



Las Vegas Convention Center, Las Vegas Nevada Exhibit Day: Friday November 4, 2022

EXHIBITOR RULES AND REGULATIONS

SHOW OBJECTIVE

SEMA Ignited is a consumer event activated to engage the automotive enthusiast and provide an opportunity for the consumer to meet with industry insiders. Exhibitors at SEMA Ignited are not required to be active in the automotive industry or be affiliated with the industry.

1. DEFINITIONS

The Specialty Equipment Market Association (“SEMA”) owns, produces and manages the SEMA Show/SEMA Ignited. SEMA is hereinafter referred to as “SEMA” or “Show Management.” The SEMA Show/SEMA Ignited hereinafter shall be referred to as “Show” or “SEMA Ignited.” The exhibit halls, parking lots, air space and grounds of the Las Vegas Convention Center are hereinafter referred to as the “Exhibit Areas.” The company applying to exhibit at and/or exhibiting at SEMA Ignited is hereinafter referred to as the “Exhibitor.” The agreement between Show Management and Exhibitor to abide by the terms in the Exhibit Space Rental Application, these Exhibitor Rules & Regulations, the Exhibit Display Regulations, the Intellectual Property Rights Policy and any other rules & guidelines enacted by SEMA as found on www.SEMAIgnited.com (collectively, the “Rules”) is hereinafter referred to as the “Agreement” and constitutes the agreement between Show Management and the Exhibitor. If Show Management accepts Exhibitor’s Exhibit Space Rental Application, the agreement between Show Management and Exhibitor for exhibit space shall also constitute part of the Agreement. The Agreement shall be applicable to all activities conducted in an Exhibitor’s booth space, as well as all other activities an Exhibitor conducts or sponsors relating to SEMA Ignited, both onsite and pre-or-post show, including without limitation, sponsorships, driving activities, feature vehicle displays, and training programs (collectively, the “Activities”). It is understood that the Rules may be changed at any time by SEMA and SEMA reserves the right to modify the Rules in its sole discretion if it determines it is in the best interests of the Show or SEMA Ignited. “Written” and “in writing” shall include the contents of emails and fax communications.

2. LOCATION AND DATES

The site of the Show is the Las Vegas Convention Center, located at 3150 Paradise Road, Las Vegas, Nevada 89109. The Las Vegas Convention Center is operated by the Las Vegas Convention and Visitors Authority. The Las Vegas Convention & and Visitors Authority and the Las Vegas Convention Center hereinafter shall be referred to as the “Facility.” The dates and hours are:

Exhibitor Move-In:

Thursday, November 3..... 11:00 a.m. – 8:00 p.m.
Friday, November 4..... 6:00 a.m. – 11:00 a.m.

Show Days*:

Friday, November 4, 2022.....3:00 p.m. – 10:00 p.m.

3. APPLICATION, FEES, PAYMENTS, CANCELLATIONS

A. Approval. Applications for rental of exhibit space shall be subject to the approval of Show Management, and Show Management reserves the right to reject applications for space with or without cause if Show Management determines the rejection is in the best interest of the Show or SEMA Ignited. Show Management will contact Exhibitor following submission of the Exhibit Space Rental Application if it finds issues with the application. Show Management will not accept an Exhibit Space Rental Application unless and until the applicant fully complies with all the requirements set forth in the Exhibit Space Rental Application and the Rules, including the eligibility requirements, payment terms and submission of letters of appointment (if requested by Show Management). Exhibitor’s Exhibit Space Rental Application, as modified if applicable, is considered accepted by Show Management upon Show Management’s sending of the Exhibit Space Confirmation to Exhibitor pursuant to Section 6 (“EXHIBIT SPACE ASSIGNMENT”) below. Upon acceptance of the Exhibit Space Rental Application by Show Management, its contents, as modified if applicable, shall become a legally binding agreement for exhibit space between the Exhibitor and Show Management, subject to the terms and conditions herein. Exhibitor agrees to accept and, when requested, to promptly respond to Show information sent by SEMA via email, fax or any other method of communication.

B. Exhibit Fees. The cost for exhibit space is \$500 for a 10’ x 10’ (100 sq ft) booth with an additional \$500 for each additional 100 sq ft rented as exhibit space with a limit of 400 sq ft of exhibit space per exhibitor. In order to set up an exhibit at SEMA Ignited

, Exhibitor must be fully paid on all money owed to SEMA, its partners and subsidiaries, including sponsorship, advertising and membership fees.

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 SEMA and mailed to 1575 South Valley Vista Drive, Diamond Bar, CA 91765-3914. 100% deposit submitted with Exhibit Space Rental Application.

All bank fees incurred will be the responsibility of Exhibitor.

