

# **PEW PEEPS EXPO**

## **Registrant Terms and Conditions**

By participating in the Event or any part of the Event, each individual (each, "Registrant") acknowledges that they have read, understood, and agree to be bound by these Terms of Service. As used herein, to "Register" shall mean registering for, attending, accessing, entering or viewing the Event or any part of the Event. If any Registrant does not agree to these Terms of Service, such Registrant should not participate in the Event. In the event a Registrant is a Minor (as defined herein), all uses of the term "Registrant" in these Terms of Service shall also be deemed to include such Minor's Guardian (as defined herein).

As used in these Terms of Service, "Management" shall be defined as Pew Peeps, a partner organization of Tiger Tora Consulting LLC and, to the extent applicable, any additional partner organizations which work with Pew Peeps to produce or manage the Event. The "Event" shall be defined as the Pew Peeps Expo 2023 managed by Management. The "Venue" shall be defined as each venue where any live component(s) of the Event are held. A Registrant's "Credentials" shall be defined as a valid individual identifier provided by Management which entitles a Registrant to participate in the Event in some way, whether such Credentials are a physical object (including, but not limited to, a badge, wristband, or other authorized means of entry), or an intangible object (including, but not limited to, a unique code, account, login, link, or other digital identifier).

At any time, Management may amend these Terms of Service without notice to the Registrant by posting the amended Terms of Service on the Event website. The continued participation in the Event by a Registrant shall constitute acceptance of any such amended Terms of Service.

### **Assumption of Risk and Release**

Registrant acknowledges that there are hazards and risks incidental to participating in the Event. By accepting Credentials and/or by participating in the Event, Registrant freely and voluntarily assumes any and all risks which are incidental to the Event, regardless of severity and regardless of whether or not caused by the negligence of Management, including, but not limited to, loss, property damage, injury or damage to persons and/or death. Further, Registrant acknowledges that there is an inherent risk of exposure to communicable disease, including, but not limited to, COVID-19, in any public place where people are present, and, by participating in the Event, Registrant freely and voluntarily assumes any and all risks related to such exposure. Registrant agrees to follow all health and safety instructions, guidelines, or standards issued by local, state, and federal governmental authorities, as well as any health and safety instructions, guidelines, or standards for the Event which may be posted on-site at the Venue, on the Event website, or as otherwise provided to Registrant by Management. In consideration for

participating in the Event, Registrant hereby releases and forever discharges Management, the Venue, the city in which the Venue is located (if the city owns the Venue), each of their parent, affiliated, and subsidiary companies, and each of their respective agents, employees, officers, directors, trustees, shareholders, contractors, sponsors, and any third parties acting on their behalf (collectively, the "Released Parties") from any and all claims, actions, damages, liabilities, costs or expenses (including attorney fees) which are related to, arise from or out of, or are in any way connected to Registrant's participation in the Event, whether or not such claims, actions, damages, liabilities, costs or expenses are caused by the negligence of the Released Parties or by the infringement or violation of any right. This release shall be effective and binding upon any heirs, agents, personal representatives or assigns of Registrant (and of the Guardian if Registrant is a Minor).

### **Incidentals to Participation**

Registrant acknowledges that they are solely responsible for any costs incurred in connection with any incidentals or expenses required to participate in the Event or use the Credentials, including, but not limited to, travel, accommodations, Internet connection, mobile access, and/or the use of any personal devices. Except as may be required by applicable law, Management will not be responsible or liable for any costs associated with participation in the Event, and all such costs shall be borne solely by the Registrant

### **Access to the Event**

Except as may be required by applicable law, Registrant is solely responsible for ensuring that Registrant is able to participate in the Event, including, but not limited to, any requirements that Management specifies or makes available on the Event website or at the Venue. Management is not responsible for any technical difficulties arising as a result of Registrant's use of their own technology in connection with the Event.

### **Personal Property**

Upon entry to any portions of the Event held in the Venue, all registrants, their bags and other personal property may be subject to screening or security checks. Management expressly reserves the right to prohibit any personal property from entry into the Venue.

All personal property brought to the Event is done so at the Registrant's own risk and the Registrant is responsible for safeguarding such property at all times. Registrant hereby acknowledges and agrees that Management is not responsible for, and shall have no liability resulting from, any loss or damage to any personal property belonging to Registrant, including, but not limited to, loss or damage resulting from fire, storms, acts of God, air conditioning or

heating failure, theft, pilferage, bomb threats, roof leaks, other attendees participating in the Event or other causes, to the extent consistent with applicable law.

No personal property may be left unattended while in or around the Venue. Management will handle unattended property however Management deems appropriate in its sole and absolute discretion. Any personal property which is left within the Venue upon the conclusion of the Event shall be considered abandoned and handled by Management accordingly.

### **Use of Credentials**

All Credentials are a revocable license to participate in the Event and Management reserves the right to revoke such license at any time in Management's sole reasonable discretion.

Credentials may only be used by the same individual Registrant for all days of the Event. If a Registrant is on-site at the Venue, the Registrant must carry their Credentials with them at all times.

### **Loss of Credentials**

Any Credentials which are purchased by, or otherwise made available to, Registrant must be protected and safeguarded at all times. Registrant hereby acknowledges and agrees that Management is not responsible for, and shall have no liability resulting from, any loss or damage to any Credentials.

