

## A. General Terms & Conditions

### 1. DEFINITIONS

In these Terms & Conditions the following words and expressions shall have the following meanings:

**Authorities** shall mean any federal, state or local government agency with jurisdiction over the Exhibition Venue, including the Fire Department.

**Barter** shall mean any exchange of goods and services between IAL and the Participant.

**Booth** shall mean a specific floor area of the 'Exhibition Venue' which has been contracted to an Exhibitor and includes both "Space only" Booths (which are solely a specific floor area) and "Hardwall" Booths (as defined below). Any Booth together with any display or other area defined in the Contract is known collectively as Exhibition Space.

**Booth Coordinator** shall mean any employee or agent appointed by the Exhibitor to coordinate the Exhibitor's participation at the Exhibition.

**Booth Partner** shall mean any business, company, organisation, partnership, firm or individual with whom the Participant has agreed to share the Exhibition Space at the Exhibition.

**Contract** shall mean the Contract for Exhibition Participation entered into between IAL and the Exhibitor or Participant which incorporates these Terms & Conditions.

**Exhibition** shall mean IMEX America 2024.

**Exhibition commencement date** shall mean Tuesday October 08, 2024.

**Exhibition move-in completion date and time** shall mean Monday October 07, 2024, at 8:00 pm.

**Exhibition move-out commencement date and time** shall mean Thursday October 10, 2024, at 6:00 pm.

**Exhibition Space** shall mean any Exhibition Booth, display or other area defined in the Contract.

**Exhibition Venue** shall mean Mandalay Bay Resort & Casino, Las Vegas, Nevada, USA

**Exhibitor** shall mean any business, company, organisation, partnership, firm or individual to whom a Booth has been allocated for the purpose of exhibiting and who is responsible for appointing an employee, or agent to coordinate the Exhibitor's participation (Booth Coordinator). All Exhibitors are also Participants.

**Exhibitor Appointed Contractor ('EAC')** shall mean any company other than the designated General Service Contractors that provide booth construction and dismantling services, booth staff, florists, photographers, audio visual companies, etc., and need access to the show floor at any time during move-in, Exhibition dates or move-out.

**Exhibitor Manual** shall mean the online manual to be prepared by Show Management with access given to Participants prior to the Exhibition, setting out practical aspects of their participation and of the Exhibition.

**General Service Contractor** shall mean the Contractor appointed by IAL to perform necessary exhibition services and provide rental equipment at the Exhibition.

**Hardwall Booth** is a specific floor area and appropriate Hardwall construction (walls, carpet and fascia board).

**IAL** shall mean IMEX America Ltd.

**Intellectual Property Rights** shall mean all copyright and related rights, trademarks, trade names and domain names, logos, rights in design, rights in computer software, and any other intellectual property or other proprietary rights.

**Landlord** shall mean the owners and management of the appointed Exhibition Venue, its employees or agents.

**Participant** shall mean any business, company, organisation, partnership, firm, Exhibitor or individual who is named as such in this Contract and has been accepted for participation in the Exhibition by Show Management.

**Participation Fee** shall mean the amount payable by the Participant for their Booth, excluding any applicable VAT and taxes.

**REL** shall mean Regent Exhibitions Ltd. ('REL'), the parent company of IAL.

**Show Management** shall include all employees, and agents of IAL including those seconded from REL.

**Unforeseen Event** means anything outside the reasonable control of Show Management, the Landlord and/or the Participant, including but not limited to, acts of God, adverse weather conditions, fire, storm, flood, earthquake, explosion, accident, acts of the public enemy, war, rebellion, insurrection, sabotage, epidemic, pandemic, notifiable disease, quarantine restriction, labor dispute, labor shortage, power shortage, ceasing to be entitled to access the internet for whatever reason, server crashes, deletion, corruption, loss or removal of data, transportation embargo, failure or delay in transportation, any act or omission (including laws, regulations, disapprovals, failures to approve, sanctions or other authorizations or restrictions imposed) of any government or government agency.

### 2. PARTICIPATION

a) All Participants must complete, sign and return the Contract for Exhibition Participation to Show Management.

b) By signing the Contract, the Participant accepts these Terms & Conditions, which together form the offer for the Participant to contract for Exhibition Participation / Exhibition Space.

c) Acceptance of a Participant shall be by countersignature on the Contract by a duly authorised representative of IAL.

d) Upon acceptance, the issuance by IAL of an Exhibition Participation Confirmation Notice, in response to a submitted Contract, creates a legally binding Contract between IAL and the Participant.

e) Booth participation includes the following services:

- i. inclusion in the Online Exhibitor Directory and Exhibitor Listing for the Booth Coordinator and Booth Partners; and
- ii. Exhibition Space cleaning (see Clause 18(j)).

f) Where the Contract includes any provisions that conflict with or are additional to these Terms & Conditions, the terms of the Contract shall prevail to the extent of any such inconsistency or additional term.

g) Exemptions from any of these Terms & Conditions may only be granted at Show Management's discretion. No exemption given by Show Management will be effective unless it is in writing and signed by a duly authorised representative of IAL.

h) All Participants at the Exhibition are requested to adhere to the Terms of attendance at IMEX Group Events which can be found in section 3 at [www.imexexhibitions.com/our-legal-terms](http://www.imexexhibitions.com/our-legal-terms)

### 3. PARTICIPATION FEE AND PAYMENTS

#### a) Participation Fee

- i. The Participation Fee is set out in the Contract. It does not include any booth fitting within the Exhibition Space, unless otherwise specified and agreed.
- ii. IAL is registered for VAT in the UK and may be required to add UK VAT to the Participation Fee, in accordance with UK VAT regulations. IAL's UK VAT number is GB 997 162 961.

#### b) Conditions of Payment

- i. All payments under this Contract should be made in US Dollars (USD).
- ii. Unless otherwise agreed in this Contract all Participation Fees and all insurance administration fees must be paid at least two (2) weeks before the Exhibition commencement date.