D. Amendments to the Exhibit Space Rental Application. It is understood and agreed that any changes or modifications to the Exhibit Space Rental Application following the initial submission of the Exhibit Space Rental Application that are requested by an Exhibitor shall be considered accepted and approved by Show Management if notification is provided by Exhibitor to, and received by, Show Management by any form of written communication and notification of Show Management approval is sent back to Exhibitor by any form of written communication. Changes may include, but not be limited to, modifications to exhibit size, location, configuration, payment terms or cancellations by Exhibitor. Show Management shall consider email by and to Exhibitor as acceptance of such changes, and thereby modify the exhibit fees due from Exhibitor pursuant thereto. If any changes to the Exhibit Space Rental Application increase the fees due to SEMA for the booth space, SEMA shall be authorized to make immediate charges to Exhibitor’s credit card on file



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in order to ensure Exhibitor is current on its payment plan, as then on file with SEMA pursuant to the Exhibit Space Rental Application or any subsequent agreement for payment terms. Changes initiated by Show Management to Exhibitor's exhibit space shall be communicated in writing to the email address provided by Exhibitor on the Exhibit Space Rental Application, and all such communications will be interpreted as read and accepted unless Exhibitor objects in writing to Show Management within five (5) business days.

E. Cancellations and Refunds. Cancellation of all or any portion of any exhibit space by Exhibitor must be made in writing to Show Management. The following refund schedule for cancellations by Exhibitors will be strictly followed, determined by when written notification is received by Show Management, regardless of when Exhibitor enters into the Agreement:

- i. Exhibitor shall receive a full refund of all monies deposited to Show Management provided written notification is sent to Show Management no later than the close of one business day following Exhibitor's assignment of booth space selection. After this date no refunds shall be given.

No refunds are given 24 hours after assignment of booth or after September 2 for any reason whatsoever, even if the Show and/or SEMA Ignited is sold out. Refunds and liquidated damages are based on full exhibit space rental cost and not the deposit. Exhibitors canceling a portion of the contracted space cannot apply deposits for the canceled portion to the remaining contracted space. Show Management shall not be liable for interest on any amount refunded. Exhibitor is responsible for all bank fees incurred in payment of any fees related to the Show. Reduction of booth space, at any time, may result in the relocation of an exhibit. Cancellation monies cannot be applied to future shows.

At its discretion, if at any time Show Management deems an exhibit, Exhibitor or an exhibit's contents objectionable, Show Management reserves the right to remove and/or cancel the exhibit space or any portion thereof at Exhibitor's sole expense. This reservation includes persons, things, conduct, printed matter, signs, products or any item of poor character, which, in the sole judgment of Show Management, is detrimental to or unsuitable for SEMA Ignited or jeopardizes SEMA Ignited's safe operations. This right may be exercised by Show Management at any time, regardless of whether it is before or during SEMA Ignited. In the event the right is exercised during SEMA Ignited, Show Management shall not be liable for refund of exhibit space rental fees, exhibit equipment rental fees or any other expense incurred by reason of Show Management's removal of objectionable contents or cancellation of the exhibit space or any portion thereof. Exhibitor hereby expressly waives any and all rights and claims, actions and 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, agents, employees and/or servants for such removal and/or cancellation.

4. ELIGIBILITY

Show Management reserves the right to determine eligibility of Exhibitor for inclusion in SEMA Ignited prior to, or after, submission of the Exhibit Space Rental Application. Show Management will determine the appropriateness of products to be exhibited by their distinctive characteristics or performance capability. Show Management also reserves the right to prohibit display or advertisement of products at any time if display or advertisement of such products would not meet SEMA Ignited objectives or would cause Exhibitor to be in violation of these Exhibitor Rules & Regulations, the Exhibit Display Regulations, or the Intellectual Property Rights Policy

- A. Permitted Products.** Products displayed must be approved by SEMA Show Management prior to booth selection. If for any reason SEMA deems the product or nature of exhibitor display as inappropriate or not meeting the standards determined by SEMA Show Management, in its sole discretion, SEMA will not approve the product or exhibitor for SEMA Ignited. If for any reason the exhibitor displays product without approval SEMA will require the product or exhibitor removed from SEMA Ignited. Any refund due to removal of exhibitor/space from SEMA Ignited will be determined by SEMA Management in its sole discretion. **Non-Exhibiting Manufacturers Products.** Exhibitor may not display products or signage in or above their booth from eligible non-exhibiting companies unless approved in writing by Show Management. There can be a maximum of two representations for a non-exhibiting company on vehicles of no more than 50 square inches each. Representations by and/or media activities of non-exhibiting companies are prohibited at SEMA Ignited.

5. EXHIBIT SPACE ASSIGNMENT

Space Selection Process. The method of determining space assignment is established by Show Management and may be changed from time to time without notice to exhibitors in order to accommodate that which Show Management perceives as being in the best interest of SEMA Ignited. No rights or privileges are created for any Exhibitor as a result of previous space assignments or years of participation in the Show/ SEMA Ignited.

- ii. Exhibit Space Confirmation. Exhibit Space Confirmations are sent by email to each exhibitor after space is assigned. Included in the Exhibit Space Confirmations are (i) the number of the booth assigned; (ii) any restrictions that may apply to the booth assigned; (iii) obstructions, if applicable; (iv) explanation of any modifications made to the Exhibit Space Rental Application, if applicable; and (v) further instructions and guidance on how to prepare for SEMA Ignited.