### **Resale of Credentials**

Once purchased, Event Credentials are non-refundable and non-transferable and cannot be reproduced or resold. No resale of Credentials shall be permitted, except with the prior written approval from Management. Credentials are immediately rendered void if altered in any way. The unauthorized resale of Credentials (including, but not limited to, "scalping"), the attempted unauthorized resale of Credentials, the unauthorized assignment of Credentials, the creation of counterfeit Credentials, or the unauthorized transfer of any Credentials to a third party are strictly prohibited and constitute an immediate forfeiture of Registrant's Credentials without compensation from Management.

### **Removal from the Event**

Management expressly reserves its rights to deny admission or entry, to remove, ban, or eject a Registrant, or to revoke or terminate any Registrant's Credentials or access to any part of the Event, without refund, liability or compensation, as a result of: (1) failure to comply with these Terms of Service; (2) any illegal, unsafe, offensive or threatened behavior which Management could reasonably consider to be disruptive of the Event; or (3) circumstances which Management determines impact the safety, security, or order of the Event, each in Management's sole and absolute discretion. Any such determination by Management shall be final.

### **Proper Attire**

At all times in connection with the Event, Registrants will wear proper attire, including shoes and shirts. Management reserves the right to deny access or remove from the Event any registrant wearing inappropriate attire or attire that could detract from the Event overall, in Management's sole and absolute discretion.

### **Restrictions on Eligible Registrants**

If Event registration is not open to the general public, then the Event is deemed to be for industry professionals only. Please refer to the Event website for the full guidelines regarding the Event admissions policy. At any time, in its sole reasonable discretion, and except as otherwise prohibited by applicable law, Management may request that any Registrant provide documentation relating to verification of their identification, age, industry credentials or certifications, whether or not described in these Terms of Service. Management reserves the right to deny entry, ban, or remove any Registrant from further participation in the Event if such Registrant fails to provide the requested documentation or if such documentation is deemed insufficient by Management in its sole and absolute discretion.

### **Minors**

A "Minor" shall be defined as any individual who is under eighteen (18) years of age or has not reached the age of majority as defined by such individual's jurisdiction of residence. In order to participate in the Event all Minors who are six (6) years of age or older will need their own Credentials. In order to participate in the Event in any way, a Minor must obtain the permission of their parent or legal guardian (the "Guardian") prior to any participation, including, but not limited to, sending any information to Management, entering any sweepstakes or contests in connection with the Event, posting any information on the Event websites, or purchasing any Credentials or other goods or services related to the Event. The use of Credentials by a Minor or any participation in the Event by a Minor is a representation and confirmation that such Minor

has obtained the consent of their Guardian. Management recommends all Minors participate in the Event with their Guardian; provided however, that Minors under the age of thirteen (13) MUST participate in the Event with a Guardian, and if such Minor attends a live component of the Event they must be accompanied by a Guardian at all times in and around the Venue. NOTE: It is a Guardian's sole responsibility to check the suitability of the Event for any Minors in such Guardian's care, regardless of any official age restrictions which may be described in these Terms of Service.

## **Event Features**

The Event's operating hours, schedules, floor plans, exhibitors, vendors, guests, and speakers are subject to change or cancellation without notice to the Registrant. All Event Features (as defined herein) are subject to availability and access is not guaranteed for all Registrants. The "Event Features" shall be defined as any panels, special events, education sessions, classes, autographing sessions, photo ops, performances, screenings, webinars, networking events, or other activities held by Management as part of the Event. Access to certain Event Features may require an additional separately priced fee and/or will only be available to designated registrants or types of Credentials. To the extent an Event Feature occurs at a specific time and for a specific set of registrants, each authorized registrant will only be permitted access to such Event Feature during the specific time determined by Management. Management reserves all rights to deny entry, ban, or remove any unauthorized registrants from any such Event Feature. Registrant is solely responsible for participating in the Event in a timely manner and for observing any specific times or time limits provided to the Registrant by Management. In the event Registrant fails to participate in any part of the Event at a specific time and Registrant is subsequently unable to participate in such part of the Event, Management shall have no obligation to provide a full or partial refund. Management is not responsible for delays and/or wait times in connection with any Event Features or with the Event itself. Management may reasonably change the time of an Event Feature in order to accommodate unexpected events, other Event Features being delayed, or ending earlier than expected or later than expected.

## **Cancellation Policy**

Management reserves the right to cancel or postpone the Event, or any part of the Event, on limited or no notice in Management's sole discretion. In the event of a cancellation or postponement of the Event, Management shall not be responsible or liable for any costs, damages, fees, expenses or other compensation associated with the Event.

## **Intellectual Property Rights**

## A. Release of Likeness

For good and valuable consideration, and in exchange for the opportunity to participate in the Event, Registrant hereby authorizes, permits, and grants to Management, its parents, affiliates, sublicensees, designees, agents and assignees (including, without limitation, any sponsors, exhibitors or contractors to the Event), and each of their respective assignees, sublicensees and successors (collectively, the "Management Parties"), the royalty-free, absolute and irrevocable right and license to (i) record, photograph, and/or film the likeness, voice, appearance and/or image of such Registrant while participating in the Event (collectively, the "Likeness"); and (ii) publish, reproduce, portray, distribute and/or otherwise use the Likeness in all media formats (whether now known or hereafter existing), worldwide, solely in connection with the distribution, promotion and publicity of both the Event (including future editions thereof) and Management's general business, services or products.

