

2023 EXHIBIT SPACE CONTRACT TERMS AND CONDITIONS

You have applied for exhibit space at the Fair at the 2023 Chicago Toy & Game Fair. In doing so, you have read, understood and accepted the terms and conditions attached to the already signed and submitted Exhibit Space Application, the same of which are listed below.

SHOW RULES: IAEE (International Association of Exhibits and Events) show rules govern all displays at the Fair at The Chicago Toy & Game Week and regulate booth/display/exhibit height, set back, signage, exhibitor activity, etc. A complete set of show rules is included in the Exhibitor Service Manual.

FACILITY AND SHOW DECORATOR RULES: Exhibitor shall strictly comply with all conditions imposed by the Facility (Donald E. Stephens Rosemont Convention Center) in its contract with Show Management and with the rules and regulations of the Facility. Exhibitor shall strictly comply with all conditions imposed by the Show Decorator in its contract with Show Management and with the rules and regulations of the Decorator.

LAWS APPLICABLE: The laws of the State of Illinois shall govern this contract. Compliance with all such laws is mandatory for all Exhibitors and the sole responsibility is that of the Exhibitor.

EXHIBITOR PARTICIPATION: Only exhibiting companies may host functions, display or promote products, distribute literature, or give away any item, during the Fair.

EXHIBITOR BADGES: are for booth personnel and are designated for those individuals representing the Exhibitor's company at the Fair. Exhibitor badges will reflect the name of the company shown on the application for exhibit space. Each company will receive four (4) exhibit badges per 10' by 10' space. Representatives holding badges are allowed access to the exhibit hall during all Fair hours plus one hour before and one hour after Fair hours. Badges are not transferable and will be confiscated if worn by other than the representative to whom issued.

ELIGIBLE EXHIBITS: This exhibition is held to demonstrate games and toys to the attending public, media and trade. Show Management shall determine the appropriateness of any company, product or service. Show Management may refuse rental of exhibit space to any company whose display of goods or services is not compatible, in the sole opinion of Show Management, with the character and objectives of the FAIR. In the event this application is not accepted, any paid space rental fees or deposits will be returned.

RETAIL SALES: Exhibitors are responsible for any and all City, County, State, and Federal sales tax incurred by their activity during the Fair.

DISTRIBUTION OF PRINTED MATTER: Circulars or advertising matter of any description may be used or distributed only within the booth assigned to the Exhibitor presenting such material. Only literature published or approved by Show Management may be distributed at the registration desk, in the registration area, in the meeting rooms, in the exhibition areas or in transportation under lease to Show Management.

OBJECTIONABLE PRACTICES AND DISPLAYS: Use of noisemakers, huckster-type promotions and presentations, or anything which may be judged not in good taste, lacking in dignity or not in keeping with the purpose of the Chicago Toy & Game Fair is prohibited. Exhibitors and their personnel agree to abide by the decision of Show Management.

MEDIA LICENSING: Exhibitor represents and warrants that it shall not violate any copyright, trademark, or other similar intellectual property laws and that it shall comply with all copyright restrictions including, but not limited to, any license Show Management may obtain or any other laws and restrictions with respect to the use or performance of music or other multimedia displays.

BOOTH DESCRIPTION: Standard Booths include a 7" by 44" company sign; 8' back drape and 3' side drape, in show colors. 8' back drape only is included for Peninsula Booths (aisles on all three sides, two corners); no draping is included for Island Booths (aisles on all four sides, four corners), but can be ordered from the Show Decorator, at Exhibitor cost.

CARPETING: All booths require carpeting or other approved floor covering, such as foam squares. Exhibitor is responsible for the cost of floor covering. Floor coverings can be rented from the Show Decorator using the online ordering website.

DISABILITY PROVISIONS: Exhibitor represents and warrants (i) that its exhibit will be accessible to the full extent required by law; (ii) that its exhibit will comply with the Americans with Disabilities Act ("ADA") and with any regulations implemented by the ADA; and (iii) that it shall indemnify and hold Show Management harmless from and against any and all claims and expenses, including attorneys' fees and litigation expenses, that may be incurred by or asserted against Show Management, its officers, directors, agents or employees on the basis of the exhibitor's breach of this paragraph or non-compliance with any of the provisions of the ADA.

FIRE SAFETY: All construction material must conform to standard safety practices. All display materials, including table, back drapes, textile, paper displays and decorations, must be fire resistant or flame proof. No combustible decorations may be used at any time. All packaging containers and materials are to be removed from the floor and may not be stored under tables or behind displays. All aisles, corridors, exit areas and stairways must be maintained at their required width at all times that the exhibition is open. No obstructions will be allowed to protrude into the aisles. Each Exhibitor is charged with knowledge of all laws, ordinances and regulations pertaining to health, fire prevention and public safety while participating in this exhibition.