- B. Floor Plan.** Show Management reserves the right to rearrange exhibitors or adjust the floor plan to accommodate the best interest of SEMA Ignited. The floor plan maintained by Show Management shall be the official floor plan. Changes may occur at any time to accommodate SEMA Ignited needs.

- C. Sharing or Subletting Booth Space.** Exhibitor shall not assign, sublet, share or apportion the whole or any part of the space allotted, or have representatives, products, equipment, signs, printed materials or any representation from any company other than the company contracted and assigned the exhibit space unless such assignment, subletting or sharing is approved in writing by Show Management.

- D. Assignment/Transfer.** This Agreement is non-assignable by Exhibitor except where assignment is in connection with sale or other transfer of the assignor's trade or business to the assignee, but such assignee shall display only products or services previously



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manufactured or marketed by the assignor, except with the express written consent of Show Management. In the event of such an assignment, assignor must provide written notification to Show Management at least thirty (30) days prior to the Show.

- . **Limitation of Services.** The Facility's only service is to provide the overall Show with electrical power, water and light as may be reasonably required as well as reasonable heating and/or air conditioning on Show days only, not specific utilities to individual exhibitors. The determination of what shall constitute reasonable for these purposes shall be defined in the sole and unfettered discretion of the Facility.

6. OPERATION AND CONDUCT

A. Exhibit Personnel.

- Attendants, models, and other employees and representatives of Exhibitor must confine their activities to the contracted exhibit space.
- Exhibitor personnel and 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 an exhibit space that is not staffed. Violators may be ejected from the Show.
- Exhibitor shall not photograph or video an exhibit or product of another exhibitor unless such photography or videography is approved in writing by the other exhibitor or Show Management.
- Exhibitor may not harass or antagonize another party, remove anything from another exhibitor's booth or register or give a badge to anyone not qualified to attend or exhibit at SEMA Ignited.
- Exhibitor may only serve legal papers upon another exhibitor by working with Show Management. Legal papers concerning intellectual property rights may only be served pursuant to the procedures set forth in the Intellectual Property Rights Policy, which can be found in the Exhibitor Manual on www.SEMAShow.com. Exhibitors may not serve such papers in the exhibit halls or public areas of the Las Vegas Convention Center unless accompanied by Show Management.
- Booths must be staffed during all SEMA Ignited hours. Exhibitors with booths that are not staffed during SEMA Ignited hours could be subject to loss of credentials for future shows and loss of other show privileges as determined by the SEMA Show Committee.
- No area of the Facility shall be used for any improper, immoral, illegal or objectionable purpose.

B. Attire. All Exhibitor personnel and their contractors must wear appropriate apparel at all times. This requirement prohibits, among other items, bathing suits, thongs, lingerie, excessively short skirts, painted bodies and transparent apparel. Show Management reserves the right to make determinations on appropriate apparel. Business or business casual attire is recommended. Exhibitors who are uncertain with regard to compliance with the appropriate apparel and entertainment regulations are encouraged to consult with Show Management in advance of SEMA Ignited.

C. Buyer Activities. Exhibitors are not permitted to host or sponsor any event off the SEMA Ignited floor that attracts buyers during exhibit hours unless such event is approved in writing by Show Management.

D. Outboarding. "Outboarding" occurs when a company that is eligible to exhibit at SEMA Ignited does not exhibit, but hosts buyers at a venue away from SEMA Ignited during set-up days or SEMA Ignited. Companies that engage in outboarding may be prohibited from exhibiting at the Show (including SEMA Ignited) for one to three years as determined by the SEMA Show Committees. Registration credentials will not be issued to any employee of a company prohibited from exhibiting due to outboarding. Exhibiting companies are encouraged to protect their investment and report any outboarding to Show Management.

E. Advertising Outside Exhibitor's Space. Exhibitor shall not distribute, or permit to be distributed, any advertising matter, literature, souvenir items or promotional materials in or about the Exhibit Areas except from its own allotted exhibit space unless such distribution is approved in writing by Show Management. Exhibitor shall not post or exhibit any signs, advertisements, show bills, lithograph posters or cards of any description on any part of the premises of the Facility, except within the Exhibitor's exhibit space and upon such space as is made available for such purposes by the Facility. Exhibitor shall not affix anything to the walls, columns, carpet, concrete or pavement, nor shall Exhibitor cause or allow anything to be projected on space or areas beyond Exhibitor's exhibit space without approval in writing from Show Management and the Facility.

F. Booth Noise. Music or noise emitting from the exhibit space shall not exceed 85 decibels. Exhibitors receiving requests from Show Management to reduce the music volume or noise level must immediately comply with the request or be subject to having the power to the sound system disconnected. After two requests from Show Management to reduce the music volume or noise level in Exhibitor's exhibit space, the power to the exhibit space's sound system may be disconnected for the remainder of the day. If there is a third violation, the power may be disconnected for the remainder of the Show.