## B. Release of Registrant Content

From time to time, certain parts of the Event may allow Registrants to submit, share, post, create, or otherwise distribute (collectively, "Distribute" or "Distributing") content, which may include, but is not limited to messages, text, sound, images, videos, data or other materials originating with Registrant (collectively, the "Registrant Content"). For good and valuable consideration, and in exchange for the opportunity to participate in the Event, Registrant acknowledges that by Distributing any Registrant Content as part of the Event, whether to Management directly, to the Management Parties, at the Venue generally, Registrant thereby authorizes, permits, and grants to the Management Parties a royalty-free, irrevocable, non-exclusive, sublicensable, assignable, unrestricted right and license to publish, reproduce, portray, modify, adapt, transmit, distribute, create derivative works from, and/or otherwise use the Registrant Content in all media formats (whether now known or hereafter existing), worldwide, solely in connection with the distribution, promotion and publicity of both the Event (including future editions thereof) and Management's general business, services or products. Please note that any Registrant Content is Distributed solely at Registrant's own risk. To the furthest extent permitted by applicable law, Registrant hereby agrees that Management shall not be liable for any unauthorized copying, use, disclosure or distribution of any Registrant Content by third parties and Registrant releases and forever waives any claims against Management for any such unauthorized copying or usage of the Registrant Content under any theory. To the fullest extent permitted by applicable law, Management reserves the right to remove, discard, screen or edit any Registrant Content at any time without notice to Registrant in Management's sole discretion and without any liability to Registrant whatsoever. While Management has no obligation to monitor any Registrant Content, Management reserves the right to do so and reserves the right to enforce the intellectual property rights of Management or of any third party.

## C. Representations and Warranties Regarding Intellectual Property

The "Likeness" and all "Registrant Content" shall collectively be defined as a Registrant's "Intellectual Property." With respect to such Intellectual Property, Registrant represents and warrants that:

- (i) Registrant is the creator and owner of any Intellectual Property hereunder, or otherwise has obtained the necessary rights and authority to grant the rights described herein;
- (ii) to the extent the Intellectual Property contains the Likeness, name, marks, and/or other biographical or identifying information of Registrant or of any third parties, Registrant consents (or has obtained the required consents and/or licenses from any third parties) to the use of such Intellectual Property by the Management Parties, solely as described in these Terms of Service;
- (iii) the Management Parties may exercise the rights granted herein to the Intellectual Property without any additional financial liability, including, but not limited to, any compensation, royalties, residuals, or fees to Registrant or any relevant third party. Any claims for additional payment for the Management Parties' use of the Intellectual Property (as described in these Terms of Service) in any media is expressly waived;
- (iv) Registrant shall have no ownership in any media created by Management which incorporates the Intellectual Property (provided that Registrant shall retain any ownership of any underlying Intellectual Property itself);
- (v) there shall be no expectation of any attribution to Registrant;
- (vi) the Management Parties may use the Intellectual Property in any manner or media without first notifying Registrant or any third party and Registrant hereby waives any right to inspect or approve any such use;
- (vii) in connection with Management's use of the Intellectual Property, Registrant releases each of the Management Parties from any claims, causes of action, damages or liabilities which Registrant may have in connection with the Intellectual Property, including, but not limited to, any moral rights or "droits moral" that Registrant may have;
- (viii) any digital Intellectual Property does not contain any viruses, adware, spyware, worms, bombs, or other harmful or malicious code;
- (ix) the Intellectual Property does not, and the use of the Intellectual Property by the Management Parties will not, (A) infringe, violate, or misappropriate any third-party rights or proprietary rights; or (B) defame or slander any other person or legal entity; and
- (x) the Intellectual Property will not violate any applicable laws or regulations.

Management reserves all rights and remedies against any registrants who breach or violate these representations and warranties. Management is not liable for any Intellectual Property or

for any loss or damage resulting therefrom and Management is under no obligation to store or return any Intellectual Property. While Management takes reasonable security measures in connection with the Event, Management does not guarantee the safety of any Intellectual Property and has no responsibility to do so.

#### D. No Recordings Permitted by Registrants

Registrant acknowledges that all media rights to the Event are explicitly reserved and retained by Management. As such, Registrant agrees not to record, to use any flash photography, or to make any live broadcasts or use any live streaming apps during any Event Features, unless the Registrant has first received express written permission from Management. No photographs and/or film/video footage of the Event may be provided to or sold to third parties without Management's prior written consent.

#### E. Acknowledgement

Registrant agrees and acknowledges they have read and understood this "Intellectual Property Rights" section and hereby expressly approves and consents to its terms, affirms their right and authority to agree to such terms, and waives all obligations and rights which such individual may have in connection therewith. For good and valuable consideration, for any Minor Registrants, the Guardian hereby guarantees that the Minor shall not at any time disaffirm the release of the Intellectual Property by reason of the Minor's minority or otherwise and hereby agrees to indemnify Management from any loss arising from any claims made by or on behalf of the Minors relating to this release.

