

SUPPLIER SHOWCASE RULES & REGULATIONS

1. DEFINITIONS

NSSF and ConvExx are hereinafter referred to as "Showcase Management." "Supplier" means the company named on the Application and its representatives. The Supplier Showcase hereinafter shall be referred to as "Showcase." The Showcase Facility consists of the area inside the specified ballroom in which the Showcase displays will be established for the Showcase that will be conducted during the date and time specified in Section 2 below.

These Supplier Rules & Regulations, the Supplier License Terms and Conditions ("License Terms"), the Facility Rules, and all other rules, regulations and policies governing the Showcase and Facility, in existence or as amended from time to time, are generally hereinafter referred to as "Rules and Regulations." These Rules and Regulations shall be applicable to all business activities relating to or affecting the Showcase wherever and whenever they may occur, the "Showcase Activities").

2. LOCATION AND DATES

The site of the Showcase is the Palazzo Ballroom inside the Venetian Congress Center, located at, 201 Sands Avenue, Las Vegas, NV 89169 ("Showcase Facility"). The date and hours are:

Supplier Move-In:

1/19 Sunday Afternoon Move-In 2:00 pm – 6:00 pm
1/20 Monday Morning Move-In 6:30 am – 8:30 am

Showcase Open Hours:

1/20 Monday 8:30 am – 5:30 pm
1/21 Tuesday 8:30 am – 5:30 pm

Supplier Move-Out:

1/21 Tuesday 5:30 pm – 7:00 pm

3. APPLICATION, FEES, PAYMENTS, CANCELLATIONS

- A. **Approval to Exhibit.** All Supplier Applications are subject to review and approval by Show Management. Displays shall be limited to those companies or other entities offering materials, products, or services of specific interest to Showcase attendees that directly pertain to the function and industry to which the Showcase relates. Management reserves the right to determine the appropriateness and/or eligibility of any product or services displayed or promoted. See Paragraphs 4 and 11 of the License Terms.
- B. **Exhibit Fees.** The cost for Display Space is \$3,700. NSSF Voting/Supporting/Associate Members receive a \$300 discount. Corner Fees, for those receiving a corner booth location, are charged an additional \$350 premium.
- C. **NSSF Member Discount.** To qualify for the NSSF member discount, the Supplier must be at least an Associate or Supporting Member in good standing of NSSF by January 25, 2019. In order to set up an exhibit at the Showcase, a Supplier must be fully paid on all money owed to NSSF including booth, sponsorship, advertising, and membership fees.
- D. **Payment Schedule.** Payments may be made by credit card, wire transfer or check (in U.S. funds drawn on a U.S. bank only). Checks must be made payable to NSSF and mailed to National Shooting Sports Foundation, Dept. 3510 P.O. Box 4110, Woburn, MA, 01888-4110. Bank wires are permitted and account information is provided by requesting from Show Management. If exhibit space is licensed after any of the listed dates, the amount corresponding to the most recently passed date is due at the time to secure participation. All bank fees incurred will be the responsibility of Supplier. Unless otherwise agreed-upon by NSSF, in its sole discretion, payment terms are as follows:
 - i. On or before April 5, 2019, at least Fifty Percent (50%) must be paid.
 - ii. On or before August 2, 2019, any remaining balance due on display space must be paid.
- E. **Sponsorship/Advertising.** All advertising insertion orders must be paid in full prior to the installation of Supplier's display and are non-cancellable and non-refundable. No credits will be

given for advertising paid for but cancelled. In the event Supplier withdraws or cancels its participation in the Showcase, Supplier shall be responsible for full payment of all advertising. Management reserves the right to reallocate such advertising space at its discretion. All advertisements are subject to approval by Management. Supplier agrees that Management shall not be liable in the event of any errors or omissions in advertising or in any promotional material. Management reserves the right to offer new products or positions throughout the show cycle.