G. Entertainment, Music. All music and entertainment must be in good taste and not include any lyrics that are inflammatory, sexually explicit, sexist, gang-related or violent or that promote activities of any type that defame or denigrate women, law enforcement or other established authorities. Dancing and modeling shall not include any lewd or sexually suggestive poses or actions. Show Management shall be the final authority on the acceptability of music played by Exhibitor and the activities of booth models and entertainers. Violators are subject to immediate closure of their booth, removal of booth personnel and/or closure of the exhibit for the duration of the Show.

H. Product Comparisons. Product comparisons that identify a company other than Exhibitor are prohibited unless approved in writing by Show Management. The distribution or display of materials showing product, written materials or other content from a company other than Exhibitor is also prohibited.

- . **Objectionable Exhibits.** See section 4.F. above regarding Show Management's right to remove and/or cancel exhibit space, or any portion thereof, that Show Management deems objectionable.



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I. Food and Beverage. Alcoholic beverages may not be served within an Exhibitor’s exhibit space without approval in writing from Show Management. Alcoholic beverages may not be served during Exhibitor move-in or move-out under any conditions. Any food or beverage items served within an Exhibitor’s exhibit space must be coordinated through the official Facility caterer. Preparation of food within Exhibitor’s exhibit space is prohibited. Exhibitor shall not bring into the Facility any food or beverages of any kind without approval in writing from the Facility’s official caterer.

J. Electrical. Electrical equipment and wiring require evidence of testing and approval by a nationally recognized testing laboratory and must conform to the electrical codes and regulations as indicated in the Exhibit Display Regulations.

K. Inspection. All displays will be inspected during move-in days November 3 and 4, 2022 and any exhibitor deviating from the Rules must make modifications to its exhibit space at Exhibitor’s expense prior to Show opening. If modifications are not made by Exhibitor, Show Management will instruct its official contractors to make any necessary adjustments, at Exhibitor’s sole expense. Moreover, Exhibitor shall be responsible for all costs associated with ensuring any activities and displays outside, if applicable, are deemed safe under any and all conditions, as determined by SEMA in its sole discretion. SEMA will not be subject to any damages whatsoever should an activity or display be required to be terminated or removed by SEMA, or its designees, due to such circumstances.

L. Insurance. Exhibitor must have in full force and effect at all times Exhibitor is moving into, exhibiting at, conducting activities at, and moving out of the Show:

A policy of workers’ compensation insurance that meets all federal and state requirements; and Commercial general liability insurance on an Occurrence Form to include Premises Liability, Products and Completed Operations, Personal and Advertising Injury, Medical Expenses, Damage to Rented Premises, and Blanket Contractual Liability coverage, with limits of at least \$1,000,000 per occurrence, \$2,000,000 aggregate as follows:

General Aggregate	\$2,000,000
Products and Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Damage to Rented Premises	\$100,000
Medical Expenses	\$5,000

These coverages must be evidenced by a Certificate of Insurance (“Certificate”) with a 30-day notice of cancellation provision to the holder. The Certificate must name the Specialty Equipment Market Association, the Las Vegas Convention and Visitors Authority and Freeman as additional insureds and Certificate must be provided to Show Management at least 30 days before Exhibitor Move-In, or 30 days before Exhibitor’s first day of scheduled activities at the Show, whichever is earlier. Exhibitor agrees that this insurance coverage will have a Best Rating of A, VIII or better, and coverage will be primary and non-contributory to any other insurance coverage and provide a Waiver of Subrogation in favor of the Specialty Equipment Market Association, the Las Vegas Convention and Visitors Authority and Freeman. This policy will be strictly enforced.

Exhibitor will not perform or permit to be performed anything in or upon any portion of the Exhibit Areas, or bring or keep anything therein or thereon which will in any way conflict with the conditions of any insurance policy upon the Show or Facility or any part thereof, or in any way increase any rate of insurance upon the Facility or any property kept there without written consent of the president of the Facility. Furthermore, Exhibitors must secure and present proof of insurance to Show Management, as specified below:

- i. Dangerous Activity – If Exhibitor is performing an activity within their exhibit space or elsewhere in or around the Facility that could potentially pose a risk (e.g., hot works, welding, painting or spraying, driving demos, etc.), Exhibitor must provide Show Management additional proof of a policy of event liability insurance (“Participant Liability Insurance”) in the amount of \$5,000,000 and participant accident medical insurance coverage (“Participant Accident Medical Insurance”) in the amount of \$3,500, all naming the Specialty Equipment Market Association, the Las Vegas Convention and Visitor’s Authority, and Freeman as additional insureds. Exhibitor warrants that the Participant Liability Insurance and Participant Accident Medical Insurance coverage will have a Best Rating of A, VIII or better, and coverage will be primary and non-contributory to any other insurance coverage and provide a Waiver of Subrogation in favor of the Specialty Equipment Market Association, the Las Vegas Convention and Visitor’s Authority and Freeman.
- ii. Booth Set-Up – All exhibitors using the services of an Exhibitor Appointed Contractor (EAC) are responsible for ensuring that EACs conform to all Exhibitor Rules, Regulations and Guidelines as included in the Exhibitor Services Manual on www.SEMAShow.com. All EACs must carry their own insurance in addition to all insurance required of Exhibitor, and are subject to the same insurance requirements as applies to Exhibitors as set out herein.
- iii. Auto Liability – If Exhibitor is operating a vehicle in the Facility, including any operation incident to display of a vehicle within a booth, Exhibitor must provide Show Management proof of Auto Liability coverage with a Combined Single Limit of \$1,000,000 that provides coverage for Bodily Injury and Property Damage for Owned and Non-Owned autos.