### **Event Policies**

At all times in connection with the Event, Registrant is required to comply with and behave in accordance with (i) these Terms of Service; (ii) all applicable laws, ordinances, codes, regulations, standards and judicial or administrative orders; and (iii) any additional Event rules, regulations, codes of conduct, policies, or procedures which may be posted at the Venue or otherwise distributed to Registrants by Management and as may be updated from time to time by Management (collectively, the "Event Policies"). By participating in the Event, Registrant acknowledges and agrees that Registrant has read, agrees to comply with, and will behave in accordance with the Event Policies.

The Event Policies apply to EVERYONE participating in the Event in any manner whatsoever, including, but not limited to, all Registrants, Vendor Registrants, speakers, guests, professionals, media, staff members, workers, contractors, volunteers, security or any other attendees or registrants to the Event. Each Registrant to the Event is solely responsible for their own conduct while participating in the Event or any part of the Event. Guardians are solely responsible for the conduct of any Minors participating in the Event or any part of the Event. As



part of the Event Policies, each Registrant agrees that they will not, and will not directly or indirectly cause others to, do any of the following “Prohibited Activities” in connection with the Event:

(i) interfere with, damage, or engage in any act which disrupts the operation of the Event in any way, including but not limited to, obstructing aisles or entrances or exits, running, cutting in line, saving places in lines for others, jumping over barriers or guardrails, using foul language, screaming, yelling, encouraging disruptive behavior from others, disobeying any time limits, directions or prohibitions provided to Registrant by Management’s staff and/or moderators, or preventing any other registrant from participating in the Event by any means;

(ii) distribute, wear, transmit, upload, display or otherwise circulate any content which is inaccurate, unlawful, infringing, defamatory, obscene, pornographic, invasive of privacy or publicity rights, harassing, threatening, abusive, inflammatory, or otherwise objectionable to Management in Management’s sole discretion;

(iii) distribute printed or recorded materials of any kind unless prior written approval has been obtained from Management;

(iv) impersonate any other person or entity or perform any similar fraudulent activities;

(v) sell goods or services, display goods or services, make solicitations of any kind, or conduct any commercial activities without the prior written approval of Management;

(vi) harvest, collect, or attempt to collect the personal information, email addresses or other contact information of other registrants in the Event without the consent of such registrants;

(vii) defame, harass, abuse, threaten or defraud other registrants in the Event.

a. Please note that Management has a ZERO TOLERANCE POLICY for harassment of any kind. Please review our full Anti-Harassment Policy on the Event website;

(viii) circumvent, disable, damage, remove or otherwise interfere with the security, integrity, or proper conduct of the Event;

(ix) access any unauthorized part of the Event designated as only for Management use;

(x) access the Platform by means of any robot, spider, scraper, crawler or other automated means for any purpose;

(xi) Participate in the Event for any illegal purpose, or in violation of any applicable local, state, national, or international law or regulation, including, without limitation, laws governing intellectual property and other proprietary rights, data protection and privacy;

(xii) smoke within the Venue for a live Event, which includes, but is not limited to, cigarettes, vape pens, and marijuana;

(xiii) drink or possess alcohol within the Venue outside of the specifically designated areas. No one under the age of 21 may consume alcohol within or around the Venue;

(xiv) use, sell, possess, or distribute any illegal drugs or other illegal substances, including, but not limited to, any medication that has not been legally obtained, is not being used in its intended dosage or for its intended purpose;

(xv) assault, steal, fight, engage in or incite violence of any kind, including, but not limited to, verbal threats of violence; and

(xvi) possess and/or use any of the following prohibited items in connection with the Event:

- a firearm, ammunition, knife, or weapon of any kind;
- self-defense or restraining devices;
- fireworks or other explosive or flammable objects;
- glass containers;
- recreational devices such as drones, remote control toys, skateboards, scooters, inline skates or shoes with built-in wheels;
- strollers which are greater than 31” in width and 52” in length;
- folding chairs;
- selfie sticks;
- balloons.

### **Ownership of the Event**

The Event is owned and/or operated by Management. Unless otherwise indicated, any materials provided to Registrant in connection with the Event including, but not limited to, any images, videos, logos, advertisements, promotional copy, information, data, content, educational materials, trademarks, service marks, and other materials displayed or distributed in connection with the Event (but excluding any Registrant Content, as defined herein) (collectively, the “Materials”) are the property of Management, its affiliated companies or third-party licensors.

Each Registrant is granted a limited, non-sublicensable license (i.e. a personal and limited right) to Participate in the Event and utilize the Materials solely for Registrant’s personal use. Management may terminate this license at any time, without notice. Each Registrant agrees that nothing herein shall be deemed a grant of any intellectual property rights or other rights to use the Materials except as expressly provided by Management in writing. Any use of the Event or the Materials except as specifically authorized in these Terms of Service, without the prior written permission of Management, is strictly prohibited.

Registrant agrees that they have no expectation of privacy or confidentiality with respect to the Event (including, without limitation, any “private” interactions with other Event registrants and/or guests) and that participation in the Event shall at all times be subject to these Terms of Service and may be monitored by Management without notice.

## **Privacy**

By participating in the Event or by submitting information to Management in connection with the Event, Registrant agrees to the terms of Management’s Privacy Policy, which may be updated by Management at any time. The continued participation in the Event shall constitute a Registrant’s acceptance of any such updated Privacy Policy. All Registrants are expected to review the Privacy Policy carefully before participating in the Event and Registrant acknowledges that, in the event of a conflict or inconsistency between these Terms of Service and the Privacy Policy, the terms of the Privacy Policy shall prevail, govern and control.

