

“POP-UP PREVIEW” RULES & REGULATIONS

1. DEFINITIONS

NSSF and ConvExx are hereinafter referred to as “Show Management.” “Exhibitor” means the company named on the Application and its representatives. The Pop-Up Preview hereinafter shall be referred to as “Preview.” The Facility consists of the area inside the specified ballroom in which the displays will be established for the Preview that will be conducted during the date and time specified in Section 2 below.

These Exhibitor Rules & Regulations, the Exhibitor License Terms and Conditions (“License Terms”), the Facility Rules, and all other rules, regulations and policies governing the Preview 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 Preview wherever and whenever they may occur, the “Preview Activities”).

2. LOCATION AND DATES

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

Exhibitor Move-In:

1/22 Morning Move-In 6:30 am – 8:30 am

Preview Open Hours:

1/22 Wednesday 8:30 am – 5:30 pm

Exhibitor Move-Out:

1/22 Evening Move-out 5:30 pm – 7:00 pm

3. APPLICATION, FEES, PAYMENTS, CANCELLATIONS

- A. Approval to Exhibit.** All Exhibitor 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 attendees that directly pertain to the function and industry to which the Preview 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 \$2,495. Corner Fees, for those receiving a corner booth location, are charged an additional \$150 premium.
- C. 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. All bank fees incurred will be the responsibility of Exhibitor. Due to the close proximity of the Preview from the date in which applications are being received, full payment for the Preview will be due upon receipt of the Application.
- D. Sponsorship/Advertising.** All advertising insertion orders must be paid in full prior to the installation of Exhibitor’s display and are non-cancellable and non-refundable. No credits will be given for advertising paid for but cancelled. In the event Exhibitor withdraws or cancels its participation in the Preview, Exhibitor 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. Exhibitor 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.
- E. Refunds Due to Cancellation.** Cancellation by Exhibitor must be made in writing to Show Management. The issuance of refunds is subject to the sole discretion of 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. Exhibitor is responsible for any fees associated with cancellation from the Preview. Refunds cannot be applied to exhibition

at future Previews. No refunds are given after assignment of booths for any reason whatsoever, even if the Preview is sold out.

6. SPACE ASSIGNMENT

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

7. OPERATION AND CONDUCT

- A. Exhibitor Representatives.** Exhibitor Representatives shall comply with all applicable Preview rules concerning their conduct, including the following rules:
 - i. Exhibitor Representatives must confine their activities to their display space and may not engage in solicitation or promotional activities outside their area.
 - ii. Exhibitor Representatives may not enter the exhibit space or loiter in the area of another Exhibitor without permission from that Exhibitor, and at no time may anyone enter a display area that is not staffed.
 - iii. Exhibitors shall not photograph or video an exhibit or product of another Exhibitor.
 - iv. Exhibitors may not harass, antagonize another party or engage in any disruptive, objectionable or illegal activity.
- B. Attire.** All Exhibitor Representatives must wear appropriate apparel at all times. Business or business casual attire is recommended.
- C. Suitcasing/Outboarding.** Show Management considers "suitcasing" and/or "outboarding" to be unethical business conduct and strictly prohibits both practices at the Preview. "Suitcasing" refers to the practice of companies or persons who come to the Preview as attendees but "work the aisles" from their suitcase (briefcase), soliciting business from other attendees and Exhibitors. "Outboarding" refers to non-exhibiting companies who set up exhibits or events at off-site locations during the period of the Preview, such as hotel hospitality suites or nearby restaurants, and encourage attendees to leave the Preview and spend time with them. The only legitimate place to conduct business during the Preview is within a contracted exhibit space on the Preview floor. Only registered Exhibitors and sponsors of the Preview are allowed to conduct hospitality events during the period of the Preview. Hospitality functions away from the Preview Facility shall not open before 6:00 p.m.. Exhibiting companies are encouraged to protect their investment by reporting actual or suspected violations of the Exhibitor's suitcasing/outboarding rules immediately to Show Management.
- D. Booth Noise.** Music or noise emitting from the exhibit space cannot exceed 85 decibels.
- 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. Exhibitors 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. Exhibitor 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.** Show 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 Exhibitor'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 Preview or third party. Exhibitor 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 an Exhibitor's space without written consent from Show Management. The official Facility caterer must provide food and/or beverage items served within an Exhibitor's space. .

I. Insurance. See Paragraph 21 of the License Terms.

J. Prohibited Equipment / Materials / Chemicals. Exhibitor 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. Exhibitor is responsible for the proper care, handling, security, removal, and disposal of all hazardous materials entered upon Facility premises by Exhibitor, 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, Exhibitor 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 Preview 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 Exhibitor's activities. Use of SHOT Preview Trademarks by licensees and other authorized parties shall adhere to the following rules: (a) SHOT Preview Trademarks shall only be used in the form and manner as prescribed by the NSSF. See accompanying Style Guidelines For Use of the SHOT Preview Trademarks; (b) SHOT Preview Trademarks should always bear the correct trademark symbols (®, SM, TM); (c) When using a SHOT Preview 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 Preview 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 Preview is affiliated with or endorses, sponsors, certifies, or otherwise supports third party products, services, or opinions; and (e) SHOT Preview 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 Show 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 Exhibitors display. In the event it is determined by either Management or a court of competent jurisdiction that an Exhibitor or attendee has violated third party intellectual property rights, the Exhibitor 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 Preview, 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 Exhibitor's booth. Games of chance conducted by Exhibitor prior to the Preview shall comply with Preview attendee admission and eligibility requirements and rules prohibiting the transfer of Preview badges. Exhibitors 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 Preview, Exhibitors are not permitted to conduct the selling of products for delivery at the Preview, with the sole exception of wholesale transactions where entire inventories are sold to retailers for delivery after the Preview 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 Preview.

P. Photography/Video/Recording.

- i. No photography, videotaping, or other recordings (collectively, "Photography") of the Preview 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 Exhibitor and Exhibitor Representatives, as well as the presentation of Exhibitor's booth, products, displays and intellectual property ("collectively, "Exhibitor Images"). Exhibitors 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 Preview hereby consent to Management's Photography and use of Exhibitor's Images for any reasonable commercial purpose. Exhibitor grants Management and others contracted by Management a non-exclusive, royalty-free, irrevocable, worldwide license to use Exhibitor Images and assigns all rights, including the copyright, in any materials created by or on behalf of Management incorporating Exhibitor 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 Preview. Freeman is not responsible for any material it does not handle. Exhibitors may "hand carry" material, provided material handling equipment is not used. "Hand carry" Exhibitors may not be permitted access to the loading dock or freight door areas.
- B. Labor.** The Exhibitor 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 Exhibitor'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 Exhibitor's products on display, the opening of cartons containing Exhibitor's products, nor the performance, testing, maintenance or repairs of Exhibitor'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. Exhibitor 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, Exhibitors may not do any installation work that requires standing on a ladder over 30 inches high.

- C. Timely Dismantle.** Exhibitor agrees to dismantle display as soon as practical after the end of the Preview.
- D. Early Move-out.** Exhibitor shall not initiate move-out or abandon its exhibit prior to the official Preview closing time. Violators could be banned from participation at future Previews or SHOT Shows.