N. Prohibited Equipment / Materials / Chemicals / Explosives. Exhibitor will not put up or operate any engine, motor or machinery on the premises, excepting normal equipment utilized to set up and dismantle exhibits, or use or store explosives, oils, burning fluids, camphene, kerosene, naphtha or gasoline for either mechanical or other purposes, or any agent other than electricity for illuminating purposes.

O. Weapons. Fireworks, weapons, explosives, and firearms including replicas and/or toy weapons of all kinds are prohibited from the premises of the SEMA Show. This prohibition applies to interior and exterior premises, including parking areas, and also applies to all vehicles and displays whether the weapons are permanently or temporarily affixed. Any exceptions to this policy must be granted in writing by Show Management.

P. Hazardous and Combustible Materials. Harmful or noxious odors or fumes must be negligible and contained within Exhibitor’s exhibit space. Hazardous and combustible materials are prohibited unless approved in writing by Show Management. Exhibitor is



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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.

Q. Damages. Exhibitor shall yield the Exhibit Areas back to the Facility at the conclusion of the Show in good condition and repair, ordinary wear and tear excepted. Any costs incurred by Show Management or the Facility to restore the Exhibit Areas to its condition prior to the Show, including but not limited to removal of signs, balloons, tape and other things not removed by Exhibitor, shall be the responsibility of Exhibitor. Exhibitor is responsible for all damage to any property caused by Exhibitor personnel.

R. Intellectual Property Rights, Imitating Anti-Counterfeiting Policy. As more fully set forth in the separate Intellectual Property Rights Policy included in the Exhibitor Manual on www.SEMAShow.com, which is incorporated herein by reference, all Exhibitors shall comply with the policy on Intellectual Property Rights. No Exhibitor may sell, offer, advertise, or display counterfeit or knock-off products. SEMA reserves the right, in its sole discretion, to prohibit a company from attending or exhibiting at a SEMA-sponsored show if said company sells, offers, advertises, or displays counterfeit or knock-off products or any product that SEMA deems to be deceptively or illegally marketed. Additionally, violation by an Exhibitor of these rules could result in a written warning, removal of offending items from your company's booth, closure of your company's booth, loss of seniority points, rejection of an application to attend or exhibit at a SEMA-sponsored show, rejection or revocation of membership status, and/or exclusion from future SEMA-sponsored shows, as an exhibitor or attendee.

S. Accidents/Incidents. Any accident or incident involving or occurring in Exhibitor's booth, or as it relates to booth personnel must be reported to Show Management as soon as possible. Show Management will create a report of the incident, and where applicable, provide Exhibitor with a "Theft/ Damage Report" or "Injury Report."

T. Lotteries and Contests. The operation of games of chance or lottery devices, or the actual or simulated pursuit of any recreational pastime is prohibited unless approved in writing by Show Management.

U. Retail Sales. Unless given prior written approval from Show Management, Exhibitors are not permitted to sell products for delivery at the Show, orders may be taken for future delivery only, unless such sales are approved in writing by Show Management. If Show Management approves an Exhibitor selling merchandise, Exhibitor agrees that Exhibitor is solely responsible for all licenses, permits, and remittance of taxes resulting from such sales and agrees to hold SEMA and Show Management harmless from all claims and damages arising out of such failure or from these sales.

V. Photography/Video/Recording.

No exhibit, performance or event presented at SEMA Ignited shall be photographed, videotaped, broadcast or recorded for commercial use, sale or distribution of any kind unless approved in writing by Show Management. If found in violation of this section, Exhibitor agrees to surrender recording devices and media content immediately at the request of Show Management. No entity may use any audio or visual recording or streaming devices, including film, videotape, DVD, webcam, or any other similar methods which may be available to capture audio or visual at the Show or its events unless approved in writing by Show Management. Recorded content from the Show and its events is available from SEMA and may be provided to third parties, including media outlets and legitimate news organizations. SEMA may provide recorded content for commercial use at prevailing rates. SEMA is responsible for the approval of all requests for access to obtain audio or visual from all SEMA events.

Every person operating an audio or visual recording device, including but not limited to videotape, film camera, digital video cameras and webcams at the Show must display the proper credentials issued by SEMA. No entity may supply, sell or resell any audio or visual material of any Show/SEMA Ignited without the express written consent of SEMA.

No entity, with the exception of official SEMA licensees, may represent that it is the official, authorized, or sole provider of SEMA Ignited content or coverage.