In addition, Registrant authorizes and permits Management to share Registrant’s personal information, including, but not limited to, their contact information, with such affiliated entities, exhibitors, vendors, contractors, or third parties (i) with which Registrant authorizes in connection with the Event, including, but not limited to, scanning Credentials in connection with a live Event, accessing such third party’s content in connection with a digital Event, or utilizing any Digital Technologies (as defined herein); and/or (ii) which may offer products, services, and/or goods that may be of interest to Registrant. By use of a valid registration code, promotional code, discount code, coupon, or other code in connection with Registrant’s registration for the Event, Registrant thereby authorizes and permits Management to share Registrant’s personal information, including, but not limited to, their contact information, with such entities, exhibitors, vendors, contractors, or third parties associated with such code.

“Digital Technologies” are defined as the Platform; any distribution or technology platforms for any digital aspects to the Event; any on-site or web-enabled technologies, including, but not limited to, on-site Wi-Fi, on-site interactive kiosks, wearable beacon technology and/or RFID technology; and any mobile applications associated with the Event. The Event’s Digital Technologies are neither directed at nor intended for use by Minors under the age of thirteen (13). Management does not knowingly collect personal information from individuals under the age of thirteen (13), and if Management becomes aware that it has inadvertently done so, Management will promptly delete such personal information. All Minor Registrants are hereby instructed not to access, or Participate with in any way, the Digital Technologies unless done so with the express consent of these Terms of Service by their Guardian. Further, Minor Registrants under the age of thirteen (13) should only Participate in the Digital Technologies under the direct supervision of their Guardian, if such participation is permitted by Management in Management’s sole discretion.

## **Security**

Management reserves the right to modify, suspend, extend or terminate the Event, or any part thereof, or any Registrant's participation thereto if Management determines, in its sole and absolute discretion, that the Event or any part thereof has been, or is suspected to be, tampered with or disrupted due to causes beyond Management's control in a manner which may undermine or corrupt the security, integrity or feasibility of the Event or any portion thereof as contemplated herein. Although Management shall endeavor to ensure the security and integrity of the Event, in the event the Event or any part thereof is terminated or has any change in date, time, or location, for any reason beyond Management's control, Management shall not be liable to Registrant in any way and Management shall have no further financial obligations to Registrant.

Additionally, Management is not responsible for the actions of any other Event registrants in connection with the Event, including, but not limited to, any registrant's attempt to circumvent or otherwise interfere with the security, integrity, or proper conduct of the Event. Registrant's interactions with third parties, including, but not limited to, guests and other registrants in connection with the Event, are solely between Registrant and such third party. Registrant acknowledges and agrees that Management will not be responsible for any damages, losses, costs, expenses, or liabilities incurred as the result of such interactions with third parties. Management is also not responsible for any problems or technical malfunction of any network or lines, servers or providers, equipment or software which are beyond Management's control, including, but not limited to, any injury or damage to Registrant or Registrant's property resulting from participation in the Event.

## **Limitation of Liability**

REGISTRANT AGREES THAT PARTICIPATION IN AND TO THE EVENT, INCLUDING ANY SECURITY MEASURES USED BY MANAGEMENT TO PROTECT THE EVENT, ARE PROVIDED STRICTLY ON AN "AS-IS" BASIS. IN CONNECTION WITH THE EVENT, MANAGEMENT SPECIFICALLY AND EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES, GUARANTEES, CONDITIONS, ASSURANCES OR OTHER TERMS, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ANY WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE WITH RESPECT TO THE EVENT, AND ANY REPRESENTATIONS THAT THE EVENT OR THE SECURITY MEASURES FOR THE EVENT WILL BE FREE FROM DEFECTS, OPERATE OR BE FULFILLED WITHOUT ISSUE OR DELAYS, OR THAT THERE WILL BE NO CIRCUMVENTION OF THE EVENT OR ITS SECURITY MEASURES.

IF ANY APPLICABLE AUTHORITY HOLDS ANY PORTION OF THIS SECTION TO BE UNENFORCEABLE, THEN THE RELEASED PARTIES' LIABILITY WILL BE LIMITED TO THE FULLEST POSSIBLE EXTENT PERMITTED BY APPLICABLE LAW. WITHOUT LIMITING THE FOREGOING, UNDER NO CIRCUMSTANCES SHALL MANAGEMENT BE LIABLE FOR ANY CLAIM, LOSS, COST, EXPENSE, OR DAMAGE WHATSOEVER TO REGISTRANT IN AN AMOUNT EXCEEDING THE SUM OF THE FEES ACTUALLY PAID TO PARTICIPATE IN THE EVENT.

Vendor Registrant Addendum:

#### Qualifications of Vendor Registrant

Management, in its sole discretion, shall have the right to determine whether a prospective vendor registrant is eligible to participate in the Event. Applicants who have not previously exhibited at a prior event held by Management similar to that of the Event may be required to submit a description of the nature of their business and the items intended to be exhibited. Management reserves the right to restrict or remove any exhibit which Management, in its sole discretion, believes is objectionable or inappropriate. No adult materials (as defined pursuant to San Antonio's municipal code) may be displayed or sold. Regarding "Artist Alley" booth purchases, these booths will only be available for Vendor Registrants that produce original art; no commercially produced art or prints are allowed.