#### c) Payment for Exhibition Booths (including barter)

- i. For Contracts signed on or before April 01, 2024, the Participation Fee is payable in full by April 01, 2024.
- ii. For Contracts signed after April 01, 2024, the Participation Fee is payable in full by the due date specified on the invoice.
- iii. **UNDER NO CIRCUMSTANCES WILL THE EXHIBITOR BE PERMITTED TO ERECT OR OCCUPY A BOOTH IF THE PARTICIPATION FEE HAS NOT BEEN PAID IN FULL.**
- iv. Interest will be chargeable on any payments still outstanding after the due date on the invoice, or for Exhibition Booths still outstanding at the Exhibition commencement date, at a rate of 2% per month.
- v. The acceptance by IAL of a payment with an application does not in any way constitute acceptance of the application or grant of permission to exhibit. If an application is denied, a full refund of any payment will be made promptly.
- vi. The Exhibitor agrees that in the event a Booth of greater size is selected, assigned or allotted to it at its request or with its consent, it will pay the additional amount required promptly upon receipt of notice to that effect.
- vii. If full payment is outstanding when the Online Schedule and Contact the Buyers facility for IMEX America becomes available (approximately four (4) weeks before the Exhibition), IAL reserves the right to withhold access to these online tools until confirmation of payment has been received.
- viii. If full payment has not been received two(2) weeks prior to the Exhibition commencement date, IAL reserves the right to delay or cancel the construction of the Booth which may affect the Exhibitor's ability to exhibit.

#### d) Barter transactions - invoicing and payment

- i. For any barter transactions (in respect of the exchange of Exhibition Space, goods and/or services), invoices will need to be exchanged for the value of the barter in order to comply with applicable VAT and accounting regulations.
- ii. If the barter is not balanced (see (iii) below) and a net amount is due to IAL, this must be physically paid at least two (2) weeks before the Exhibition commencement date, unless specifically agreed otherwise.
- iii. A barter imbalance may arise from:
  - a difference in the contracted value of the bartered Exhibition Space, goods and/or services and the related taxes, including VAT; or
  - the Participant failing to provide the contracted barter goods and/or services and related invoices by the agreed date.

### 4. PARTICIPANTS' INSURANCE

- a) **Liability insurance:** each Participant must have general public liability insurance against claims for personal injury, death or property damage, arising out of or in any way connected to their participation in the Exhibition.
  - i. Such insurance maintained by the Participant must be issued by an insurance company authorised to do business in Nevada and reasonably acceptable to Show Management, with A.M. Best rating A- or higher.
  - ii. The Participant's insurance should cover the indemnification obligations of the Participant under the Contract, these Terms & Conditions, or elsewhere. The Participant is required to indemnify and hold harmless Show Management and the Exhibition Venue from all liability (damage or accident) which might ensue from any cause resulting or connected with transportation, placing, removal or display of exhibits, in respect of each and every claim and all actions, proceedings, costs, claims and demands in respect thereof.
  - iii. Participants with Exhibition Space must take out and maintain public liability insurance providing a minimum indemnity of 1 million US Dollars (USD) or local currency equivalent for personal injury, death or property damage in any one (1) occurrence for the duration of the Exhibition including the construction and dismantling periods and must provide proof at least two (2) weeks prior to the Exhibition move-in commencement date.

- iv. The Participant's insurance coverage shall name IMEX America Ltd, Mandalay Corp., Mandalay Bay Resort & Casino, its parent company, subsidiaries and affiliates and the General Service Contractor as additional insureds on the general liability policy.
- v. Booth construction companies engaged by Participants must have their own separate insurance cover providing a minimum indemnity of 1 million US Dollars (USD) or local currency equivalent for the duration of the construction and dismantling periods.
- vi. The Participant is required to carry worker's compensation coverage protecting employees in accordance with the laws of the State of Nevada, as applicable.
- b) **Property insurance:** each Participant acknowledges that they are responsible for obtaining, for their protection and entirely at their own expense, such property insurance for their exhibits and display materials as they deem appropriate and in accordance with these Terms & Conditions.
  - i. The Participant understands that neither IAL, the Exhibition Venue, nor the General Service Contractor maintains insurance covering the Participant's property and it is the sole responsibility of the Participant to obtain such insurance.
  - ii. Any policy providing such property insurance must contain an express waiver by the Participant's insurance company of any right of subrogation to any claims against IMEX America Ltd, Mandalay Corp., Mandalay Bay Resort & Casino, its parent company, subsidiaries and affiliates and the General Service Contractor.
- c) **Automobile insurance:** if a Participant or Exhibitor Appointed Contractor brings a vehicle onto the Exhibition Venue grounds, it must be insured for commercial automobile liability.
- d) **Cancellation insurance:** Participants must insure, up to the limit of their Exhibition participation and all other expenses contracted with Show Management, against the Exhibition being abandoned, cancelled, postponed or curtailed including in whole or in part by reason of fire, national emergency, labor dispute, violence, strike, lock-out, civil disturbance, inclement weather or any other circumstances beyond the control of the Participant or Show Management, including damage caused by attendees to the Exhibition, other Participants or persons acting on their behalf. Show Management shall not be liable to the Participant, or their agents or employees in respect of any actions, claims, losses, costs or expenses suffered or incurred by the Participant as a result of the happening of any event identified in this clause 4(d).
- e) **Group insurance package:** IAL will provide details of a group insurance package provided by an independent insurance broker which is available to all Participants with Exhibition Space and provides standard coverage with an optional extension for Terrorism coverage
  - i. The fees and limits of this insurance package are set out in the Contract and are dependent on the size of the Booth.
  - ii. This insurance package provides cover for the Participant and all Booth Partners but not for any Exhibitor Appointed Contractor(s).
  - iii. The insurance administration fee will be included on the invoice for Exhibition Space
  - iv. A credit can be given if a Participant has their own insurance cover and can provide satisfactory evidence of this to the Show Management's insurance administrator, who will then issue an exemption certificate.
  - v. Insurance administration fees must be paid, or an exemption certificate provided at least two (2) weeks before the Exhibition commencement date.
- f) **Proof of insurance:** the Participant must provide proof of any of the foregoing insurance to Show Management when contracting, whether by certificate of insurance or otherwise, at the discretion of Show Management.
- g) **Group insurance cover options, details and fees:**