Exhibitor hereby waives its right of refusal to have its personnel, as well product or exhibit, photographed, videotaped, broadcast or recorded in any medium for any use whatsoever by Show Management and/or entities authorized by Show Management, including without limitation, uses by SEMA Ignited- authorized or sanctioned media producing broadcasts derived from material gathered at SEMA Ignited. In consideration of being allowed to participate in SEMA Ignited, the participant ("Participant") hereby grants the SEMA Show and its partners, authorized contractors and assigns: (1) full and unconditional permission to make still or motion pictures and any other type(s) of audio, video or visual recordings of Participant's activities and participation in SEMA Ignited and events, at the site of the events, and before, during and after the events; and (2) the exclusive, worldwide and perpetual rights to use the same, together with the name, likeness and biography of Participant, its agents, employees and assigns, along with the names, likenesses and data of, or relating to, Participant's products and display, for publicity, advertising, endorsements, promotion and any other kind or type of use or exploitations, whether or not for profit, in print, audio, video, and other communications media by reproduction and sale or other distribution by any and all means now known or hereafter developed.

Music/Photographs/Other Copyrighted Material. Exhibitor warrants and represents that no music, literary or artistic work or other property protected by copyright, nor the name of any performing artist or group protected by trademark, will be performed, reproduced or used incident to the Exhibitor's participation in the Show, unless the Exhibitor has obtained written permission from the copyright or trademark owner or applicable performing rights organization (BMI, ASCAP or SESAC). Exhibitor acknowledges that it acts under this Agreement as an independent contractor, charged with the responsibility, in its sole discretion, for selection, performance, reproduction and use of any musical, literary and artistic works in its exhibit space as it deems appropriate and that it undertakes strict compliance with all laws respecting copyrights and trademarks. Exhibitor agrees to indemnify, save and hold harmless Show Management and the Facility and their directors, officers, agents, employees and servants from and against all claims, costs and expenses, including legal fees, demands, actions and liabilities of every kind and character whatsoever with respect to copyright and trademark rights, royalties and fees incurred by reason of Exhibitor's performance, reproduction or use of any musical, literary or artistic works or other property protected by copyright or the name of any performing artist or group in Exhibitor's exhibit space.



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

A. Freight Target Times. Exhibitors are assigned a specific date and time (“Freight Target Time”) by Show Management to systematically unload freight at a designated site at the Show. Missing this time may result in additional fees. However, this does not apply to hand-carry freight or booth vehicles. Exhibitors may also ship freight to the warehouse of the Official Service Contractor (currently, Freeman) prior to the Show. Any freight received at the Official Service Contractor’s warehouse will be delivered according to Exhibitor’s Freight Target Time. Exhibitors shipping direct to the Las Vegas Convention Center prior to the Show are solely responsible for meeting their Freight Target Times. Target times are posted in the Exhibitor Service Manual in August.

B. 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 and scheduling vehicles for the smooth and efficient move-in and move-out of the Show. 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. See the “Hand Carry Rules” in the Exhibitor Manual on www.SEMAShow.com for more instructions and qualifications.

C. Labor. The Exhibitor agrees to abide by all requirements of Show Management, Freeman, the Facility, and their agents pertaining to the use of union labor in the Exhibit Areas, and to abide by all labor regulations as stated in the Exhibitor Manual on www.SEMAShow.com. 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’s full-time company 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 may be used for installation). For safety reasons, Exhibitors may not do any installation work that requires standing on a ladder over 30 inches high.

D. Display Installation Deadline. All displays must be in place by 12:00 p.m. on Friday, November 4. Display material, cartons and refuse must be removed from the aisles, and empty crates labeled and ready for removal by 2:00 p.m. on the last move-in day.

E. Late Installation. If installation of any exhibit has not started by 12:00 p.m. on Friday, November 4, then Show Management and/or Freeman shall erect the exhibit and Exhibitor will be billed for and agrees to pay for all charges incurred. Neither Show Management nor Freeman shall be liable for damages that may occur during this installation.

Space Abandonment. Any space not claimed and occupied by 12:00 p.m. on Friday, November 4, may be resold or reassigned by Show Management, without obligation on the part of Show Management for any refund to the Exhibitor whatsoever.

G. Removal of Product or Equipment. The removal of product and equipment from Exhibitor’s exhibit space prior to the end of SEMA Ignited requires that exhibitor obtain a merchandise removal pass from Show Management. Nothing may be removed on Friday, , between 3:00 p.m. – 10:00 p.m.

H. Timely Dismantle. Exhibitor agrees to dismantle its display as soon as practical after the end of SEMA Ignited. If teardown of the exhibit has not commenced by 12:00 noon the day after SEMA Ignited, then Show Management shall have the exhibit dismantled at the Exhibitor’s expense.

I. Early Move-out. Exhibitor shall not initiate move-out or abandon its exhibit prior to the official SEMA Ignited closing time. Violation will cause Exhibitor to be subject to a \$500 fine.