#### Acceptance of Booth Application (Is this necessary?)

Management's receipt of an executed Vendor Registrant Application and/or a payment does not constitute acceptance by Management. Management reserves the right to accept or reject a Vendor Registrant Application up until 45 business days after its receipt regardless of whether any payment has been made. Any payments made in connection with a rejected Vendor Registrant Application will be returned.

#### **Assignment of Space**

Exhibit space shall be assigned by Management in its sole discretion for the Event and for the Event Dates only. Unless agreed to by Management in writing, any such assignment does not imply that similar space will be assigned for future events held by Management. Management reserves the right to change the floor plan or to move a Vendor Registrant to another booth location prior to or during the Event if Management in its sole discretion determines that to do so is in the best interest of the Event.

#### **Payment**

In order to reserve Exhibition booth space, a non-refundable deposit in the amount identified in the "Payment Schedule" on the Vendor Registrant Application is required upon the return of the

Vendor Registrant Application to Management. Vendor Registrant shall pay all remaining booth registration fees in accordance with the Payment Schedule. All fees and related charges due, including additional fees, if any, for advertising insertions or payments by credit card, together with any late fees thereon, must be paid in full before Vendor Registrant shall be permitted to install its display at the Exhibition. The Vendor Registrant Application shall serve as Vendor Registrant's invoice for all amounts owed to Management should a separate invoice be delayed or not be issued. Failure by Vendor Registrant to pay all booth and other fees in full in a timely manner may be considered a withdrawal or cancellation by Management and may result in the Vendor Registrant being prohibited from participation in the Exhibition.

### **Cancellation by Vendor Registrant**

Vendor Registrants who cancel exhibit space by August 6, 2023 will be refunded total due. Vendor Registrants who cancel exhibit space between August 7, 2023 and September 6, 2023 will pay a cancellation fee of 50% of total due. There will be NO REFUNDS FOR CANCELLATIONS AFTER DECEMBER 7, 2023.

### **Cancellation by Management**

If Vendor Registrant fails to make a payment required by this contract in a timely manner, Management may terminate this contract immediately (and Vendor Registrant's participation in the Event) without further notice and without obligation to refund monies previously paid. Management reserves the right at its discretion to refuse Vendor Registrant permission to move in and set up an exhibit if Vendor Registrant is in arrears of any payment due. Management is expressly authorized (but has no obligation, expressed or implied) to occupy or dispose of any space vacated or made available by reason of action taken under this paragraph in such manner as it may deem best, and without releasing Vendor Registrant from any liability hereunder. Management may also terminate this contract effective upon written notice of termination if Vendor Registrant breaches any of its obligations under the contract without any obligations, expressed or implied, on Management's part to refund any payments previously made and without releasing Vendor Registrant from any liability arising as a result of or in connection with such breach. If Management removes or restricts an exhibit which Management considers to be objectionable or inappropriate, no refund will be due Vendor Registrant.

### **Cancellation of the Event**

If Management cancels the Event due to circumstances beyond the reasonable control of Management (such as acts of God, acts of war, governmental emergency, pandemic, labor strike or unavailability of the Exhibit Facility), Management shall refund to each Vendor Registrant its exhibit space rental payment previously paid, minus a share of costs and expenses incurred, in full satisfaction of Management's liabilities to Vendor Registrant. Management reserves the right to cancel, re-name or re-locate the Event or change the dates on which it is held. If Management changes the name of the Event, relocates the Event to another event facility within the same city or changes the dates for the Event to dates that are

not more than thirty (30) days earlier or thirty (30) days later than the dates on which the Event originally was scheduled to be held, no refund will be due to Vendor Registrant; provided however, Management shall assign use of such space to Vendor Registrant pursuant to the terms of this contract. If Management elects to cancel the Event other than for reasons previously described in this paragraph, Management shall refund to each Vendor Registrant its entire exhibit space rental payment previously paid, in full satisfaction of any and all liabilities on the part of the Manager to Vendor Registrant.

### **Exhibit Space Occupancy**

Hours and dates for installing, occupying and dismantling exhibits shall be those expressly specified by Management. If Vendor Registrant fails to install its display in its assigned space by one hour before show opens or leaves its space unattended during the Exhibit hours, Management shall have the right to take possession of the space and no refund will be due to Vendor Registrant. All exhibits must be open for business during the Event hours. Vendor Registrant may not dismantle the display until the Event is officially closed by Management. Vendor Registrants may not assign their display space to third parties.

### **Listings and Promotional Materials**

By Vendor Registrant's participation in the Event, Vendor Registrant expressly grants to Management a fully paid, perpetual non-exclusive license to use, display and reproduce the name, trade names and product names of Vendor Registrant in any directory (print, electronic or other media) listing the exhibiting companies at the Event and to use such names in Management promotional materials. Management shall not be liable for any errors in any listing or descriptions or for omitting any Vendor Registrant from the directory or other lists or materials. Vendor Registrant agrees that Management may also take photographs of Vendor Registrant's booth space, exhibit and personnel during, before or after the open hours of the Event and use such photographs for any Management promotional purpose.