Standard Cover (payable to IAL - this will be added to your invoice for Exhibition Space)						* Premium fees include 12% Insurance Premium Tax
Bands	Exhibition Space Size	Fee*	Expenses	Property Cover	Public Liability	
A	up to 200sqft	USD 160.00	USD 20,000	USD 20,000	USD 1,000,000	
B	over 200sqft to 1000sqft	USD 400.00	USD 50,000	USD 20,000	USD 1,000,000	
C	over 1000sqft	USD 800.00	USD 100,000	USD 50,000	USD 1,000,000	
Optional extension for terrorism anywhere within USA (payable to IAL - this will be added to your invoice for Exhibition Space)						
Bands	Exhibition Space Size	Fee*	Description of Cover			
A	up to 200sqft	USD 30.00	Protection due to your inability to attend the event due to terrorism anywhere within USA.			
B	over 200sqft to 1000sqft	USD 75.00	Cover limits for Expenses, Property Cover and Public Liability are as per Standard Cover.			
C	over 1000sqft	USD 140.00				
Optional extension for terrorism anywhere Worldwide (payable to IAL - this will be added to your invoice for Exhibition Space)						
Bands	Exhibition Space Size	Fee*	Description of Cover			
A	up to 200sqft	USD 60.00	Protection due to your inability to attend the event due to terrorism anywhere worldwide.			
B	over 200sqft to 1000sqft	USD 140.00	Cover limits for Expenses, Property Cover and Public Liability are as per Standard Cover.			
C	over 1000sqft	USD 270.00				

### Details of the Standard Cover

You should ensure the limits and scope of protection are sufficient as this is a non-advised sale for you to comply with the contract conditions. **You must pay for the Standard Cover insurance or have received the exemption certificate at least two weeks prior to the start of the Exhibition.**

### Property Cover

Excess USD 500 each and every loss. Please note that the policy does not cover loss or damage to portable computers (laptops, tablets and the like), telephones, multilingual translation units or paging devices.

### **Public Liability**

Excess USD 10,000 each and every claim in respect of bodily injury and third party property damage. There is no cover in respect of Employees liability, workers' compensation or the equivalent. Participants should ensure that they have adequate cover.

### **Choice of Law and Jurisdiction**

Worldwide - including countries which operate under the laws of the United States of America or Canada. This amends Clause 3.5 Operative Clause of the Exhibitor Insurance Policy wording.

### **Insured's Responsibility to Take Care**

The insured must use due diligence to prevent loss, injury, damage or liability and take reasonable care in all respects relating to this insurance.

### **Conditions**

For full Terms & Conditions please refer to the policy wording on the [IMEX website](#).

For all additional enquiries or further details on the policy, contact Gary Payne at Arc International, St Clare House, 30-33 Minorities, London EC3N 1PE

Tel: +44 (0)207 977 7642 Email: [gpayne@arc-int.co.uk](mailto:gpayne@arc-int.co.uk) Fax: +44 (0)207 977 7631

## **5. IAL'S RIGHTS TO TERMINATE THIS CONTRACT**

- a) **Failure by the Participant:** If any Participant fails to observe or perform any of the provisions of the Contract, Show Management shall have the right to terminate the Contract immediately by giving notice in writing to such Participant, and:
- In such event the exhibits of such Participant shall be removed from the Exhibition Venue at a time to be stated by Show Management and thereafter such Participant shall not be entitled to access the Exhibition Venue or the Exhibition;
  - IAL shall be entitled, if necessary, to remove and deliver such exhibits and property (at the expense of the Participant) to the Participant's address stated in the Contract;
  - In the event of termination under this Clause 5(a), all Participant Fees paid by the Participant shall be forfeited to and retained by IAL;
  - in the event of the Participant's failure to observe and/or perform the Contract and Show Management's rights under this Clause 5(a), Participant's liability shall be limited to the total participation fees set forth on page 1 of the Contract, but Participant shall not be further responsible to Show Management in respect of any actions, claims, losses (including consequential losses), costs or expenses which may be brought against or suffered or incurred by Show Management as the result of Participant's failure to observe and/or perform the Contract and Show Management rights under this Clause 5(a).
- b) **Bankruptcy etc. of Participant:** If a Participant is adjudicated bankrupt, files a voluntary petition in bankruptcy, makes or executes an assignment for the benefit of creditors, is liquidated or dissolved, or a receiver, trustee, liquidator, or other judicial representative is appointed for its property, the Contract with such Participant shall terminate forthwith except that all monies paid shall be forfeited and the balance of monies due shall be payable forthwith (as cancellation participation fees in accordance with Clause 7) and such termination shall be without prejudice to any claim of IAL against the Participant in respect of any prior breach.

## **6. IAL'S RIGHTS TO CANCEL THIS CONTRACT**

- a) IAL shall have the right at all times to abandon, cancel or suspend the Exhibition in whole or in part in the event that there is likely to be, in IAL's reasonable opinion, insufficient participation in and support for the Exhibition.
- b) In such circumstances, the decision of IAL shall be final.
- c) In the event of such an abandonment, suspension or cancellation, the Participant shall be entitled to be paid an amount equal to any Participation Fees paid by them to the date of cancellation, but Show Management shall not be further responsible to the Participant in respect of any actions, claims, losses (including consequential losses), costs or expenses which may be brought against or suffered or incurred by the Participant as the result of the abandonment, cancellation or suspension of the Exhibition.

