance by Organizer of the Sponsor's application for Sponsorship, then the Sponsor must forward a written request to Organizer in accordance with the delivery method as outlined in section 4 above. Organizer reserves the right to apply the scale of cancellation charges set out in section 4 above to the total cost according to the amount by which the original Sponsorship is reduced. Organizer may re-sell or re-allocate the sponsorship in question, but Organizer shall be under no obligation to reimburse all or any part of the charge for reduction in Sponsorship. There shall be no obligation by Organizer to accept the request for reduction of Sponsorship by the Sponsor. All downsizing monies are considered liquidated damages and are not refundable even in the event Organizer allocates Sponsor's Sponsorship to another Sponsor. Sponsor shall fully and promptly indemnify Organizer against all expenses, costs, claims, losses, liabilities, charges and damages which Organizer may suffer or incur as a result (direct or indirect) of the cancellation of the Contract For Sponsorship by the Sponsor.
- **6. GENERAL OBLIGATIONS OF THE SPONSOR** Sponsor shall: (a) occupy the booth space by the time set for completion of installation of displays; failure by Sponsor to do so shall constitute a default and such booth space may be possessed by Organizer for such purposes as it may see fit. (b) keep the Booth appropriately decorated and maintained and all exhibits open to view and the Booth adequately staffed continuously during the opening hours of the Event and not dismantle the booth before the end of the Event (any Sponsor breaking down their booth display before the end of the stated Event hours may be subject to a US\$1,000 fine). (c) remove all exhibits, fittings, and other items from the Venue by no later than the end of the Dismantling Period (d) not sell or permit to be sold, from the Booth or any other part of the Halls, any food or drink. (e) not do, cause, permit or suffer to be done anything which shall in the opinion of Organizer constitute a nuisance or which may be an infringement of or contravene any license held by Organizer, or the Venue. (f) ensure that sound levels emitted from the booth shall not exceed those levels which in the opinion of Organizer would cause disturbance to other Sponsors or which would breach any laws, bylaws or any other rule or regulation. (g) not do, cause, permit or suffer to be done anything which may cause damage, disfigurement or injury of any kind to the Venue or to the person or property of Organizer, Event or any other Sponsor or any visitor. (h) conduct business and distribute literature only from the part of the Hall and not take away buyers from the Venue to other business premises. (i) Sponsor further agrees not to hold any training class, social or networking activity, or customer/client event, in Pasadena, CA or the surrounding counties, within the period starting five days prior, and ending five days after the Event, without the express written permission of the Organizer.
- **7. POWERS AND DISCRETION OF THE ORGANIZER** Organizer shall be entitled to: (a) change the Booth allocated to the Sponsor at any time before the Sponsor takes possession of the Sponsorship. (b) alter the position or layout of the Event and or booths (c) refuse any person admission to the Event or remove from the Event any person whose presence in the opinion of Organizer is or is likely to be undesirable and Organizer may exercise such rights not withstanding that any person is the agent of the Sponsor or otherwise in any way connected or associated with the Sponsor; (d) remove from the Booth or the Venue at the risk and expense of the Sponsor any product, display, fitting or machinery or other items to which Organizer has an objection or which the Sponsor fails to remove in accordance with or which do not comply with these terms and conditions. (e) alter the dates, opening hours, dates and duration of the installation period, dates and duration of breakdown period and the total duration of the event.

  (f) change or vary these regulations at any time, or permit exceptions in special circumstances.
- **8. SPONSORS' LIABILITY FOR LOSS, DAMAGE AND INDEMNITY** All exhibits, products, displays, fittings and all other items brought into the Event by the Sponsor or the agents, contractors or other invitees of the Sponsor shall be the sole responsibility of and at the sole risk of the Sponsor. Organizer shall not be responsible for any loss or damage to such exhibits, products, displays, fittings or items however caused. The Sponsor shall indemnify and keep indemnified Organizer and Venue against all loss, damages, costs, charges and expenses (including contingent or consequential loss of profit) whatsoever arising from or in consequence of: (a) any breach by the Sponsor of any of the terms and conditions of the Agreement; or (b) any loss suffered by Organizer as a result of default or negligence of the Sponsor or any of its agents, subcontractors, invitees or employees; or (c) any liability to or claim by any third party (including the employees, contractors, agents and invitees of the Sponsor) arising from the default or negligence of the Sponsor or any

breach by the Sponsor of the terms and conditions of the Agreement. The Sponsor is responsible for and will indemnify and keep indemnified Organizer against all injury loss or damage arising in connection with the erection, use and dismantling of the Sponsorship and anything done on or from the booth caused directly or indirectly by the Sponsor or any contractor, subcontractor, agent or invitee of the Sponsor or visitor to the booth or by any exhibit or machinery or other item belonging to or introduced by any such person.

