

# EXHIBITION RULES AND REGULATIONS

1. **EVENT MANAGEMENT:** The words 'Event Management' as used herein shall mean event management as previously specified in the contract, or its officer or Committees or Agents or Employees acting for it in the management of the Exhibition.

2. **ELIGIBLE EXHIBITS:** Exhibits will be limited to those companies or other entities offering materials, products or services or specific interest to registrants. Event Management reserves the right to determine the eligibility of any product floor display. Exhibiting manufacturers' representatives and/or distributors must list his participating principals as the exhibitors of record. Only the sign of the exhibitor whose name appears upon the face of this contract may be placed on the exhibit space or in the printed list of Exhibitors of the Exhibition. No exhibitors or advertising will be allowed to extend beyond the space allotted to the Exhibitor, or above the back and side rails. Event Management reserves the right to reject, eject, or prohibit any exhibit in whole or in part, or Exhibitor or his representatives upon the Event Management's good faith determination that the same is not in accordance with these rules and regulations. Event Management reserves the right to relocate a exhibit space at anytime. In such event the exhibitor will have no financial remedy with Event Management.

3. **LIMITATION OF LIABILITY:** The Exhibitor agrees to indemnify and hold harmless the Event Management, its subsidiaries, the sponsor, owner, exhibition hall facility, and city in which this Exhibition is being held and their officers, agents, and employees, against all claims, losses, suits, damages, judgements, expenses, costs and charges of every kind resulting from its occupancy of the space herein contracted for by reason of personal injuries, death, property damages, or any other cause sustained by any person or others. The Event Management will not be responsible for loss or damage to displays or goods belonging to exhibitors, whether resulting from fire, storms, acts of God, air conditioning or heating failure, theft, pilferage, mysterious disappearance, bomb threats or other causes. All such items are brought to the Exhibition and displayed at exhibitors own risk, and should be safeguarded at all times.

Event Management will provide the services of a reputable agency for perimeter protection during the period of installation, event and dismantling and Exhibitor agrees that the provision of such services constitutes adequate discharge of all obligations of the Event Management to supervise and protect Exhibitors' property within the Exhibition. Exhibitors may furnish additional guards at their own cost and expense, only with prior approval by Event Management.

The exhibitor agrees that Event Management shall not be responsible in the event of any errors or omission in the Exhibitors' official event directory and in any promotional material.

Exhibitor agrees to indemnify Event Management against and hold it harmless for any claims and for all damages, costs and expenses, including without limitation, attorneys' fees and amounts paid in settlement incurred in connection with such claims arising out of the acts or negligence of Exhibitor, his Agents, or Employees.

4. **DEFAULT IN OCCUPANCY:** If exhibition space is not occupied by the time set for completion of installation of displays, such space may be possessed by Event Management for such purposes as it may see fit.

5. **SUB-LEASING:** Exhibitor shall not sublet his space, or any part thereof, of the exhibition of anything not specified in the contract. Exhibitor may not exhibit, offer for sale, give as a premium, or advertise articles not manufactured or sold in his own name, except where such articles are required for the proper demonstration of operation of Exhibitor's display, in which case identification of such articles shall be limited to the regular nameplate, imprint, or other identification which in standard practice appears normally on them. Exhibitor may not permit in his exhibit space non-exhibiting Companies' Representatives. Rulings of the Event Management shall in all instances be final with regard to use of any exhibit space.

6. **DAMAGE TO PROPERTY:** Exhibitor is liable for any damage caused to building floors, walls or columns, or to standard exhibit space equipment, or to other Exhibitor's property. Exhibitor may not apply paint, lacquer, adhesives, or other coating to building columns and floors or to standard exhibit space equipment.

7. **OFFICIAL SERVICE CONTRACTOR:** To assure orderly and efficient installation, operation, and removal of the displays, and to minimize confusion by the presence or solicitation of unknown or unqualified firms, Event Management, has designated an official service contractor. In venues where permitted, Exhibitors may be free to use its own display house providing the outside contractor for set up and dismantle of the exhibit submits a request, in writing, to Event Management and includes a list of the names of all display company representatives working in the exhibit area along with the proof of liability insurance satisfactory to Event Management.