## **7. PARTICIPANT'S RIGHTS TO CANCEL THIS CONTRACT**

- a) Where the Participant seeks to cancel their confirmed Exhibition Space after an Exhibition Participation Confirmation Notice has been issued, then provided that the Participant is not in breach of any of its obligations under this Contract, and unless otherwise agreed in writing between the parties, the following cancellation provisions will apply.
- From date of booking, up until nine (9) months prior to the Exhibition commencement date, IAL will retain 10% of Participation Fee paid or payable
  - Between nine (9) months and six (6) months prior to the Exhibition commencement date, IAL will retain 50% of Participation Fee paid or payable

iii. Between six (6) months and the Exhibition commencement date, IAL will retain 100% of Participation Fee paid or payable.

b) Where the participation fees have not yet been paid by the Participant, IAL shall be entitled to be paid such cancellation participation fees, within seven (7) days of the date of cancellation.

c) Where the Participant has already paid such participation fees, then the Participant shall be entitled to a refund of those monies paid up to the amount of the cancellation fee detailed above, such refund to be made within a reasonable time.

d) The Participant acknowledges that where cancellation of an Exhibition Space under this Clause 7 takes place, then the cancellation provisions detailed in this Clause 7 are the sole and exclusive remedy available to the Participant under this Contract, or otherwise.

## 8. FAILURE OF SERVICES

a) **Supply of the services of the Landlord et al:** Show Management will use all reasonable endeavours to ensure supply of the services of the landlord and of those mentioned in the online Exhibitor Manual, but they shall not incur any liability to the Participant for any loss or damage, if such services shall wholly or partially fail or cease to be available, nor shall the Participant be entitled to any allowance in respect of fees paid or due.

## 9. IMPOSSIBILITY

a) Show Management's obligation to perform in accordance with the Contract will be suspended and Show Management shall decide, in good faith, whether the Exhibition is to be cancelled, relocated or postponed to another date if:

i. the Exhibition Venue becomes unfit or unavailable for occupancy or shall be substantially interfered with; or

ii. where the holding of the Exhibition or ability to access the country where the Exhibition is held, or Show Management's ability to hold the Exhibition as intended is prevented or interfered with by the occurrence of an Unforeseen Event; and/or

iii. Show Management decide, in good faith, that the Exhibition cannot go ahead at the planned time.

b) In such an event, Show Management shall inform the Participant of such occurrence and its decision to cancel, relocate or postpone the Exhibition as soon as practicable after the Unforeseen Event, and:

i. If Show Management decides to cancel the Exhibition, the Participant shall be entitled to any refund as if Show Management had cancelled the Exhibition pursuant to Clause 6; or

ii. If Show Management decides to relocate or postpone the Exhibition, it shall provide such details to the Participant within a reasonable period; provided, however, that the Participant may elect, in its sole discretion and within a reasonable time following notice of Show Management's decision to relocate or postpone, to either:

1. terminate the Contract, and Participant shall be entitled to any refund as if Show Management had cancelled the Exhibition pursuant to Clause 6; or

2. accept Show Management's modified location and/or dates for the Exhibition, and the Contract shall continue in full force with such modified terms.

c) In addition, where the Participant's ability to access the country where the Exhibition is held, and/or the Participant's ability to attend the Exhibition as intended is prevented or interfered with by the occurrence of an Unforeseen Event and Participant decides, in good faith, that it cannot participate in the Exhibition at the planned time, then Participant's obligation to perform in accordance with the Contract will be suspended and Participant shall inform Show Management of such occurrence and its decision to terminate the Contract as soon as practicable after the unforeseen event.

d) If the Participant decides to terminate the Contract pursuant to Clause 9(c), the Participant shall be entitled to a refund in an amount equal to any Participation Fees paid by them to the date of cancellation, but Show Management shall not be further responsible to the Participant in respect of any actions, claims, losses (including consequential losses), costs or expenses which may be brought against or suffered or incurred by the Participant.

## 10. SAFETY AND SECURITY

a) All local, state and federal laws shall be observed during the Exhibition in the Exhibition Venue.

b) The Participant shall observe all safety regulations of the Landlord, directives by security personnel and Show Management's personnel.

c) The Participant shall be liable for all damage to persons or property, or economic losses which have been caused by booth construction (other than where this is done by the General Service Contractor), booth equipment, exhibits and any employees acting on its behalf.

d) The Participant shall obtain all required permits prior to the Exhibition commencement date and have them available for inspection by Show Management.

e) Show Management will provide security during the construction and dismantling times as well as throughout the duration of the Exhibition but will not be liable for the loss or damage of any Participant's property.

## 11. LIABILITY AND INDEMNITY

a) Nothing in these Terms & Conditions limits any liability which cannot legally be limited, including but not limited to liability for:

i. death or personal injury caused by IAL's negligence or the negligence of its employees, agents or subcontractors,

ii. fraud or fraudulent misrepresentation; or

- iii. any obligation to indemnify for third party claims, costs, losses, damages or expenses; or
  - iv. any other liability which cannot be lawfully excluded or limited.
- b) Subject to Clause 11(a) above, neither party shall be liable to the other party, whether in tort (including negligence), contract, breach of statutory duty, or otherwise arising under or in connection with these terms for loss of profits, loss of sales or business, loss of agreements or contracts, loss of anticipated savings, loss of damage to goodwill and any indirect or consequential losses.
- c) Subject to Clause 11(a) above, each party's total liability (whether in contract, tort or otherwise) under or in connection with these Terms & Conditions shall be limited to the Participation Fees paid in each Exhibition year (as applicable), under these Terms & Conditions.
- d) Each party (in such instance, the "Indemnifying Party") assumes responsibility and agrees to indemnify and defend the other party and its respective affiliates and their respective directors, officers, agents and employees (in such instance, the "Indemnified Parties") from any third party claims, costs, losses, damages or expenses (including any reasonable legal fees) arising out of: (a) the Indemnifying Party's use or provision, as the case may be, of the Exhibition Venue by themselves or their agents, subcontractors or employees; (b) the Indemnifying Party's or their agents', subcontractors' or employees' failure of observe and/or perform the Contract and/or breach of any representation or warranty set forth in the Contract; (c) death, personal injury or property damage caused by the Indemnifying Party's negligence or the negligence of its agents, subcontractors or employees; or (d) any violation or infringement (or claimed violation or infringement) by the Indemnifying Party or its agents, subcontractor or employees of any image, copyright, trademark or trade secret rights or privileges, whether during the Exhibition or in connection with materials supplied to the Indemnified Parties for use in accordance with the Contract, provided that the Indemnified Parties have not modified the foregoing.
- e) IAL does not represent any companies who visit the Exhibition at the Exhibition Venue and shall not be responsible in any way for their conduct, business practices, any meetings or negotiations / discussions with such companies. Any companies that conduct business with each other as a result of meeting at the Exhibition are responsible for entering into their own business contracts or negotiations / discussions.