SECURITY: Although security service will be furnished, neither Show Management, the security contractor, nor the Facility can or will be responsible for damage to, loss, or theft of property belonging to any Exhibitor, their agents, employees, business invitees, visitors or guests. Exhibitors are to carry their own insurance.

INSTALLATION AND DISMANTLEMENT LABOR: Exhibitors may be responsible for certain labor costs related to installation and dismantlement of their own booth/display/exhibit. Exhibitor agrees to comply with assigned move in and installation days and hours to be specified in the online Exhibitor Service Manual. Booths/Displays/Exhibits may not be removed from the exhibit hall until the official closing of the Fair. Details will be included in the online Exhibitor Service Manual.

FURNISHINGS/PRODUCT CARRY-IN/OUT ACTIVITIES: Exhibitors may carry or move items using any non-motorized cart. If use of the Facility dock is necessary, Exhibitors may be subject to Official Contractor charges for unloading and moving furnishings to their space. Cost details will be included in the online Exhibitor Service Manual. No other furniture rental companies are permitted on the exhibit floor.

TRANSPORTATION AND PARKING: Exhibitors are responsible for all costs associated with transportation and parking.

EXHIBITOR INSURANCE, LIABILITY, DAMAGE TO PROPERTY: The Exhibitor agrees to indemnify, defend and hold harmless Chicago Toy & Game Group, Inc. (CHITAG), People of Play (POP), its agents and contractors, the Convention Center, and the host city of Chicago Toy & Game Fair and its associated events from all losses arising from (a) any violation of any law, regulation or ordinance by the Exhibitor, its employees or agents, (b) any failure by the Exhibitor to comply strictly with these Terms and any applicable agreement between CHITAG/POP and the Convention Center regarding the exhibition premises which has been provided to Exhibitor, (c) use of any portion of the Convention Center by the Exhibitor, its employees, and/or agents, (d) the gross negligence, willful misconduct or fraud of the Exhibitor, its contractors, subcontractors, employees, and/or agents, and (e) personal injury or property damage caused by the Exhibitor, its employees and/or agents, except to the extent that such loss or damage is caused by the sole negligence or intentional acts of CHITAG/POP, the Convention Center, the host city of Chicago Toy & Game Fair and its associated events and activations.

THE MAXIMUM LIABILITY OF CHITAG/POP AND THE CONVENTION CENTER FOR ANY REASON SHALL BE LIMITED TO THE AMOUNT OF EXHIBIT SPACE RENTAL FEES PAID BY EXHIBITOR FOR THIS YEAR'S EXHIBIT. IN NO EVENT SHALL CHITAG/POP BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, PUNITIVE, OR INCIDENTAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXHIBITOR IS SOLELY RESPONSIBLE FOR THE SECURITY OF ITS PROPERTY AND THE PROPERTY OF OTHERS UNDER ITS CONTROL. CHITAG/POP MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, REGARDING THE CONVENTION OR THE EXHIBIT SPACE PROVIDED THEREIN, INCLUDING, WITHOUT LIMITATION, WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

FINANCIAL TERMS AND CONDITIONS: Booth space must be paid in full no later than October 1, 2023. Booth space not paid in full by October 1, 2023 may be reassigned at the discretion of Show Management. Payments sent to Show Management for booth space will first be applied to any outstanding balances owed to Show Management for previous activities or any other amount owed to Show Management. No Exhibitor will be permitted to move on to the exhibit floor if the company has an outstanding balance due. There will be a \$100.00 service charge for any returned check.

NOTIFICATION OF INTENT TO CANCEL, REDUCE, OR CONSOLIDATE EXHIBIT SPACE OR SHOW

PRESENCE: All intentions to cancel, reduce, or consolidate show presence must be submitted in writing, signed by an officer of the exhibiting company, to Show Management. The following penalty details apply.

BOOTH SPACE CANCELLATIONS RECEIVED: Prior to September 1, 2023 - payments received to date will be refunded, minus a \$250 administrative fee. September 1, 2023 to October 15, 2023 - payments received to date will be refunded, minus 50% of the booth space rental cost. On or after October 15, 2023 - there will be no refunds. Exhibitors canceling their entire booth space will: lose all Exhibitor priority points; may not advertise in any Fair related publications; and forfeit any sponsorship agreements in place, without refund.