- F. Refunds Due to Cancellation.** Cancellation by Supplier must be made in writing to Show Management. The issuance of refunds is subject to the sole discretion of Show Management. If approved, the refund schedule below shall apply. Refunds are calculated from the date that written notification of cancellation is received by Show Management. Refunds and liquidated damages are based on full exhibit space fee and not the deposit. Show Management shall not be liable for interest on any amount refunded. Supplier is responsible for any fees associated with cancellation from the Showcase. Refunds cannot be applied to exhibition at future Showcases.
- a. Effective following Exhibitor's renewal of booth space, through April 5, 2019, Show Management shall retain 25% of the booth fee of each space canceled, as liquidated damages.
 - b. Beginning April 6, 2019, through August 2, 2019, Show Management shall retain 50% of the booth fee of each space canceled, as liquidated damages.
 - c. No refunds are given after August 2, 2019, for any reason whatsoever, even if the Show is sold out.

6. SPACE ASSIGNMENT

- A. Space Selection Process.** Display space will be determined by Show Management based on NSSF Membership, Supplier Showcase Seniority, and order in which Applications are received with deposits, and in the best interest of the Showcase.
- B. Floor Plan.** Show Management reserves the right to rearrange Suppliers or adjust the floor plan to accommodate the best interest of the Showcase. The floor plan maintained by Show Management shall be the official floor plan. Changes may occur at any time to accommodate Showcase needs.
- C. Sharing or Subletting Booth Space.** See paragraph 12 of the License Terms.

7. OPERATION AND CONDUCT

- A. Supplier Representatives.** Supplier Representatives shall comply with all applicable Showcase rules concerning their conduct, including the following rules:
- i. Supplier Representatives must confine their activities to their display space and may not engage in solicitation or promotional activities outside their area.
 - ii. Supplier Representatives may not enter the exhibit space or loiter in the area of another Supplier without permission from that Supplier, and at no time may anyone enter a display area that is not staffed.
 - iii. Suppliers shall not photograph or video an exhibit or product of another Supplier.
 - iv. Suppliers may not harass, antagonize another party or engage in any disruptive, objectionable or illegal activity.
- B. Attire.** All Supplier Representatives must wear appropriate apparel at all times. Business or business casual attire is recommended.
- C. Suitcasing/Outboarding.** Showcase Management considers "suitcasing" and/or "outboarding" to be unethical business conduct and strictly prohibits both practices at the Showcase. "Suitcasing" refers to the practice of companies or persons who come to the Showcase as attendees but "work the aisles" from their suitcase (briefcase), soliciting business from other attendees and Suppliers. "Outboarding" refers to non-exhibiting companies who set up exhibits or events at off-site locations during the period of the Showcase, such as hotel hospitality suites or nearby restaurants, and encourage attendees to leave the Showcase and spend time with them. The only legitimate place to conduct business during the Showcase is within a contracted exhibit space on the Showcase floor. Only registered Suppliers and sponsors of the Showcase are allowed to conduct hospitality events during the period of the Showcase. Hospitality functions away from the Showcase Facility shall not open before 5:30 p.m. Exhibiting companies are

encouraged to protect their investment by reporting actual or suspected violations of the Supplier's suitcasing/outboarding rules immediately to Show Management.