## 12. DATA PROTECTION

- a) IAL is committed to the lawful, fair and transparent use of your personal data and will use your data to fulfil this Contract and on the basis of our legitimate interests to market to you about current and future shows and to share selected personal data with some of our official suppliers providing important exhibition services including internet, electrical points and booth construction, in accordance with IAL's Privacy notice.
- b) Our official suppliers are listed here [www.imexamerica.com/exhibitor-manual](http://www.imexamerica.com/exhibitor-manual)
- c) IAL will be the controller of your personal data provided to, or collected by or for, or processed in connection with our services.
- d) IAL will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of your personal data.
- e) You agree and understand that we may process your personal information in accordance with our Privacy Policy notice, which can be found at [www.imexexhibitions.com/privacy](http://www.imexexhibitions.com/privacy)

## 13. FURTHER CONDITIONS

- a) **Union labor and work agreements:** the Participant hereby agrees to abide by all agreements made between any labor union, IAL, its agents and the Exhibition Venue pertaining to the use of union labor while in the Exhibition Venue.
- b) **Americans with Disabilities Act:** the Participant warrants that its planned Exhibition design and use of Exhibition Space at the Exhibition will comply with the Americans with Disabilities Act ('ADA') and hereby accepts full responsibility for compliance with the ADA, and:
- i. The Participant will notify Show Management and the Exhibition Venue in writing of any person(s) with special needs affiliated with the Participant who may be attending the Exhibition, and will specify their needs;
  - ii. The Participant shall indemnify and hold IAL and its affiliates and their respective directors, officers, employees and agents, harmless from and against all claims, including legal fees and litigation expenses, that may be incurred by or asserted against IAL and its affiliates and their respective directors, officers, employees and agents, on the basis of the Participant's breach of this paragraph or noncompliance with any of the provisions of the ADA.
  - iii. In no event shall this Clause 13(b) limit Show Management's responsibility to comply with the ADA with respect to the Exhibition Venue or require the Participant to indemnify IAL for noncompliance with the ADA with respect to any portion of the Exhibition Venue other than the Participant's own Exhibition Space.
- c) **Interpretation of regulations in translation:** in the event of any dispute as to the interpretation of these regulations as a result of their translation into a foreign language, the English version will be taken as authoritative and prevail.
- d) **Disputes and Law:** the Exhibition will be conducted under the direction of IAL and its affiliates. Violations of any of these Terms & Conditions shall entitle Show Management, among other remedies set forth herein, to exclude a Participant from the Exhibition and/or to recover damages caused by such violations.
- e) **Laws:** this Contract shall be construed pursuant to the laws of the State of Nevada, without regard to the conflicts of law provisions thereof. Any action hereunder shall be brought in the federal courts in the State of Nevada, and the Participant hereby submits to the jurisdiction of such courts for purposes of adjudication thereof.

- f) **Further Terms & Conditions:** in any cases not covered by the Terms & Conditions in this Contract, IAL shall, acting reasonably, have the absolute right to make further Terms & Conditions appropriate to the circumstances. IAL will notify the Participant of such further Terms & Conditions and request the Participant to respond within seven (7) days from the date of notification of the further Terms & Conditions.
- g) Any other changes to these Terms & Conditions and/or the Contract shall only be valid once agreed and approved by a duly authorised representative of IAL, in writing.

## **B. Exhibition Space Management**

### **14. GENERAL CONDITIONS**

- a) **Booth Coordinator:** the Exhibitor shall appoint a Booth Coordinator who shall be responsible at all times to ensure that any Booth Partner complies with all the obligations of the Exhibitor and shall cooperate with Show Management in relation to the Exhibition.
- b) **Consents:** applications for any consent by Show Management must be in writing and must set out full details of the matters for which consent is sought and provided to Show Management at least six (6) weeks prior to the Exhibition commencement date.
- c) **Information in the Online Exhibitor Manual:** specific information about booth construction, Exhibition move-in and move-out, sustainable exhibiting, transportation, exhibitor services, third party suppliers etc. will be contained in the Online Exhibitor Manual.
- d) **Vehicle displays:** for any proposed vehicle displays on booths, Exhibitors or EACs are required to apply for a temporary vehicle permit with the Clark County Fire Department.