### **Care of Exhibit Facility**

Vendor Registrant shall promptly pay for any and all damages to the Exhibit Facility or associated facilities, booth equipment or the property of others caused by Vendor Registrant.

### **Taxes and Licenses**

Vendor Registrant shall obtain any licenses, permits or approvals under federal, state or local law applicable to its activities at the Event at its sole expense. Vendor Registrant shall obtain any necessary tax identification numbers and permits and for paying all taxes, license fees, use fees, or other fees, charges, levies or penalties that become due to any governmental authority in connection with its activities at the Event. Texas law REQUIRES a sales and use tax permit that can be obtained through the Texas Comptroller's Office. Contact number for the Comptroller of Public Accounts San Antonio Enforcement office is 210-342-2300.

### **Copyrighted Materials**

Vendor Registrants shall not sell, play, permit the playing or performance of, or distribute any copyrighted material at the Event unless it has obtained all necessary rights and paid all required royalties, fees or other payments.

### **Observance of Laws**

Vendor Registrant shall abide by and observe all federal, state and local laws, codes, ordinances, rules and regulations, and all rules and regulations of the Exhibit Facility (including without limitation any union labor work rules). Without limiting the generality of the foregoing, Vendor Registrant shall construct its exhibits to comply with the Americans with Disabilities Act.

### **Additional Terms and Conditions**

Management has sole control over attendance policies. Except as provided to the contrary in this contract; all monies paid by Vendor Registrant shall be deemed fully earned and non-refundable at the time of payment. Vendor Registrant shall conduct itself at all times in accordance with normal standards of decorum and good taste. In addition to its right to close an exhibit and withdraw acceptance of the contract, Management in its sole judgment may refuse to consider for participation in future events held by Management any Vendor Registrant who violates or fails to abide by the contract and any of the accompanying rules and regulations. Any amendment or modification to this contract must be in writing and signed by an authorized representative of Management. Vendor Registrant may not assign this contract or any right hereunder nor may Vendor Registrant sublet or license all or any portion of its exhibit space without the prior written consent of Management.

### **Incorporation of Rules and Regulations**

Any and all matters pertaining to the Event and not specifically covered by the terms and conditions of this contract shall be subject to determination by Management in its sole discretion. Management may adopt rules or regulations from time to time governing such matters and may amend or revoke them at any time, upon reasonable notice to the Vendor Registrant. Any such rules and regulations are an integral part of this contract and are incorporated herein by reference and shall have the full force and effect as if such rules and regulations are fully set forth herein. Vendor Registrant shall observe and abide by additional regulations made by Management as soon as these additional rules or regulations are communicated to Vendor Registrant.

### **Character of Displays: Use of Aisles and Common Areas**

Distribution of samples and printed matter of any kind, and any promotional material is restricted to the exhibit booth. All exhibits shall display products or services in a tasteful manner as



determined in Management's sole discretion. The aisles, passageways and overhead spaces remain strictly under control of Management and no signs, decorations, banners, advertising material or special exhibits will be permitted in any of these spaces except by written permission of Management. Uniformed attendants, models and other employees must remain within the booths occupied by their employers. Any and all advertising distribution must be made from Vendor Registrant only from within his or her booth. Equipment must be arranged so that show visitors do not stand in the aisle while examining equipment or watching demonstrations. Strolling entertainment or moving advertisements outside of a Vendor Registrant's exhibit space is prohibited.

### **Sound Advertisements**

The use of devices for mechanical reproduction of sound or music is permitted, but must be controlled. Sound of any kind must not be projected outside of the exhibit booth. Vendor Registrants are specifically prohibited from employing any carnival-type attraction, animal or human, or from operating such noise-creating devices as bells, horns or megaphones, unless otherwise given explicit permission by Management. Management reserves the right to determine sound interference with others and Vendor Registrant shall comply with any request by Management to discontinue any such sound or music.

### **Fire and Safety Laws**

Federal, state and city laws must be strictly observed. A full listing of these laws can be provided by the Henry B. Gonzalez Convention Center. Enforcement of these laws may occur at the discretion of Management, the Fire Marshal, San Antonio Police Department, and/or any state or federally approved entity. Safety concerns regarding displays must be addressed prior to attendee presence.

### **Rights of Offset; Enforcement**

In the event Vendor Registrant is indebted to Management, whether or not such indebtedness arises from this or any other agreement, Management shall have the right in its discretion, to apply any refunds of exhibit booth fees properly due Vendor to such other indebtedness in the event legal action is filed by Management to enforce the terms and provisions of the agreement, the prevailing party in such action shall be entitled to reimbursement of court costs and reasonable legal fees.

### **VENDOR REGISTRANT LIMITED LIABILITY**

UNDER NO CIRCUMSTANCES SHALL MANAGEMENT OR THE VENUE BE LIABLE FOR ANY LOST PROFITS OR ANY INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES WHATSOEVER FOR ANY OF THE ACTS OR OMISSIONS WHETHER OR NOT APPRISED OF THE POSSIBILITY OF ANY SUCH LOST PROFITS OR DAMAGES. IN NO EVENT SHALL MANagements MAXIMUM LIABILITY UNDER ANY

CIRCUMSTANCE EXCEED THE AMOUNT ACTUALLY PAID TO MANAGEMENT BY REGISTRANT VENDORS FOR VENUE SPACE RENTAL PURSUANT TO THIS CONTRACT. Management makes no representations or warranties, express or implied, regarding the number of persons who will attend the Event or regarding any other matters.