- 9. LIMITATION OF MANAGEMENT'S LIABILITY (a) Organizer does not make any warranty as to the Event in general and in particular in relation to the presence or absence or location of any other Sponsor or potential Sponsor. While Organizer shall act in good faith, the name of any Sponsor which may appear on any floor plan or booth number or any statement made by or on behalf of Organizer that any Sponsor is booked to attend the Event provisionally or otherwise shall not constitute a warranty, representation or undertaking by Organizer that any such Sponsor shall attend the Event. Organizer shall not be liable for the absence of other Sponsors from attending the Exhibition. (b) Organizer and the Venue shall not be responsible for death or personal injury to the Sponsor or employees, agents, contractors or other invitees of the Sponsor save as a result of Organizer's negligence. Nothing in this Agreement shall exclude or limit liability for death or personal injury resulting from the negligence of the Sponsor, Organizer or Venue or their agents or employees. (c) Without prejudice to section 9(b), the combined liability of Organizer and the Venue for a claim made by the Sponsor in respect of loss or damage suffered by the Sponsor however that liability arises including (without limitation) breach of contract, tort (including negligence), misrepresentation or breach of statutory duty shall not exceed the amount of all sums paid by the Sponsor to Organizer under this Agreement in relation to the Event. (d) Organizer and the Venue shall not in any event be liable for any: (i) loss of profit; (ii) loss of revenue; or (iii) loss of goodwill. (e) Organizer and the Venue shall not be liable for any claim made by the Sponsor more than one (1) year after the Event or, in the case of a series of events, the first such event which gives rise to such claim. (f) Except as set out in this Agreement, Organizer excludes all conditions, terms, representations (other than fraudulent or negligent representations) and warranties relating to services provided in respect of the Event, whether imposed by statute or by operation of law or otherwise, that are not expressly stated herein, including without limitation, the implied warranties of satisfactory quality and fitness for a particular purpose. (g) Each provision of this section 9 excluding or limiting liability shall be construed separately, applying and surviving even if for any reason one or other of these provisions is held inapplicable or unenforceable in any circumstances and shall remain in force notwithstanding the expiration or termination of this Agreement. (h) Without limiting its obligation to take out insurance coverage for such risks as it shall consider appropriate the Sponsor shall take out adequate insurance in respect of matters set out in section 11a, 11b and 11c including (without limitation) public liability insurance for loss, damage or injury caused by the Sponsor's neglect or default. The sponsor assumes the entire responsibility and liability for losses, damages, and claims arising out of exhibitor's activities on the Venue Premises and will indemnify, defend and hold harmless the Venue, it's agents, servants and employees from any and all such losses, damages and claims.
- **10. SPONSOR INSURANCE** The Sponsor and any Sponsor Appointed Contractors shall, at their sole cost and expense, procure and maintain through the term of this Application & Contract, comprehensive general liability insurance against claims for bodily injury or death and property damage and loss occurring in or upon, or resulting from, arising out of or related to the premises leased by Organizer. Such insurance shall include contractual liability and product liability coverage. All property of the Sponsor is understood to remain under its custody and control in transit to, during Event and from the confines of the Venue.
- 11. CANCELLATION BY MANAGEMENT AND FORCE MAJEURE If at the absolute discretion of Organizer, the Venue or portions of the Venue shall become unfit or unavailable for occupancy or it becomes impossible or impractical to hold the Event for reasons beyond the control of Organizer including (without limitation) fire, flood, storm, government intervention, malicious damage, acts of war, acts of terrorism, acts of God, strikes, riots or any other cause, Organizer reserves the right (but shall not be obliged): (a) to change the location and/or date of the Event; (b) to curtail the Event; (c) to reduce the Installation Period, Open Period or Dismantling Period; or (d) to cancel the Event. In the circumstances specified in paragraphs a, b and c of this section the parties agree and acknowledge that Organizer shall not have any liability to the Sponsor for refunds, additional expenses or charges or to make payment for any other loss or damage suffered by the Sponsor. If Event is cancelled in accordance with paragraph d of this section 11 the Sponsor agrees to