J. Safety Requirements / Smoking. Exhibitor shall not allow its display to block the view of, or impede access to fire alarm boxes, fire hose cabinets, fire extinguishers, fire strobe lights, or other safety equipment. Smoking is prohibited in the Las Vegas Convention Center and the Exhibit Areas

K. Exhibitor-Appointed Contractors (EAC). An EAC is any contractor not listed in the Exhibitor Manual on www.SEMAShow.com as an official SEMA-designated contractor. All Exhibitors using the services of an EAC are responsible for ensuring that the EAC conforms to the regulations included in the Exhibitor Manual on www.SEMAShow.com.

L. Outbound Freight. All freight must be ready for shipment no later than 12:00 noon on Saturday following the Show or Freeman will remove it at Exhibitor’s expense. Exhibitor freight will be sent with an official freight carrier of Freeman or sent back to Freeman’s warehouse where storage fees will accrue if carrier fails to meet check-in deadline. Freight fees under these conditions are generally greater than those paid inbound by the Exhibitor. Exhibitor further agrees to indemnify and hold Show Management harmless against any and all claims which may arise from the dismantling, including without limitation, damages to the premises, the display or personal injury due to holdover by Exhibitor past its allotted time of occupancy.



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M. Move-out Security. Exhibitor personnel should remain in the contracted exhibit space until Exhibitor's display materials are secured and accepted by the freight carrier or otherwise removed by Exhibitor. Show Management and Freeman assume no responsibility for exhibit material left unattended in the exhibit hall during move-out. Submission of a Material Handling Agreement to Freeman does not transfer responsibility to Freeman.

8. ADMISSION REGULATIONS

A. Children. No one under 16 years of age is allowed during Exhibitor move-in and move-out.

B. Badges. Admission to SEMA Ignited is by official Show registration badge. Badges must be worn at all times, including move-in and move-out. Exhibitor is responsible for ensuring badges are provided only to the company's personnel. Exhibitors will be provided with credentials upon arrival for set-up identifying them as authorized to access the event space for set up and take out. Exhibitor badges may not be ordered for or transferred to buyers or non-employees. Doing so may result in loss of seniority points. Badges are the property of Show Management and are non-transferable. Exhibitor waives any right to claim for damages against Show Management or the Facility for the ejection of any person or persons from the Facility by the Facility or Show Management where, in the sole determination of the Facility and/or Show Management, such person or persons have or likely will create a danger to public health and/ or safety or behave in an objectionable manner.

C. VIOLATIONS

The Exhibitor shall be bound by the Rules (as defined in section 2 herein to encompass these Exhibitor Rules & Regulations, the Exhibit Display Regulations and the Intellectual Property Rights Policy), and by such additional rules and regulations which may be established by the Facility and Show Management including, but not limited to, those contained within the Exhibitor Manual on www.SEMAShow.com. Show Management shall enforce all Rules and such additional rules and regulations, and its decision on these matters will be final. All matters and questions not covered by the Rules and such additional rules and regulations shall be subject to the final judgment and decision of Show Management. Any violation by the Exhibitor of any of the Rules and such additional rules and regulations shall subject Exhibitor to cancellation of the agreement to occupy exhibit space, to forfeiture of any monies paid on account thereof, and could make Exhibitor subject to loss of credentials for future shows (including future SEMA Ignited) and loss of other show privileges. Upon Show Management notifying Exhibitor of such cancellation, Show Management shall have the right to take possession of the Exhibitor's space, remove all persons and properties of the Exhibitor, and hold the Exhibitor accountable for all risks and expenses incurred in such removal.

D. COMPLIANCE WITH LAWS

Exhibitor agrees to comply with and be bound by all laws of the United States and the State of Nevada, all ordinances of Clark County, and wherever applicable, all rules and regulations of the police department and fire department and those policies and criteria established by the Facility for use of the Exhibit Areas, and all applicable rules and policies regarding vaccines, COVID-19 and/or other diseases and public health concerns, including but not limited to those of SEMA and Show Management. Exhibitor agrees that this Agreement shall be interpreted and enforced under California law, and this Agreement shall only be entered and/or interpreted in the state or federal courts in the State of California. Exhibitor, by executing this Agreement, submits to the jurisdiction of any and all California courts. Any dispute, cause of action or claim for relief, between or among Exhibitor, SEMA and the Facility regarding the terms, enforcement, interpretation, administration or performance of this Agreement shall be submitted to the California Arbitration Association for binding arbitration pursuant to the Uniform Arbitration Act as codified in California law. Exhibitor must conform to all standard fire codes of the Facility, including the rule prohibiting combustible materials and explosives in and around Exhibit Areas unless approved in writing by Show Management and Facility.

E. ACCESS CONTROL

24-hour access control will be provided from the start of move-in to the end of move-out. Show Management shall not be held responsible for the loss of any material by any cause and urges the Exhibitor to exercise normal precautions to discourage loss due to theft or any other cause. Show Management assumes no responsibility for goods delivered to the Exhibit Areas, or for materials left in the Exhibit Areas at any time. Exhibitors are encouraged to insure exhibit property against loss or theft.

