

RULES, REGULATIONS AND SERVICES

Read Carefully — Avoid Misunderstandings

(Note: The abbreviation “LETS” refers to Leisure & Entertainment Trade Shows; the word “Exhibitor” refers to applicant for exhibit space named on reverse; “Exhibit Facility” and/or “Facility” refers to the Las Vegas Convention Center, Las Vegas, Nevada; “Show Management” refers to William T. Glasgow, Inc., its agents or employees; “Event” or “Show” refers to Fun Expo International)

These regulations have been established for the mutual benefit and protection of exhibitors, visitors and LETS. With such additions or changes as may be made from time to time by LETS and Show Management, they are an integral part of the contract to which the Exhibitor agrees.

LETS will conduct Fun Expo International 2010 at the Las Vegas Convention Center (Facility) and appoints an official service contractor to provide all show services to exhibitors.

EXCEPTIONS TO RULES & REGULATIONS

1. Exceptions to certain provisions of these Rules and Regulations may be granted at the sole discretion of LETS where requested in writing and received by Show Management before January 8, 2010.
 - (a) The request must include certificates of insurance from all agent representatives indemnifying the LETS for liability resulting from such exception in limits satisfactory to LETS and Show Management.
 - (b) LETS and Show Management reserve the right to deny exceptions at their sole discretion.

THIRD PARTY OBLIGATIONS

2. LETS shall have no responsibility of any kind for the following:
 - (a) performance or failure to perform by any contractor including the official Service Contractor;
 - (b) performance or failure to perform services to the exhibitors, by the Facility.

GENERAL

3. Days and hours for move-in, for exhibiting, and for move-out will be specified in the Online Exhibitor Guide to be provided to each Exhibitor.
4. Only those products and/or services considered by Show Management as relating directly to the family entertainment center industry, including the business management of such enterprises, may be exhibited at FUN EXPO INTERNATIONAL.
5. Complaints of any violation of rules and regulations are to be made promptly to Show Management, and Exhibitors and their personnel agree to abide by the decision of Show Management.

LIABILITY

6. (a) Although guard service will be furnished for the Exposition, neither LETS, Show Management, nor The Facility in which the exhibits are held can or will be responsible for damage to, loss, or theft of property belonging to or injury to, any Exhibitor, his agent, employees, business invitees, visitors or guests. Each Exhibitor is expected to carry his own appropriate insurance.
 - (b) Exhibitor agrees to protect, save, and hold LETS, Show Management and The Facility forever harmless for any damages or charges imposed for violations of any law or ordinance, whether occasioned by the negligence of the Exhibitor or those holding under the Exhibitor, except for any damages or charges directly caused by the negligence of any of the foregoing indemnified persons or entities, as well as to strictly comply with the applicable terms and conditions contained in the agreement between the Facility and LETS regarding the exhibition premises; and, further, Exhibitor shall at all times protect, indemnify, save, and hold harmless LETS, Show Management and The Facility against and from any/all losses, costs (including attorneys' fees), damage, liability, or expense arising from or out of or by reason of any accident or bodily injury or other occurrence to any person or persons, including the Exhibitor, its agents, employees, and business invitees, which arises from or out of or by reason of said Exhibitor's occupancy and use of the exhibition premises or a part thereof, except for those matters directly caused by the negligence of the foregoing indemnified person or entities.
 - (c) At the time of making final payment for space under this Contract, every exhibitor shall provide Show Management with an original, signed insurance certificate and endorsement, naming Fun Expo, its entities, subsidiaries, agents, representatives, officers, staff, volunteers and employees," as additional insured under the exhibitors general liability insurance policy. The exact show dates including move-in and move-out must be included on this certificate. Minimum limits required to be carried by exhibitors displaying amusement rides and/or mechanical, electrical or other devices or displays involving audience participation, and any exhibitors using flammable materials or cooking must have a total combined aggregate policy of \$3,000,000. Certificate must read: "Coverage for participants is not excluded". All other exhibitors are required to carry a minimum \$1,000,000 per occurrence, \$300,000 fire damage, \$10,000 medical expenses, \$1,000,000 personal & advertised injury, \$2,000,000 general aggregate, and \$2,000,000 products & completed operations policy. Notwithstanding the above minimums, LETS reserves the right to require an insurance policy in excess of the amounts stated.

CANCELLATION/DOWNSIZING

7. (a) Upon acceptance of this application by LETS, it shall be a legally binding contract between the Exhibitor and LETS; provided that either party may cancel this contract on condition that written notice of such cancellation is received by the other party at least 120 days prior to the scheduled opening date of the Show as provided herein.