### **15. ALLOCATION, OCCUPATION AND COMPLETION OF EXHIBITION SPACE**

- a) Allocation of Exhibition Space is entirely at the discretion of Show Management and is generally allocated on a "first come, first served" basis.
- b) Show Management has the right to relocate a Booth at its discretion.
- c) The Participant and its Exhibitor Appointed Contractors must comply with the Exhibition move-in and move-out times and conditions as set out in the online Exhibitor Manual.
- d) It is the responsibility of the Booth Coordinator to maintain personnel at the Booth at all times during the Exhibition hours.
- e) The Participant undertakes that the Exhibition Space will be ready, and all installed and arranged therein for display and all arrangements in connection therewith completed by the Exhibition move-in completion date and time as specified in Clause 1.
- f) The Participant may not remove any of the exhibits prior to the Exhibition move-out commencement date and time as specified in Clause 1.
- g) Construction and dismantling hours must be adhered to unless written approval is received from Show Management.
- h) Subject to Clause 8 of these Terms & Conditions, should a Participant fail to occupy the Exhibition Space for any reason, all monies paid shall be forfeited and the balance of the participation fees shall be recoverable forthwith by IAL. IAL shall be entitled to utilize the Exhibition Space which had been allotted to the Participant in such manner as Show Management shall think fit and to recover from the Participant any expenditure incurred in so doing.
- i) The Participant and its representatives shall conduct themselves in a business- like manner.
- j) Show Management reserves the right to revoke Exhibition participation privileges from unprofessional and/or disruptive individuals.
- k) Floor covering is required for all Booths.
- l) Space Only Booths must have Show Management's approval for the Exhibition Space design and construction as specified in Clause 17.
- m) Show Management reserves the right to restrict or remove exhibits that are distracting or detract from the character of the Exhibition.
- n) Show Management has the right to re-allocate a Booth at its discretion if the Participant has not appeared or has not begun to set up the Booth twenty (20) hours prior to the opening of the Exhibition.
- o) The Participant will be liable for the costs of any additional services/ equipment required for its respective Exhibition Booth, such as electrical connections, furniture, rigging, AV, catering.
- p) **Rights of Access to Exhibition Space:** subject to clause 11, Show Management and the Landlord and those authorised by them respectively have the right to enter any Exhibition Space at any time to execute works, repairs and alterations for other purposes. No compensation will be payable to the Participant for damage, loss or inconvenience caused by any such entry

### **16. USE OF EXHIBITION BOOTH**

- a) The Contract constitutes a license to exhibit and not a tenancy.
- b) The Participant agrees to use the Booth for the duration of the Exhibition in conformity with Show Management's booth construction guidelines.

c) The Participant shall not assign, sublet, share or apportion the whole or any part of the Exhibition Space allotted, or have representatives, products, equipment, signs or printed materials from other than its own firm in the assigned Exhibition Space without the prior written consent of Show Management.

## 17. EXHIBITION APPOINTED CONTRACTORS

### a) **Space Only Booths: Exhibitor Appointed Contractor Registration:**

- i. It is the responsibility of the Booth Coordinator to register the booth construction company for the Booth.
- ii. This registration may be submitted via the Booth coordinator portal or directly to Show Management.
- iii. Registrations received directly from a booth construction company will not be permitted.
- iv. Additionally, the Booth Coordinator must ensure that Show Management receives a copy of the Booth construction company's third-party liability insurance with a minimum insurance limit of 1 million US Dollars (USD) before the Exhibition move-in commencement date.

## 18. EXHIBITION SPACE DESIGN

a) Participants are responsible for their own Exhibition Space design and construction, under the following conditions:

- i. A plan of the proposed Exhibition Space installation, showing the ground plan, elevation and electrical installations must be submitted in duplicate to Show Management for examination and approval six (6) weeks before the Exhibition commencement date.
- ii. All interior Exhibition Space fittings must be contained within the Exhibition Space and should not extend into the aisle area.
- iii. All plans will be subject to the approval of both Show Management and the Fire Marshall and must fully comply with the Fire Marshall's regulations.
- iv. Show Management reserves the right to prevent work being carried out by or on behalf of any Participant who has not submitted Exhibition Space plans in accordance with this regulation.
- v. Please note that pipe and drape Booths will not be allowed.

b) **Exhibition Booth Height and Layout:** the overall height of booth fittings for all Booths should not exceed 20 feet from the floor level.

- i. All booth fittings exceeding 16 feet 6 inches in height must be set back 4 feet from the open perimeter of the Exhibition Booth.
- ii. Hanging banners and other suspensions above the Booth must not exceed a maximum height of 20 feet and must be placed at least 4 feet inside the perimeter of the Booth.
- iii. At least 70% of each of the Booth sides facing the aisle must be left open.

c) **Hardwall Booths - Booth Fittings:** All interior booth fittings must be contained within the Hardwall Booth structure and must not exceed 8 feet in height.

### d) **Exhibition Booth Numbers**

- i. Space only Booths must ensure their Booth number is clearly displayed.
- ii. Booth numbering will be provided for Hardwall Booths.
- iii. Show Management reserves the right to affix numbers or directional signs on any Booth in any position.

### e) **Divided Exhibition Booths**

- i. On divided Exhibition Booths, Exhibitors are responsible for erecting and decorating side and back walls facing on to their Booth areas to a minimum height of 8 feet.
- ii. Walls above this height must be clad and decorated on BOTH sides from 8 feet upwards by the Exhibitor who has them erected.
- iii. Such walls overlooking adjoining Booths must be finished in plain white colour only.
- iv. In the event that the Exhibitor fails to erect, clad and decorate such walls to Show Management's satisfaction, Show Management reserves the right to remedy such walls at the expense of the Exhibitor.
- v. The minimum height for dividing walls is 8 feet.
- vi. The maximum height for dividing walls of single-story Booth is 16 feet 6 inches.

### f) **2-Storey Exhibition Booths**

- i. Written application for permission to design 2-storey Booths must be made to Show Management not later than six (6) weeks prior to the Exhibition.
- ii. All such 2nd stories should be used for entertainment purposes only and not for Exhibition display purposes.
- iii. All 2-storey Booths must fully comply with the Landlord's and the Fire Marshall's regulations.

### g) **Occupation of Exhibition Space**

- i. All displays and exhibits must be completed by the Exhibition move-in completion date and time as specified in Clause 1.
- ii. There will be a penalty charge for Booths that are not completed by this time.
- iii. Show Management may, at the expense of the Participant, remove or alter anything in or forming part of any Exhibition Space, if, in their opinion, it is desirable to do so in the interests of the Exhibition.

h) **Electrical Installations:** all electrical installations must be carried out by the General Service Contractor appointed by the Exhibition Venue for the area in which the Exhibition Space is situated.