### **Acknowledgment of Terms of Service**

By participating in the Event, Registrant acknowledges and agrees that Registrant has read, and agrees to comply with, the Terms of Service stated herein and agrees that these terms shall be construed by and governed in accordance with the laws of the State of Texas and that, with respect to any dispute arising out of these terms, the sole and exclusive jurisdiction and venue shall lie with the state and federal courts located in the County of Texas, State of Texas. Except where prohibited by applicable, Registrant acknowledges and agrees that any and all disputes, claims, and causes of action arising out of or connected with these Terms of Service or with the Event shall be resolved individually, without resort to any form of class action. For the avoidance of doubt, registration for the Event, participation in the Event, and/or the purchase or use of Credentials shall be considered acknowledgement of, and agreement to, these Terms of Service.

If there is a fee to obtain the Credentials, Registrant authorizes Management, or its designees, to charge the amount specified above to the designated credit card.

### **Authority**

Management shall have sole authority over all aspects of the planning, promotion, production and operation of the Event, including without limitation, determining the Venue or the Platform, scheduling, rescheduling, and if, when and for how long the Event will occur.

### **Reservation of Rights; No Waiver**

Management reserves all rights not expressly disclaimed in these Terms of Service. Management reserves the right to take any action that is reasonably necessary in the sole judgment of Management for the protection of the Event and/or the registrants. Neither the failure of Management to require strict compliance with any provision of these Terms of Service nor the failure, delay or omission by Management in exercising any right with respect to any provision of these Terms of Service will be construed as a waiver or relinquishment to any extent of Management's right to assert or rely upon any such provision or right in that or any other instance.

## **Survival**

Any provision of these Terms of Service which imposes an obligation on a Registrant after the Event concludes shall be deemed to survive the conclusion of the Event.

## **Severability**

If any provision of these Terms of Service is judged to be invalid or unenforceable, the defective provision shall first be revised, limited or amended, consistent with the general intent of the provision, such that it is valid and enforceable, and the remaining provisions of these Terms of Service shall be unaffected and shall remain enforceable.

## **Headings**

The section headings in these Terms of Service are for reference purposes only and shall not in any way affect the meaning or interpretations of these Terms of Service.

## **Integration; Non-Reliance; Remedies Cumulative**

These Terms of Service, including the terms incorporated by reference herein, constitute a legal, valid, and binding obligation, enforceable in accordance with its terms. Registrant acknowledges that in agreeing to these Terms of Service he or she has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in these Terms of Service. The rights and remedies provided by these Terms of Service are cumulative and use of any one right or remedy by either Registrant or Management shall not preclude or waive the right to use any or all other rights or remedies. Such rights and remedies are given in addition to any other rights or remedies Registrant and Management may have by law, statute, ordinance, or otherwise.

## **Health & Safety Acknowledgement**

Please ensure that you have reviewed any advisories or restrictions that may be in place for travel to the United States and for travel to the city and state of the Event.

Please be advised that a risk of exposure to COVID-19 exists in any event or public space, including the Event. Prior to registering for and attending the Event, please ensure you have read the latest CDC Guidelines for Prevention. By attending the Event, you acknowledge this

inherent risk on behalf of yourself and/or any Minor attending the Event for which you serve as Guardian (collectively, “You”) and, as a condition of entering the Event, You acknowledge, understand and confirm each of the following in accordance with applicable health guidelines:

- that You will abide by all terms of admission and participation (as may be updated from time to time), all Event health-and-safety requirements as made available on the Event website, all local public health regulations and guidance from the relevant city and/or state which are in effect at the time of entry, and, where applicable, providing proof of compliance with any entry requirements;
- that You are not currently experiencing any of the following symptoms of COVID-19, as identified at CDC.gov, including, but not limited to:
  - o Fever or chills
  - o Cough
  - o Shortness of breath or difficulty breathing
  - o Fatigue
  - o Muscle or body aches
  - o Headache
  - o New loss of taste or smell
  - o Sore throat
  - o Congestion or runny nose
  - o Nausea or vomiting
  - o Diarrhea
- that prior to attending the Event You have not been in contact with someone with confirmed or suspected COVID19 symptoms without completing a CDC recommended quarantine; and
- that You are not under any self-quarantine or isolation orders or subject to any CDC self-quarantine or isolation protocol.

For purposes of this acknowledgement, a “Minor” means any individual who is under six (6) years of age or has not reached the age of majority as defined by such individual’s jurisdiction of residence, and a “Guardian” means such Minor’s parent or legal guardian or other individual attending the Event who is over the age of eighteen (18) and acting in loco parentis for such Minor. Please see the Event’s terms of participation to confirm the age requirements for entry.

Please do not enter the Event or the Venue if You cannot confirm all of the above criteria. If at any point during Your time at the Event You do not meet all of the above criteria, You will be required to isolate and may be relocated or asked to leave the Venue at the sole discretion of Management.

Please note: The guidelines in this document are based on information currently available regarding the behavior and characteristics of the COVID-19 virus, public health information and local or state guidelines with respect to large gatherings. As more clarity with respect to these variables emerges, it is expected that these guidelines may need to be adjusted accordingly.