- (b) There will be a \$250 processing fee charged for any cancellation made after the space application is received and processed in the Show Office.
- (c) A full refund of all amounts paid by Exhibitor will be made minus the \$250 processing charge if cancellation in writing is received before January 4, 2010.
- (d) Exhibitor must pay a 50% penalty of total downsized space cost, which includes the processing fee, for any cancellation received between January 4, 2010 and February 4, 2010.
- (e) Exhibitor will receive no refund if notice of cancellation is provided after February 4, 2010, regardless if space is resold.
- (f) Full amount of space rental will be refunded only on the condition that such cancellation is made by LETS.
- (g) LETS and Show Management reserve the right to cancel any reservation not paid in full, to lease such space to another exhibitor, and to retain as liquidated damages any amounts already paid. LETS and Show Management also reserve the right to reject any application, or cancel any contract, for space for any reason. If any Exhibitor changes management or is purchased by another company/organization, this Contract becomes binding on such company/organization. Exhibitor agrees that payments or deposits made by Exhibitor may be used toward satisfying any cancellation fees due to Fun Expo under this Contract.
- (h) In the event that an exhibitor cancels this Contract, or is unable to use the space after February 4, 2010, Show Management shall retain as liquidated damages all amounts paid by such Exhibitor. This includes company "noshow," that do not occupy contracted on-site booth space. Upon receipt of cancellation notice from Exhibitor, LETS and Show Management shall have no further obligations to the Exhibitor under this Contract.

SERVICES

8. Standard Booth: The booth furnished consists of draped back wall, 8 feet high, and draped side dividers, 36 inches high. Exhibits 10 feet in depth, shall be so arranged as to not obstruct the general view of other exhibits, and shall be limited to 8 feet in height. Booths 10 feet in depth located on AN OUTER PERIMETER WALL can be built to a height of 10 feet. Peninsula and island booths may be built to a height not to exceed 16 feet. The back wall of peninsula booths may be built to a height of 16 feet but must drop down to a height of 4 feet and must remain at the 4 foot level, 5 feet in from both side aisles.
9. Standard Booth Name Sign: One standard sign, showing Exhibitor's Name, City and State, and booth number(s) will be supplied by LETS.
10. Labor: Exhibitors will be responsible for labor charges they incur in connection with the assembly, draping, repairs and dismantling of their own booths. In order to conform to union contract rules and regulations, exhibitors are required to use accredited union personnel.
11. Security: Uniformed guards will be used to help protect the display area. Show Management and the Las Vegas Convention Center provide certain security services, including providing advice on security measures, as a convenience to exhibitors, but the responsibility for the security and safety of an exhibitor's area, product, and property rests solely with the exhibitor.
12. Badges: Exhibitors and visitors must wear badges at all times for identification.
13. Other Requirements: Each Exhibitor may provide their own booth furnishings, and may specify his own independent service contractor for the erection and dismantling of the booth provided that written notice of intent to use an independent contractor is received by Show Management no later than February 10, 2010 and that LETS labor and insurance regulations applying to independent contractors are met. Local regulations, licensing and labor agreements must be followed. For convenience the official decorator will rent, on advance order, appropriate furniture of all kinds, carpet and other accessories, and also will provide signs (other than standard booth identification) at Exhibitor's expense. An Exhibitor Manual, to be provided online, will contain service order forms and additional information. Exhibits will not be permitted to leave the building at any time after installation until final closing of the Show unless special permission is obtained in writing from Show Management.

COMPLIANCE WITH RULES AND REGULATIONS

14. Exhibitor hereby agrees to be bound by all LETS and Facility rules and regulations outlined here, and any additional rules, regulations, and information as may be adopted by LETS or the Facility. Exhibitor further agrees to adhere to and be bound by (i) all applicable fire, utility, and building codes and regulations of the Event Facility; (ii) any rules or regulations of said Event Facility; (iii) the terms of all leases and agreements between LETS and the managers or owners of the Facility; (iv) the terms of any and all leases and agreements between LETS and any other party relating to the Event; and (v) all Federal, State, and local laws, codes, ordinances and rules; without limiting the foregoing, Exhibitor shall construct its displays to comply with the Americans with Disabilities Act. Exhibitor shall not, nor shall exhibitor permit others to, do anything to its exhibit space or do anything in the Facility which would cause a difference in conditions from those previously approved by the insurance carriers of LETS, or the owners or managers of the Facility, which will in anyway increase premiums payable by any of said parties, and Exhibitor shall be responsible for any such increase resulting from violation of this section. LETS and/or Show Management will not interpret laws, regulations and ordinances for any exhibitor.