8. **SPECIAL SERVICES:** Electricity, gas, water, and other utilities, as well as other special services needed by individual Exhibitors, are provided only when the Exhibitor orders and agrees to pay for them specially from the persons authorized to supply such services in conformity with City, insurance and other requirements.

9. **EXHIBIT SPACE REPRESENTATIVES:** Exhibit space representatives shall be restricted to Exhibitor's Employees and their authorized Representatives. Exhibit space representatives shall wear badge identification furnished by Event Management at all times. Event Management may limit the number of exhibit space representatives at any time. All exhibit spaces must be staffed by the Exhibitor during all open event hours.

10. **ELECTRICAL SAFETY:** All wiring on displays or display fixtures must conform to the applicable standards established by various Governmental Agencies and standard fire inspection ordinances. All display wiring must exhibit the seal and/or such other seals of official approving agencies as may be required at the site of the Exhibition.

11. **SAFETY AND FIRE LAWS:** All applicable fire and safety laws and regulations must be strictly observed by the Exhibitor. Cloth decorations must be flameproof. Wiring must comply with local Fire Department and Underwriters' Rules. Smoking in exhibits is forbidden. Crowding will be restricted, aisles and fire exits must not be blocked by exhibits. No displays of paper, pine boughs, leafy decorations, trees, or tree branches are allowed. Acetone and most rayon drapes are not flameproof and may be prohibited. No storage behind exhibits is provided or permitted.

12. **DECORATION:** Event Management shall have full discretion and authority in the placing, arrangement and appearance of all items displayed by Exhibitor and may require the replacing, rearrangement or redecorating of any item or of any exhibit space, at the Exhibitors expense. Exhibitor must make certain that surfaces or dividers and back-walls are finished in such a manner as not to be unsightly or have logos or promotion facing Exhibitors in adjoining exhibit spaces. If such surfaces remain unfinished by the "must be set time" outlined in the service manual, Event Management shall authorize the official decorator to effect the necessary finishing at the Exhibitor's expense. Any displays on which set-up has not been started by the "must be set time" outlined in the exhibitor manual, Event Management reserves the right to have such displays installed at the Exhibitor's expense. Event Management will not allow any installation or moving of exhibit spaces or freight one-hour prior to the opening of the exhibit floor.

**Height and Floor Coverings:**

Exhibit spaces and/or displays must be built, erected within the height limits and guidelines set forth in the exhibitor manual. Any Exhibitor whose exhibit space exceeds the height limits and/or guidelines will be required at their own expense to alter the display to conform to the limits and guidelines.

All exhibit space floor areas must be covered with carpet or approved covering. In the event of non-compliance, Event Management reserves the right to have the display area covered with proper floor coverings at the Exhibitor's expense.

13. **SOUND LEVEL:** Mechanical or electrical devices which produce sound must be operated so as not to prove disturbing to other Exhibitors. Event Management reserves the right to determine the acceptable sound level in all such instances.

14. **PERFORMANCE OF MUSIC:** The Exhibitor acknowledges that any live or recorded performances of copyrighted music which occur in the Exhibitor's exhibit space must be licensed from the appropriate copyright owner or agent. The Exhibitor undertakes full responsibility for obtaining any necessary licenses and agrees to indemnify and hold harmless Event Management from any damages or expenses incurred by Event Management due to the Exhibitor's failure to obtain such licenses.

15. **LOTTERIES / CONTESTS:** The operation of games of chance, or lottery devices, or the actual or simulated pursuit of any recreation pastime is permitted only to the extent permitted by applicable law and on written approval from Event Management. Furthermore, any such activity shall remain within the constraints of the exhibit space only.

16. **PERSONNEL AND ATTIRE:** Event Management reserves the right to determine whether the character and/or attire of exhibit space personnel is acceptable and in keeping with the best interests of Exhibitors and the Exhibition. Further, Exhibitor expressly agrees that he and his personnel will not conduct official exhibitor functions in his private rooms during business hours of the Exhibition.