- i) **Use of an Exhibitor Appointed Contractor:** the Participant hereby agrees not to contract for, nor to use, any services in connection with its exhibit in the Exhibition Venue except such as shall be made available or approved by Show Management not less than thirty (30) days before the Exhibition commencement date.
- i. The Participant shall supply to Show Management the names of any persons or organizations other than those designated as Exhibitor Appointed Contractors, who are proposed for the performance of any service for the Participant.
- ii. Show Management will promptly notify the Participant of its approval or disapproval of such selections.
- iii. Use of any non-official service contractor is also subject to those designated contractors providing proof of insurance to Show Management thirty (30) days prior to the Exhibition commencement date. The insurance certificate should name IMEX America Ltd, Show Management, the General Service Contractor and Mandalay Corp., Mandalay Bay Resort & Casino, its parent company, subsidiaries and affiliates as additional insureds.
- iv. Exhibitor Appointed Contractors include installation and dismantling contractors, florists, photographers, furniture and carpet suppliers and any other supplier or contractor used by the Participant that is not the General Service Contractor.
- v. Certain services are supplied exclusively by contractors of the Exhibition Venue and Participants are required to use their service for: booth cleaning, electrical, internet, plumbing, rigging, telephones and video signal distribution.
- j) **Exhibition Space Cleaning:** it is the responsibility of the Participant to ensure that the Exhibition Space is kept clean and tidy during the period of the Exhibition. Basic Exhibition Space cleaning (vacuuming and emptying waste bins) will be carried out at no extra charge to the Participant. This does not apply to a 2nd story. Additional cleaning services can be booked via the Online Exhibitor Manual.
- k) **Fire Regulations and Safety:**
- i. All fabrics or other material used for decoration or display purposes shall be flameproof.
- ii. All Participants must fully comply with the Landlord's and the Authorities' regulations in respect of fire, health & safety and emergency access and exits.
- iii. Participants must comply with the specific additional fire safety restrictions which apply on partially covered and 2-storey Booths.
- iv. For further details please contact the IMEX Operations department by email on: [operations@imexexhibitions.com](mailto:operations@imexexhibitions.com)
- l) **Damage to the Exhibition Venue/Dismantle:** the Exhibition Space is to be returned by the Participant in the same condition as it was handed over.
- i. No nails, screws or other fixtures may be driven into any part of the Exhibition Venue including the floors and pillars.
- ii. In the case of any damage to the Exhibition Space or the halls (structure, floor, cables, ducts, etc.), it shall be repaired at the Participant's expense.
- iii. If the clearance of the Exhibition Space has not been undertaken in good time, Show Management may have it cleared and the goods put in storage at the expense of the Participant.
- iv. Show Management shall assume no liability for exhibits left behind.

## 19. ENTRANCE AND CONDUCT POLICIES

- a) **Entrance restrictions:** entrance to the Exhibition is limited to trade personnel only, and:
- i. No person under the age of eighteen (18) years can be admitted to the Exhibition either during move-in, Exhibition days or move-out.
- ii. This rule also applies to Participants' children and has to be rigidly enforced to comply with the safety regulations of the Exhibition.
- b) **Badges:** Show Management will issue official badges of admission and no other forms of entrance ticket will be valid, and:
- i. No Participant will be admitted to the Exhibition without an official badge issued to them by Show Management.
- ii. Badges are not transferable.
- iii. Show Management reserves the right, at their discretion, to withdraw any badge issued to any Participant for any justifiable reason in their opinion, for example, if complaints have been received concerning the Participant's conduct.
- c) **Conduct of Participants – Booth opening:** every Participant shall ensure that their Exhibition Space is open to view and staffed by competent representatives during Exhibition hours.
- i. If any Participant fails to open their Exhibition Space or uncover their exhibits, Show Management may do so or may arrange for the Exhibition Space and exhibits to be removed and the Participant shall be liable for any charges that may be incurred.
- ii. Show Management will not be liable for any losses, including, without limitation, consequential losses, sustained by the Participant as a result of this action.
- d) **Conduct of Participants – permitted activities:** Show Management reserves the right to stop any activity on the part of any Participant that may cause annoyance to other Participants or attendees.
- i. Business must be conducted only from the Participant's own Exhibition Space and under no circumstances may this be carried out from an aisle or elsewhere within the Exhibition.
- ii. Every Participant, and all persons for whom they may be responsible, must conduct themselves in an appropriate manner.
- iii. Any person failing to comply with this regulation may, at the discretion of Show Management, be removed from the Exhibition Venue and refused re-entry during the period of the Exhibition.

- iv. Participants are not permitted to organize functions or events for buyers during Exhibition opening hours that take place outside of the show floor.
- v. In all cases, during Exhibition opening hours, Participants should organize functions or events for buyers on their Exhibition Space, unless specific permission has been given, in writing, by Show Management.
- vi. All Participant promotional material and goods are limited to the designated Exhibition Space.
- vii. Participants are not allowed to carry out publicity activities outside the boundary of the Exhibition Space or in front of the Exhibition.
- viii. Acoustic presentations are permitted only if they are arranged in a way that other Participants are not disturbed by them, and attendees are not disturbed or hampered by them.
- ix. Show Management reserves the right to stop immediately any publicity / presentations that have not been approved and do not meet the standards of the Exhibition.
- x. In the event of complaints, Show Management reserves the right to suspend any entertainment formats for the remainder of the Exhibition.

**e) Conduct of Participants – prohibited activities:** Participants shall not:

- i. Display, produce, make use of or distribute any obscene material or behave in a manner which may cause offence to attendees, other Participants (and their employees, personnel and representatives) or Show Management (and its employees, personnel and representatives).
  - ii. Undertake any auctioning, pitching, raffles, tombola or pick-a-ticket activity at the Event without Show Management's written permission. If permission is granted, the Participant shall adhere to the requirements of applicable law.
  - iii. Distribute or display leaflets, posters or other promotional material outside the confines of the Booth Space without Show Management's prior written consent.
  - iv. Display or sell any product or service featuring any brand or logo belonging to Show Management without Show Management's prior written consent.
  - v. Undertake any unauthorised trading (that is, selling products or services or canvassing for orders otherwise than by the Participant at its own Exhibition Space in the normal course of its business), leafletting, bannering, photography for commercial gain or any other activity deemed inappropriate by Show Management.
  - vi. Display or sell any magazines, posters or other promotional material provided by or published by any commercial publisher without Show Management's prior written consent.
- f) If at any time before or during the Exhibition it appears to Show Management that the Participant may be engaged in activities which are contrary to the best interests of the Exhibition or which appear to be unethical or in breach of the Contract or the law, Show Management may, without incurring any liability to refund the Participation Fees, cancel the Participant's Exhibition Space allocation and refuse entry or require it (and its employees, personnel and representatives) to vacate the Exhibition Venue, as appropriate. Show Management will refuse the Participant the right to participate further in the Exhibition.