F. DISRUPTION OF SEMA IGNITED

In the event the Facility or any part thereof, or other venues or hotels needed for the Show and/or SEMA Ignited, shall be destroyed, damaged by fire or other cause, or become unavailable in whole or in part, for a portion or for the entirety of the Show for any reason whatsoever, or if any casualty or unforeseen occurrence (including but not limited to COVID-19, or other epidemics or pandemics) shall render the fulfillment of this Agreement impossible, illegal, commercially impracticable or inadvisable, including, without limitation, the requisitioning of the Facility by any governmental entity, then and thereupon SEMA shall modify the Agreement to accommodate the Facility being unavailable and Exhibitor shall accept such modifications, or the Agreement shall be terminable by Show Management at its option. Exhibitor hereby waives any claim against Show Management for damages or compensation for such termination should the Agreement be so terminated. In the event the Show and/or SEMA Ignited is interrupted or canceled for any reason, Show Management, at its option, may return a portion of the amount paid for space after deduction of any amounts necessary to cover expenses incurred by Show Management in connection with the Show and/or SEMA Ignited. Such expenses shall include, but not be limited to, all expenses incurred by Show Management as a result of contracts with third parties for the provision of services or products incidental to the Show and/or SEMA Ignited, all out-of-pocket expenses incurred by Show Management incident to the Show and/or SEMA Ignited; and all overhead expenses of Show Management attributable to the production of the Show and/or SEMA Ignited. No monies will be returned should the dates or location of the Show and/or SEMA Ignited be changed by Show Management, but Exhibitor will be assigned space which Exhibitor agrees to use under these same rules and regulations. Show Management shall not be financially liable in the event the Show and/or SEMA Ignited is interrupted, canceled, moved or dates changed except as provided herein.

9. WAIVER OF LIABILITY AND WAIVER OF SUBROGATION

Show Management shall not be responsible for any damage, loss or injury that may happen to the Exhibitor or its agents, servants, employees or property from any cause whatsoever, except the gross negligence or willful misconduct of Show Management, its servants



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or employees, arising out of Show Management duties and responsibilities under the Agreement. Exhibitor expressly releases Show Management, its directors, officers, agents, employees, assigns and/or servants from any such loss, damage or injury. Show Management and the Facility assume no liability or responsibility for loss or damage to Exhibitor due to fire, theft, breakage or any other reason. Show Management and the Exhibitor agree to waive the right of subrogation by their insurance carriers to recover loss sustained under the respective insurance contracts for real and personal property. Show Management, its staff, employees, or agents assume no responsibility or liability whatsoever in matters relating to restrictions imposed on any Exhibitor by any governmental agency. Exhibitors shall obtain workers compensation insurance, and provide proof of it for all employees of Exhibitor if requested by Show Management.

10. INDEMNIFICATION

Exhibitor, for itself, its directors, officers, employees, agents, representatives, servants, licensees, invitees, patrons, guests and contractors and their personal representatives, assigns, heirs and next of kin (all referred to collectively herein as "Exhibitor") hereby releases, waives and discharges SEMA or the Las Vegas Convention and Visitors Authority, their directors, officers, employees, agents, representatives, servants, licensees, invitees, patrons, guests or contractors (all referred to collectively herein as "Releasees") and each of them, from all liability to Exhibitor for any and all loss, damages, claims or demands therefore on account of injury to the person or property or resulting death of Exhibitor arising out of or relating to the Show and SEMA Ignited, including but not limited to injury, loss or death arising out of exposure to or contracting COVID-19 or any other disease or illness, whether caused by the negligence of the Releasees or otherwise (but not the gross negligence or willful misconduct of Releasees) and Exhibitor further covenants not to sue, file or maintain any action in law or equity against the Releasees in connection with any such loss, damages, claims or demands. Exhibitor hereby agrees to indemnify, save and hold harmless the Releasees and each of them from and against any loss, liability, damage or cost Releasees may incur from any and all claims, demands, actions, causes of actions, penalties, judgements and liabilities of every kind and description (including court costs and reasonable attorneys' fees) for injury to and/or any death of persons, and damage to and/or loss of property caused by, arising from or growing out of the acts or omissions of Exhibitor incident to the Show and/or SEMA Ignited, including without limitation, any and all activities Exhibitor may be conducting at the Show and/or SEMA Ignited, or from any breach by Exhibitor of any term or condition of this Agreement. Exhibitor hereby assumes full responsibility for any risk of bodily injury, death or property loss or damage arising out of or related to the Show and SEMA Ignited, whether caused by the negligence of Releasees or otherwise. Exhibitor hereby agrees that this Release and Waiver, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by Releasees and is intended to be as broad and inclusive as is permitted by the laws of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

11. EXHIBITOR REPRESENTATIVE

The signer of the Exhibit Space Rental Application, by either electronic or wet ink signature, shall be the official representative of the Exhibitor ("Exhibitor Representative") and shall have the authority to act on behalf of the Exhibitor.