accept in complete settlement and discharge of all claims against Organizer a pro-rata share of the total amount paid by all Sponsors at the Event, less all costs and expenses incurred by Organizer in connection with the Event including a reserve, established at the sole discretion of Organizer, for future claims and expenses in connection with Event. In the event that the Event is cancelled by Organizer for any other commercial reason including (without limitation) the lack of support for the Event, Organizer will refund to the Sponsor all charges paid by the Sponsor to Organizer and the Sponsor agrees and acknowledges that he will have no further claim whatsoever against Organizer in respect of such cancellation.

- **12. ADDITIONAL REGULATIONS AND FIRE PRECAUTIONS** No open flames or smoldering products are allowed within the Sponsorship without prior agreement of the Organizer and Venue. The Sponsor must comply with all statutory local and other regulations or requirements and by-laws which affect or apply to the Event or the Venue and in particular any fire regulations. All materials used on and in the Sponsorship must be non-flammable. The Sponsor must comply with and observe any additional regulations and all other instructions and regulations laid down by the Venue from time to time.
- **13. ELIGIBLE EXHIBITS** Organizer reserves the right to determine eligibility of any company or product to participate in Event. Organizer can refuse assignment of Sponsorship to any company whose display of goods or services is not, in the sole opinion of Organizer, compatible with the professional character and objectives of Event.
- **14. SUBLETTING OF EXHIBIT Sponsorship** Sponsors may not assign, sublet or share their exhibit sponsorship with another business or firm unless approval has been obtained in writing from Organizer.
- **15. FAX/E-MAIL/TELEPHONE** By providing Organizer with e-mail addresses, telephone and fax numbers, Sponsor gives Organizer and its representatives/agents explicit permission to contact Sponsor using such addresses or numbers.
- **16. EVENT PUBLICITY AND PROMOTION** Organizer shall have the non-exclusive right to use the name of Sponsor in both print and broadcast advertising media in connection with the publicity and promotion of Event.
- **17. SPONSOR SERVICES MANUAL** Organizer shall provide to the Sponsor and all other Sponsors a Sponsor Services Manual before the Event which contains specific regulations with regard to the manner and conduct of the Event. The Sponsor agrees to abide by any relevant provisions contained in that Manual.
- **18. ASSIGNMENT AND SUB-CONTRACTING** The Sponsor shall not assign, sublet, transfer or charge or purport to assign, sublet, transfer or charge in whole or in part this Agreement or any of its rights, liabilities or obligations under this Agreement without the prior written consent of the Organizer. Organizer reserves the right to assign it rights, liabilities or obligations under this Agreement either in whole or in part to any other person, firm or company. Organizer shall give notice to the Sponsor of any such assignment. This Agreement shall be binding upon and shall benefit the successors and assigns of Organizer and (where Organizer's written consent is given) the successors and assigns of the Sponsor.
- **19. RELATIONSHIP OF THE PARTIES** Nothing in this Agreement shall create, or be deemed to create, a partnership or joint venture or relationship of employer and employee or principal and agent between the parties.
- **20. SEVERANCE** If at any time one or more provisions contained in this Agreement is or becomes invalid, illegal or unenforceable in any respect this shall not affect the validity, legality or enforceability of the remaining provisions which shall remain in full force and effect.
- **21. APPLICABLE LAW** Sponsor agrees to abide by the Rules and Regulations of the Venue, as may be in effect during the Contract period, and in addition, any such rules and regulations expressly included herein and any person in any aspect of its Sponsor activities. Any claims against Organizer arising out of, related to, or deriving from the Contract shall

be brought to a court having jurisdiction thereof in the State of New Jersey, and the laws of the State of New Jersey, except its choice of law rules shall apply in such cases. If any term, clause or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and the invalid term, clause or provision shall be deemed to be unread from the Agreement.

**22. CONTRACT ACCEPTANCE** — Deposit of Sponsor's check or other form of payment does not constitute Contract acceptance. This Agreement shall not be binding until accepted by Organizer.