17. **EXHIBITOR CONDUCT:** Exhibitors wishing to conduct retail sales within their exhibit space are subject to rules set forth by Event Management and the facility. Exhibitors will be responsible for all applicable federal, state and local taxes. Subject to the foregoing, the distribution of samples, souvenirs, publications, etc., or other sales or sales promotion activities must be conducted by Exhibitor only from within his exhibit space. The distribution of any articles that interfere with the activities or obstructs access to neighboring exhibit spaces, or that impedes aisles, is prohibited. No article containing any product other than the product or materials made or processed or used by Exhibitor in his product or service may be distributed except by written permission of Event Management.

18. **OBSTRUCTION OF AISLES OR EXHIBIT SPACES:** Any demonstration of activity that results in obstruction of aisles or prevents ready access to nearby Exhibitors' exhibit spaces shall be suspended for any periods specified by Event Management.

19. **ADMISSION:** Admission is open to adults affiliated with the industry served by the Exhibition. No persons under 18 years of age will be admitted to the exhibit hall or conference sessions unless otherwise specified. Event Management shall have sole control over admission policies at all times.

20. **TERMINATION OF EXHIBITION:** In the event that the premises in which the Exhibition is or is to be conducted shall become, in the sole discretion of Event Management, unfit for occupancy, or in the event the holding of the Exhibition or the performance of Event Management under the contract (of which these Rules and Regulations are a part) are substantially or materially interfered with by virtue of any cause or causes not reasonably within the control of Event Management, said contract and/or the Exhibition (or any part thereof) may be terminated by Event Management. Event Management shall not be responsible for delays, damage, loss, increased costs or other unfavorable conditions arising by virtue of any cause or causes not reasonably within the control of Event Management. If Event Management terminates said contract and/or the Exhibition (or any part thereof) as aforesaid, then Event Management may retain such part of any Exhibitor's rental as shall be required to recompense it for expenses incurred up to the time such contingency shall have occurred, and there shall be no further liability on the part of either party. For purposes hereof, the phrase "cause or causes not reasonably within the control of Event Management" shall include, but not by way of limitation; fire; casualty; flood; epidemic; earthquake; explosion or accident; blockage embargo; inclement weather; governmental restraints; or orders of civil defense or military authorities; act of public enemy; riot or civil disturbance; strike, lockout, boycott or other labor disturbance; inability to secure sufficient labor; technical or other personnel failure; impairment or lack of adequate transportation facilities; inability to obtain condemnation, requisition or commandeering of necessary supplies or equipment; local, State or Federal laws, ordinances, rules orders, decrees or regulations whether legislative, executive or judicial, and whether constitutional or unconstitutional; or Act of God.

21. **RESOLUTION OF DISPUTES:** In the event of a dispute or disagreement between: Exhibitor and Official Contractor, or between Exhibitor and a Labor Union or Labor Union Representative; or between two or more Exhibitors, all interpretations of the rules governing the Exhibition, actions, or decisions concerning this dispute of disagreement by Event Management intended to resolve the dispute or disagreement shall be binding on Exhibitor.

22. **RECEIPT OF GOODS AND EXHIBITS:** All arriving goods and exhibits will be received at receiving areas designated by Event Management. All incoming goods and exhibits must be plainly marked and all charges prepaid.

23. **CARE AND REMOVAL OF EXHIBITS:** The Event Management will maintain the cleanliness of all aisles. Exhibitor must, at his own expense, keep exhibits clean and in good order. All exhibits must remain fully intact until the Exhibition has officially ended. Disturbing or tearing down an exhibit prior to the official closing hour of the Exhibition can result in a penalty and a refusal by Event Management to accept or process exhibit space applications for subsequent exhibition. Exhibits must be removed from the building by the time specified in the Exhibitor's Manual. In the event any Exhibitor fails to remove his exhibit in the allotted time, the Event Management reserves the right, at the Exhibitor's expense, to ship the exhibit through a carrier of Event Management's choosing or to place the same in a storage warehouse subject to the Exhibitor's disposition or make such other disposition of this property as it may deem desirable without any liability to the Event Management.