## **20. ELECTRICAL REQUIREMENTS, HAZARDOUS MATERIALS AND FIRE PRECAUTIONS**

**a) Official electrical contractor:** all exhibiting companies are obliged to work with the official electrical contractor appointed by the venue who will carry out all electrical installations and connections during the Exhibition, and if necessary, will provide additional lighting and power services to the Exhibition Space.

**b) Participant's own electrical equipment:** the Participant shall ensure that electrical equipment on the Exhibition Space complies with the Regulations for Electrical Equipment of Buildings approved by the Institute of Electrical Engineers and with any statutory or local regulations or requirements to which the Exhibition may be subject (the Regulations), and:

- i. Show Management shall not be responsible for the condition or compliance of the Participant's own electrical equipment to the Regulations and reserves the right to remove any such equipment that either Show Management or the Landlord considers not to comply or to be dangerous.
- ii. The Participant warrants that any equipment supplied by it shall be of satisfactory quality and shall indemnify Show Management for any actions, claims, losses (including without limitation consequential losses), damages, costs and expenses which may be brought against, suffered or incurred by it, as a result of a breach of this warranty.

**c) Explosives and dangerous and hazardous materials:** the Participant shall:

- i. conform to the statutory or local regulations or requirements applicable to explosives and dangerous and hazardous materials, combustible or otherwise
- ii. immediately remove any such materials or exhibits that do not so comply, at Show Management's request.
- iii. Ensure all flammable materials are effectively fireproofed or otherwise processed against fire in accordance with any statutory or local regulations or requirements to which the Exhibition may be subject.

**d) Safe access and storage:** the Participant shall:

- i. Keep clear of the floor and gangways all electrical wiring and cables
- ii. Not store any packing materials or empty boxes on or behind the Exhibition Space.
- iii. Keep fire points and exits clear at all times.
- iv. adhere to all fire and safety regulations which affect the Exhibition and shall ensure that its employees, personnel and representatives who are attending the Exhibition have familiarized themselves with them.

## C. Marketing and Promotion

### 21. MARKETING MATERIALS AND ACTIVITIES, LOGOS, LICENSES AND PERMITS

- a) **Exhibitor listings:** an online Exhibitor Directory and printed Exhibitor Listing will be published; Show Management do not accept any responsibility for any omissions, misquotations or other errors, which may occur in the compilation of these listings.
- b) **Media and press relations:** any activities conducted by the media whether arranged by the Participant or separately shall be conducted through Show Management's Press Office.
- c) **Photography and video materials:** Show Management plans to take photographs and video material at the Exhibition and:
- i. IAL plans to reproduce, display or distribute them in IMEX educational, news or promotional material, whether in print, electronic or other media, including the IMEX websites.
  - ii. All such photographs and video materials become the property of IAL.
  - iii. Show Management reserves the right to crop, splice, treat and edit any such imagery or photographs taken at the Exhibition.
  - iv. The Participant waives the right to inspect or approve the finished product, including written or electronic copy.
  - v. The Participant (including, where applicable, the Participant's agents or employees) waives all rights to royalties or other compensation arising or related to use of the name, photograph or biography
  - vi. Exhibition Space other than the Participant's own, or "IMEX America" / Exhibition-related articles may not be photographed, drawn, copied or reproduced without the written permission of Show Management.
- d) **Use of IMEX® and logos:** IMEX® is a registered trademark of REL, and:
- i. A limited non-exclusive license (which may be terminated at any time) to permit the use of IMEX logos and banners is provided, via the Exhibitor portal, solely for the purpose of enabling Participants to indicate their participation at the Exhibition.
  - ii. These logos and banners remain the property of REL and its affiliated companies, and no commercial use of any kind including (but not by way of limitation) the use on or by websites, smartphone or tablet applications, may be made using such IMEX logos and banners in any circumstance without the prior written consent of REL.
- e) **Use of Participant's logos**
- i. The Participant grants a limited licence to IAL to reproduce, use and display any Participant Intellectual Property Rights (IPR) solely for the purpose of promoting the Participant's attendance at the Exhibition.
  - ii. The Participant warrants that it has all the rights necessary to grant such use of the IPR for such purposes. Such IPR remain the property of the Participant and will not be used by IAL for any other use without prior written consent of the Participant.
  - iii. Notwithstanding anything to the contrary in this Clause 21, IAL's use of Participant's IPR as permitted in this Clause 21 shall not (a) focus solely or for a disproportionate amount of time (relative to the appearance of other participants' IPR or exhibition space) on Participant's own Exhibition Space or IPR or (b) use Participant's IPR in a manner to express or imply any endorsement by Participant of IAL or the Exhibition.
- f) **Licenses and permits**
- i. Each Participant is responsible for obtaining all necessary licences and permits to use live music, photographs or other copyrighted material in their Exhibition Space or display or uploaded to IAL's website.
  - ii. No Participant will be permitted to play, broadcast or have performed any live music or use any other copyrighted material, such as photographs or other artistic works, without the appropriate licence or permit to use such live music or copyrighted material.
  - iii. Show Management reserves the right to remove from the Exhibition Venue or IAL's website all or any part of any Exhibition Space, display or material which incorporates live music, imagery, photographs or other copyrighted or trademarked material and for which the Participant fails to produce proof that the Participant holds all required licences.