- D. Booth Noise.** Music or noise emitting from the exhibit space cannot exceed 85 decibels. Exhibitors receiving requests from Show Management to reduce the music volume or noise level must conform immediately to the request or be subject to having the power to the sound system disconnected. If after receiving a second warning that they are in violation, the power to the sound system will be disconnected for the remainder of the day. If there is a third violation, the power will be disconnected for the remainder of the Show.
- E. Promotional Activities & Items.** Management retains sole discretion to approve, control, or prohibit what, where and when promotion activities may occur and the types of promotional items that may be distributed. Suppliers should be mindful of TSA's list of prohibited items when selecting promotional giveaways. The right to distribute or broadcast advertising, marketing and promotional information and items of any nature in Exhibition hotels during the Exhibition is reserved to Show Management. Supplier shall not independently engage in or make arrangements with the Facility or Exhibition hotels to conduct such activities. Any information or items to be distributed or broadcasted are subject to separate license issued by Show Management in its sole discretion.
- F. Objectionable Exhibits.** Showcase Management reserves the right to restrict exhibits which are objectionable because of noise, glaring or flashing lights, conducted activities, method of operation, or any other reason, and also to prohibit or evict any exhibit which in the opinion of Show Management detracts from the general character of the Exhibition or jeopardizes its safety, at Supplier's sole expense. This reservation includes persons, things, conduct, printed matter or anything Show Management judges to be objectionable in its sole judgment. In the event of such restriction or eviction, Show Management shall not be liable for any refunds or reimbursements of any amount paid to the Showcase or third party. Supplier hereby expressly waives any right and all claims, actions or demands for damages, costs and expenses, including without limitation, legal fees, lost profits, and costs of goods sold, against the Facility, Show Management, their directors, officers, employees, contractors and/or other authorized representatives for such restriction or removal.
- G. Business Licenses, Permits, and Authorizations.** See Paragraph 13 of the License Rules.
- H. Food and Beverage.** Alcoholic beverages may not be served within a Supplier's space without written consent from Show Management. The official Facility caterer must provide food and/or beverage items served within a Supplier's space.
- I. Insurance.** See Paragraph 21 of the License Terms.
- J. Prohibited Equipment / Materials / Chemicals.** Supplier will not put up or operate any engine or motor or machinery on the premises, excepting normal equipment utilized to set up and dismantle exhibits, or use or store oils, burning fluids, camphene, kerosene, naphtha or gasoline for either mechanical or other purposes, or any agent other than electricity for illuminating purposes.
- K. Hazardous Materials.** Harmful or noxious odors or fumes must be negligible and contained within the display. Hazardous materials are prohibited unless approved in writing by Show Management. Supplier is responsible for the proper care, handling, security, removal, and disposal of all hazardous materials entered upon Facility premises by Supplier, as required by current Environmental Protection Agency or other applicable standards in effect at the time of occupancy. Disposal of hazardous materials or toxic waste must comply with all city, state, and federal laws.
- L. Damages.** See Paragraph 14 of the License Terms.
- M. Intellectual Property Rights.**
 - i. The "SHOT Show[®]," "SHOT[®]," and "Shooting, Hunting and Outdoor Trade Show" names, logos and images are trademarks or registered trademarks of the National Shooting Sports Foundation, Inc. Subject to the SHOT Show Trademark Branding Guidelines, Supplier is granted a non-exclusive, royalty-free, revocable license to use these trademarks in their advertising and marketing materials, including websites, to promote their exhibition participation through the last date of the exhibition to which this License pertains. SHOT Showcase Trademarks shall not be used on any items for sale or distributed in exchange for other consideration or in any manner that expresses or implies that the Exhibition or Management endorses, sponsors or otherwise supports Supplier's activities. Use of SHOT