24. **PHOTOGRAPHY:** Before, after, or during event hours, no photography or videotaping will be permitted anywhere except by Event Management or the official event photographer. Only those professional photographers approved by Event Management will be allowed on the event floor. Any individual, whether exhibitor or attendee, is prohibited from taking photographs or electronic images of exhibit displays or their contents without the permission of the exhibitor involved. Violators will be escorted off the exhibit floor and will forfeit their credentials and/or film. Violators will not be allowed re-entry. Event Management reserves the right to use photographs taken at the event for promotional purposes.

25. **INSURANCE:** Exhibitor is advised to see that his regular company insurance includes extraterritorial coverage, and that he has his own theft, public liability, and property damage insurance.

26. **LOSSES:** Event Management shall bear no responsibility for damage to Exhibitor's property, or lost shipments either coming in or going out, nor for moving costs. Damage to inadequately packed property is Exhibitor's own responsibility. If exhibit fails to arrive, Exhibitor is nevertheless responsible for exhibit space cost. Exhibitor is advised to ensure against these risks.

27. **AMENDMENT TO RULES:** Any matters not specifically covered by the preceding rules shall be subject solely to the decision of Event Management. The Event Management shall have full point in the matter of interpretation amendment and enforcement of all said rules and regulations, and that any such amendments when made and brought to the notice of the said Exhibitor shall be and become part hereof as though duly incorporated herein and subject to each and every one of the terms and conditions therein set forth.

28. **DEFAULT:** If the Exhibitor defaults in any of its obligations under this contract or violates any of its obligations or covenants under this contract, including without limitation any Exhibition Rule or Regulation promulgated pursuant to the contract, the Event Management may, without notice, terminate this agreement and retain all moneys received on account as liquidated damages. The Event Management may thereupon direct the Exhibitor forthwith to remove its Employees, Agents or Servants, and all of its articles of merchandise and other personal property from the space contracted for and from the Exhibition Hall.

29. **AGREEMENT TO RULES:** Exhibitor, for himself or herself and his or her employees, and representatives, agrees to abide by the foregoing rules, rules and regulations set in the exhibitor service kit/manual, and by any amendments that may be put into effect by Event Management.

30. **CONTRACT ACCEPTANCE:** Deposit of your check does not constitute contract acceptance. This agreement shall not be binding until accepted by Event Management.

31. **FORUM SELECTION:** All disputes and matters arising under, in connection with or incident to this Agreement, shall be litigated, if at all, in and before a court in the State of [Illinois], to the exclusion of the courts of any other state or country.

32. **CHOICE OF LAW:** This Agreement shall be governed by and construed in accordance with the internal laws of the State of [Illinois] (regardless of such State's conflict of laws principles).

33. **PROMOTION:** Any promotion in the event city, at but not limited to, the convention center, hotels, airports, restaurants and bars must receive prior written approval from Event Management. Promotional replica items given in any way with actual fire protection or safety devices or actual fire protection or safety devices given to expo attendees shall be listed in accordance with the appropriate manufacturing standards and shall be in full working order.

34. **EXHIBITOR RESPONSIBILITY CLAUSE:** To the fullest extent permitted by law, the person/legal entity described as "Exhibitor" in this exhibitor contract (regardless whether such person/legal entity is also described as "Exhibitor" in this contract) hereby assumes full responsibility and agrees to indemnify, defend and hold harmless Hilton Anatole ("Hotel"), Hotel's owner Anatole Partners III LLC, Hilton Worldwide, Inc., and each of their respective owners, managers, subsidiaries, affiliates, employees and agents (collectively, "Hotel Parties"), as well as ROC Exhibitions, Inc. ("Group"), from and against any and all claims or expenses arising out of Exhibitor's use of the Hotel's exhibition premises. Exhibitor agrees to obtain and maintain during the use of the exhibition premises, Comprehensive General Liability insurance including contractual liability covering the Exhibitor's indemnity obligations in this clause. Such insurance shall be in the amount of not less than \$1,000,000 combined single limit for personal injury and property damage. The Hotel Parties and Group shall be named as additional insureds on such policy, and Exhibitor shall supply the Hotel with a Certificate of Insurance at least 30 days prior to the use of the exhibition premises. The Exhibitor understands that neither the Group nor the Hotel Parties maintain insurance covering the Exhibitor's property and it is the sole responsibility of the Exhibitor to obtain such insurance.