SAFETY PRECAUTIONS

15. (a) All construction material must conform to standard safety practices. Table and back wall drapes supplied by the official decorator, and those supplied by the Exhibitor, together with textile or paper displays and decorations, must be flame-proofed. No combustible decorations, such as crepe or tissue paper, cardboard or corrugated paper, 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. Equipment powered by internal combustion motors cannot be operated during show hours. Helium balloons and other self-rising items are prohibited inside the Facility. Displays are subject to inspection and approval for safety by the Fire Department of the City of Las Vegas.
- (b) Exhibitors are responsible for any damage done by them or their employees.
- (c) No nails, bolts, tack or screws shall be driven into the wall, woodwork or floor of the Event Facility.
- (d) The use of flammable substances as decorative materials is prohibited
- (e) No gasoline, kerosene, acetylene or other flammable or explosive substances are permitted in the Event Facility.
- (f) Exhibitors using grease or oil in the preparation of food must utilize cooking hoods to prevent splatter.

IRREGULAR ACTIVITIES

16. (a) No person, firm or organization which has not regularly contracted with LETS for occupancy of space in the Show will be permitted to display or demonstrate any products, processes or services, to solicit orders, wear any identification other than that of the contracting Exhibitor, or to distribute advertising or other materials at the exposition. Any infringement from this regulation will result in prompt removal of the offending person from the Facility.
 - (b) Exhibitors may not enter the booths of other Exhibitors without invitation; no Exhibitor may call or invite a visitor out of one exhibit and into his own. Exhibitors must remain within their own exhibit space in distributing literature, product samples, or other materials; the aisles may not be used for this purpose.
 - (c) Exhibit activity or soliciting by any non-exhibiting firm or person on the trade show floor and/or on any property under the supervision or under the contract of Fun Expo or LETS during the trade show is strictly prohibited.
 - (d) "Suitcasing." Please note that while all Event attendees are invited to the exhibition, any attendees who are observed to be soliciting business in the aisles or other public spaces or in another company's booth will be asked to return their badges and to leave the show floor immediately. Violators will not be allowed to return to the show and no refunds will be made. Additional penalties may apply. LETS asks that both attendees and exhibitors report any violations they may observe to the Show Office.
 - (e) "Outboarding." Outboarding is defined as marketing, sales and hospitality events conducted by exhibitors and others capitalizing on the presence of buyers and/or sellers attending the original show without previously notifying the original show organizer and finalizing an arrangement that benefits both parties. This practice is considered unethical. It includes practices such as "coat-tailing", "piggy-backing", co-location of events, and large-scale hospitality events, particularly during show hours.
17. No food or beverages may be sold on the premises, although samples may be given away in limited portions. See the Exhibitor Services Guide on line for further details.
 18. Exhibitors demonstrating amusement rides and/or offering rides to show attendees or guests are solely responsible for compliance with all federal, state, and local laws and regulations governing the operation of rides, and for securing in advance all approval necessary to demonstrate and offer rides during the show dates.
 19. All booths must remain open and operational during all show hours and all demonstration equipment must be operated without charge.
 20. 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 Exposition Halls, or in transportation under lease to LETS.
 21. The use or display of any printed materials, photographs or presentations which may be judged as lewd, lacking in dignity or not conducive to a business environment are prohibited. This includes any personnel, models/demonstrators who must be properly clothed and appropriately dressed at all times. Show Management will give one warning to correct any violations. A continued violation will result in the disconnection of electrical service and draping off of the booth.
 22. Use of sound will be permitted, where appropriate to the display, provided sound is maintained at not more than 85dB peaks, on the C weighted scale as measured on a Scott Instrument Lab Type 452 Sound Level Meter (ANSI Type 2), on the "SLOW" meter position, in any and all adjacent exhibit areas. LETS reserves the right to restrict Exhibitor's use of sound and other devices which may interfere with the best interest of LETS as a whole. Show Management is authorized and empowered to disconnect the supply of electricity to any Exhibitor who exceeds said Sound Level maximum, without any liability to said Exhibitor. Failure to comply will result in loss of booth power and a \$1,000 fine.
 23. Exhibitors or their agents may not display, demonstrate, offer for sale, sell or advertise any products (including but not limited to counterfeit goods) which do not comply in all respects with all federal, state and local laws, regulations and ordinances.
 24. All coin-operated video games to be displayed at Fun Expo must carry a Parental Advisory Disclosure Message (consistent with the Coin-Operated Video Game Parental Advisory System). Show Management will monitor compliance by Exhibitors with the Coin-Operated Video Game Parental

Advisory System and will disconnect electrical service to any coin-operated video game that lacks a Parental Advisory Disclosure Message in a prominently visible location.