- Showcase Trademarks by licensees and other authorized parties shall adhere to the following rules: (a) SHOT Showcase Trademarks shall only be used in the form and manner as prescribed by the NSSF. See accompanying Style Guidelines For Use of the SHOT Showcase Trademarks; (b) SHOT Showcase Trademarks should always bear the correct trademark symbols (®, SM, TM); (c) When using a SHOT Showcase trademark, the appropriate symbol should appear after the first and most prominent use of the mark. If the trademark is repeated several times, it is not necessary to continue using the symbol with the trademark; SHOT Showcase Trademarks shall not be used in any manner that expresses or implies, or could be construed to express or imply, that the NSSF or the SHOT Showcase is affiliated with or endorses, sponsors, certifies, or otherwise supports third party products, services, or opinions; and (e) SHOT Showcase Trademarks should not be used in any manner that might harm the NSSF's reputation or goodwill or the NSSF's ownership rights in the SHOT Showcase Trademarks.
- ii. Management is firmly committed to the laws prohibiting counterfeiting and infringement of the intellectual property rights (e.g., copyrights, trademarks, trade dress, patents, etc.) associated with the products and services that Suppliers display. In the event it is determined by either Management or a court of competent jurisdiction that an Supplier or attendee has violated third party intellectual property rights, the Supplier or attendee will risk immediate removal from the Exhibition and exclusion from future exhibitions, in addition to any other sanctions Management may impose in its discretion or as permitted by law.
- N. Lotteries, Contests & Games of Chance.** The operation of games of chance during the Showcase, including sweepstakes, raffles, drawings, contests, lotteries; gambling or gaming devices; or tournaments, pools or wagering, whether real or simulated is permitted only to the extent allowed by applicable state and local laws where the Exhibition takes place and only within the confines of a Supplier's booth. Games of chance conducted by Supplier prior to the Showcase shall comply with Showcase attendee admission and eligibility requirements and rules prohibiting the transfer of Showcase badges. Suppliers are responsible for all logistics involved with the organization and operation of their games of chance or other promotion, including, without limitation, collecting entries and notifying winners.
- O. Over-The-Counter Sales.** In a concerted effort to dissuade consumers and ineligible persons from entering the Showcase, Suppliers are not permitted to conduct the selling of products for delivery at the Showcase, with the sole exception of wholesale transactions where entire inventories are sold to retailers for delivery after the Showcase closes. Selling samples whereby money is exchanged for product onsite, or soliciting donations in return for goods, is strictly prohibited. Orders may be taken for future delivery. Product inventory in booths must be of an amount utilized for display only and may not be for delivery or resale at the Showcase.
- P. Photography/Video/Recording.**
- i. No photography, videotaping, or other recordings (collectively, "Photography") of the Showcase is allowed except by those with valid media badges or as otherwise stated in this paragraph. All photographic rights for the Exhibition are reserved to Management.
 - ii. From time to time, photographs, videos, filming and/or other recordings ("Photography") may be made of the Exhibition by Management or third parties contracted by Management, which may capture the image, voice, likeness and activities of Supplier and Supplier Representatives, as well as the presentation of Supplier's booth, products, displays and intellectual property ("collectively, "Supplier Images"). Suppliers may not hinder, obstruct, or interfere in any way with such Photography whether by Management or others working on Management's behalf, and in consideration of being allowed admission into the Showcase hereby consent to Management's Photography and use of Supplier's Images for any reasonable commercial purpose. Supplier grants Management and others contracted by Management a non-exclusive, royalty-free, irrevocable, worldwide license to use Supplier Images and assigns all rights, including the copyright, in any materials created by or on behalf of Management incorporating Supplier Images without further payment or other consideration.

8. MOVE-IN / MOVE-OUT / EXHIBIT INSTALLATION & DISMANTLE

- A. Material Handling.** All material handling during move-in and move-out, as well as the movement of empty crates and the operation of material handling equipment, must be performed by Freeman, except as indicated below. Freeman has the responsibility of managing docks for the smooth and efficient move-in and move-out of the Showcase. Freeman is not responsible for any material it does not handle. Suppliers may “hand carry” material, provided material handling equipment is not used. “Hand carry” Suppliers may not be permitted access to the loading dock or freight door areas.
- B. Labor.** The Supplier agrees to abide by all agreements between Show Management, Freeman, the Facility, or any of its agents pertaining to using union labor in the exhibit areas, and to abide by all labor regulations as stated in materials provided by Show Management. Show Management is not liable for changes in union regulations. A labor entity has jurisdiction through a labor agreement with Freeman for the erection, touch-up painting, dismantling and repair of all exhibits when such work is done by persons other than Supplier’s full-time company personnel. This work includes wall coverings, floor coverings, pipe and drape, painting, hanging of signs and decorative materials from the ceiling, placement of all signs and the erection of platforms used for exhibit purposes. The labor entity’s jurisdiction does not cover the placement of Supplier’s products on display, the opening of cartons containing Supplier’s products, nor the performance, testing, maintenance or repairs of Supplier’s product. If full-time company personnel are utilized to set an exhibit, they should carry positive company identification, such as a medical identification card, payroll stub, or have a company payroll report available. This rule prohibits the utilization of workers hired from a non-union agency or company. Supplier personnel may set-up the booth, provided the booth, walls, and fixtures can be completed without use of saws, pipe wrenches or power tools. Hand tools, electric drills and screwdrivers can be used for installation. For safety reasons, Suppliers may not do any installation work that requires standing on a ladder over 30 inches high.
- C. Timely Dismantle.** Supplier agrees to dismantle display as soon as practical after the end of the Showcase.
- D. Early Move-out.** Supplier shall not initiate move-out or abandon its exhibit prior to the official Showcase closing time. Violators could be banned from participation at future Showcases.