BOOTH SPACE SIZE REDUCTIONS RECEIVED: Prior to September 1, 2023 - will be penalized 50% of the cost of the total booth space released. On or after October 15, 2023 - will be penalized 100% of the cost of the total booth space released. Booth size reductions may result in a change in booth location.

CONSOLIDATIONS: Exhibitors that consolidate multiple booths will be charged a 25% fee on any funds transferred from one reserved booth to another booth. Show Management may terminate this contract immediately; withhold from the Exhibitor possession of the exhibit space and all related exhibitor benefits; and retain all space rental fees paid if: (a) the Exhibitor fails to pay all fees owed to Show Management prior to November 1, 2023, or (b) the Exhibitor fails to comply with or perform any material terms or conditions of the contract or refuses to abide by these Terms and Conditions.

SUBLETTING: Exhibitors may not assign, sublet or share their exhibit space with another business or firm unless approval has been obtained in writing from Show Management. Exhibitors must show goods or services manufactured or dealt in by them in the regular course of business. Should an article of a non-exhibiting firm be required for operation or demonstration in an exhibitor's display, identification of such article shall be limited to the usual and regular nameplates, imprint or trademark under which same is sold in the general course of business.

FORCE MAJEURE: In the event that the performance by Show Management or the Facility or any part of the exhibit area thereof is unavailable whether for the entire event, or a portion of the event, as a result of fire, flood, tempest, inclement weather, or other such cause or as a result of governmental intervention, malicious damage, acts of God, war, strike, lock-out, labor dispute, riot, curtailment of transportation, or other cause or agency over which Show Management has no control, or should Show Management decide that because of any such cause that it is necessary to cancel, postpone or re-site the event, or reduce the move-in and installation time, show time or move-out time, Show Management shall not be liable to refund, indemnify, or reimburse the Exhibitor in respect of any fees paid, damage or loss, direct or indirect, arising as a result thereof.

AMENDMENTS: Any and all matters not specifically covered herein and in the online Exhibitor Service Manual are subject to the decision of Show Management. Show Management shall have the full power to interpret, amend and enforce these Contract Terms and Conditions, provided any amendments, when made, are brought to the notice of Exhibitors. Each Exhibitor, for itself and its personnel, agrees to abide by the foregoing Contract Terms and Conditions and by any amendments or additions thereto in conformance with the preceding sentence.

COMPLAINTS: Complaints of any violation of the Contract Terms and Conditions are to be made promptly to Show Management and its representatives. Exhibitors and their personnel agree to abide by the decision of Show Management.

TABLE SPACE RULES ADDENDUM: Table space is available only to first-time exhibitors with a single product to display. Table spaces are subject to the standard show rules, as listed above. Below are additional specific table space rules.

TABLE SPACE INCLUSIONS: Table spaces are generally established in groups of 5 within a 10' by 20' space. These spaces include a 2'(W) x 6'(L) x 30"(H) table for each exhibitor, 8' back drape, area carpeting, and a 7" by 44" company sign for each table.

TABLE SPACE STAFFING: Table spaces are for use by no more than two Exhibitor representatives. Exhibitors wishing to staff their table with additional people should purchase additional table space or purchase a standard booth.

TABLE SPACE BADGES: Each table space will receive two (2) exhibitor badges.

TABLE SPACE SIGNAGE AND DISPLAYS: Table spaces are subject to more display restrictions than standard booths. Table space Exhibitors may not:

Hang anything off the back drape or the drape pipes. A pull up banner up to 3' x 7' is permitted.

Stand any product, display or sign on the table over 36 in.

POSTPONEMENT OR CANCELLATION OF SHOW: If the exhibition is postponed for any reason, then, in its discretion, Management will have a period of 90 days from the postponement date to reschedule and reproduce the exhibition. If the Exhibition is rescheduled and reproduced within this period, then all aspects of this Contract will remain intact, and Exhibitor will reschedule its exhibit to participate in the rescheduled Exhibition. If the Exhibition is canceled or terminated for any reason, then Management may terminate this Contract without Cause and Exhibitor waives all claims the Exhibitor might have against Management for damages and expenses and will accept in complete satisfaction and discharge of all claims against Management a refund of all amounts paid by the Exhibitor to Management in accordance with this Contract.

MISCELLANEOUS: Exhibitor, for the services provided hereunder, waives and releases management, its employees, agents, officers, and directors, with respect to all matters for which Management has disclaimed liability pursuant to this Contract. Exhibitor has read and understood this Contract and the Exhibitor's Manual, understood them and agrees to be bound by their terms, and further agrees it is a complete and exclusive agreement between the parties with respect to its subject matter. The invalidity or unenforceability of any provision hereof will not affect, modify or impair the validity and enforceability of all other provisions herein.