25. Exhibitors must comply at all times with all local, state and federal laws and regulations.
26. In the event that LETS in good faith believes that an Exhibitor has violated any of the restrictions set forth in this contract, including the restrictions concerning the display, demonstration, and offer for sale of counterfeit otherwise illegitimate products, LETS and/or Show Management shall have the right to a) inspect any and all components (Internal and external) of the product in question and/or b) request the immediate removal of such product. If such removal is not immediately effected, LETS and/or Show Management shall have the right to take such further actions as it shall deem necessary including confiscation of the offending product and/or removal of the Exhibitor and its exhibits from the Exposition. Exhibitor and its agent knowingly waives any claims which may arise as a result of LETS or Show Management's activities pursuant to this provision.
27. Manufacturers and other exhibitors of equipment that may be considered to be gaming equipment, devices or other products are responsible for determining that they can legally exhibit such items in Las Vegas and Nevada.
28. Complaints of any violation of rules and regulations are to be made promptly to Show Management, and Exhibitors and their personnel agree to abide by the decision of Show Management.

REMOVAL OF GOODS

29. In the event any Exhibitor fails to remove their exhibit materials in the allotted time, Show Management and LETS reserve the right to ship the materials through a carrier of its own choosing or will place the materials in a storage warehouse subject to the Exhibitor's disposition at the Exhibitor's expense.

SPACE ALLOCATION PROCEDURES

30. Products of no more than one manufacturer/supplier/service provider may be shown in any one booth and subletting of space by the exhibitor is prohibited. Sharing or subleasing of space to another company will result in loss of seniority points.

Exhibit Space will be assigned as follows:

- a) Exhibit space will be assigned according to a point system.
- b) The Point System will apply to all Exhibit Space Applications received by December 31, 2009, and accompanied by a check for 50% deposit of the total cost of exhibit space, less Early Bird Discount deposit.
- c) Ten (10) points will be awarded to an exhibitor for each year they exhibited in FUN EXPO.
- d) Two (2) points will be added for each 100 square feet of exhibit space contracted for in each Fun Expo.
- e) In cases of comparable point totals for exhibitors requesting the same space, members will be given priority on space selection.
- f) A company may acquire another company's seniority points if there is a buy-out or acquisition of the entire company, but cannot combine the points of both companies, but select the highest point total.
- g) When a company purchases a single product or single product line from another company, it does not acquire the seniority points.
- h) If the selling company remains as an exhibitor, or if the seniority points become part of the assets for the buying company, then the seller forfeits its seniority if in future years they become exhibitors.
- i) Any space remaining after the deadline date will be assigned on a first-come, first-served basis.
- k) Show Management has the absolute right to allocate and assign space and exhibitors and to relocate exhibits after initial assignment.

FORCE MAJEURE

31. In the event the Las Vegas Convention Center or any part of the exhibit areas thereof are unavailable whether for the entire event or a portion of the event as a result of fire, flood, tempest, or any other such cause or as a result of governmental intervention, malicious damage, act of war, strike, lock-out, labor dispute, riot or any other cause or agency over which Show Management has no control, or should Show Management decide that because of any such cause it is necessary to cancel, postpone or re-site the Exposition or reduce the installation time, Exposition time, or move-out time, Show Management shall not be liable to indemnify or reimburse the Exhibitor in respect of any damage, liability or loss, direct or indirect, arising as a result thereof.

AMENDMENTS

32. Show Management and LETS shall have full power to make or amend these rules.

MISCELLANEOUS:

33. The above rules and regulations are all deemed to be of the essence of this Exhibit Space Application/Contract. A material breach of any of them shall be deemed a breach of Contract entitling LETS and Show Management to immediately cancel the exhibitor's Contract. Upon cancellation, LETS and Show Management may take possession of the exhibitor's space, remove all person and properties of the exhibitor and hold the exhibitor accountable for all risk expense incurred in such removal. The association reserves the right to make any changes necessary for the best interest of the trade show. If a court hereof holds any provisions invalid, all other provisions shall remain in full force and effect.

COMMUNICATIONS

Address all communications to:
William T. Glasgow, Inc., Show Management
FUN EXPO
10729 W. 163rd Place • Orland Park, IL 60467
Phone: 708/226-1300 • FAX: 708/226-1310
E-mail: info@funexpo.com