

GEN CON INDY 2013

August 15-18, 2013 | Indiana Convention Center | Indianapolis, IN

APPENDIX A **Exhibitor Rules and Regulations**

This document supplements and applies to Gen Con Indy 2013 Exhibitor Application Form.

A. Official Representation

To be considered an exhibiting manufacturer for the purposes of this policy, a company must:

1. Be registered as an official exhibitor with Gen Con LLC, by completing an Exhibitor Application Form, and making required payments.
2. Occupy a booth whose official designation is the name of the company, and staff the booth at all times during exhibit hall hours.

B. Booth Sharing

General

1. Exhibiting companies may share booth space with other organizations pending Show Management approval. The primary or "host" company is responsible for completing a separate application for each "share" company and for the payment of all booth fees and associated costs. Share companies will receive an allotment of exhibitor badges (two), and a listing in the Official Gen Con Show Guide.
2. Exhibitors are not permitted to assign, sublet or share any part of their exhibit space without the approval of show management.
3. Companies that are sharing booth space must have at least 100 square feet per company sharing in order to be eligible for event space rental and sponsorships.
4. Shared booth space must be contiguous with the primary company's booth placement. For primary companies with multiple separate booth spaces, the primary company must occupy at least 50% of the footprint of each discrete booth division. Please email exhibitors@gencon.com if you need help with this issue.

c. Booth Space Assignment:

1. All space is assigned solely by Gen Con Show Management. While show management will attempt to accommodate exhibit space requests, show management reserves the right to modify the floor plan to serve the best interests of the event. Such a modification does not relieve exhibitor of contracted liability. Gen Con LLC's decisions about exhibitor space assignments are final and binding.
2. Booths are placed in the following order:
 - a) Co-Sponsor Placement. If there are multiple Co-Sponsors, then the Co-Sponsors will be placed in priority points order from highest to lowest. If multiple Co-Sponsors have the same number of priority points, then Co-Sponsors will be placed in order application was received, by date. Final tiebreaker is alphabetical by most recently used exhibiting as name.
 - b) After all Co-Sponsors have had their booths placed, next, companies that have priority points will be placed in order of priority points ranking, from highest to lowest. This only applies to companies with priority points which complete an application and deposit on or before the current year's rebooking deadline (January 23, 2013 for Gen Con Indy 2013). If multiple exhibitors have the same number of priority points, then when it is time for those exhibitors at that tier of points to be placed, they will be placed in order application was received, by date. Final tiebreaker is alphabetical by most recently used exhibiting as name.
 - c) After all above-listed exhibitors have received booth placement, then all remaining exhibitors are placed in order application was received, by date. If multiple companies have the same application receipt date, then their placement order will be chosen at random from among all companies that booked on the same date.

D. Cancellation Policy

1. Cancellation by Show Management: If an exhibitor fails to comply with the payment terms as outlined in this application, or fails to adhere to the rules, regulations and/or policies set forth in this application, Gen Con Show Management reserves the right to cancel exhibit space without issuance of a refund.
2. Cancellation by Exhibitor: Exhibitors wishing to cancel an exhibit space reservation must provide show management with the request for cancellation in writing. Cancellation of space will result in the forfeiture of all monies previously paid to Gen Con. Exhibit space costs will not be refunded.
3. Gen Con Show Management may reassign or resell any cancelled space, at its sole discretion, regardless of previously paid exhibit costs.

E. Exhibitor Badges

1. Exhibitors are allotted two exhibitor badges for every 100 square feet of contracted exhibit space.
2. Official share companies are allotted two exhibitor badges per company regardless of the amount of space they occupy within the booth of a host company.
3. Badges are created through Gen Con's registration system at <http://www.genconreg.com>. Exhibitors must use this registration system to create badges. Gen Con staff will communicate instructions for use of badge allocation during Q2 of each year.
4. Badges beyond the allocated number of complimentary allotment are available at the cost of a general 4-Day badge.
5. Badges entered into the registration system after June 30, 2013, may be subject to later availability onsite at exhibitor HQ, as they will be created onsite. All exhibitor badges will be available for pick-up at the Exhibitor Services desk on-site at the convention center located outside of the Exhibit Hall. Badges will not be mailed prior to the show.

F. Equipment Provided

1. Each 10x10 space is allotted one eight-foot skirted table, two folding chairs, and one wastebasket.
2. Peninsula or island booths are allotted one 8-foot skirted table, two folding chairs, and one wastebasket per 100 square feet of space.
3. If you have secured a peninsula or island configured exhibit space, and you intend to utilize your complimentary furniture allotment, you must specifically make the request of the official Show Decorator, George E. Fern Company.

G. Exhibitor Convention Policies

Gen Con LLC must enforce certain policies, impose rules and regulations, and set standards for Exhibitors in order to ensure a safe, equitable, and successful Gen Con.

H. Security

Uniformed and undercover Exhibit Hall security personnel will be present during all hours of the show and after hours; however, Gen Con LLC is not responsible for property loss, so please arrange your exhibit to discourage shoplifting. Show Management strongly encourages all exhibitors to take reasonable precautions to prevent theft and damages. If an incident occurs, please inform staff at the Exhibitor Services booth immediately.

I. General Rules and Regulations

1. Handbill distribution is permitted only within the exhibiting company's booth or at exhibitor sponsored events. No material may be posted on convention walls, fixtures, or furniture. Violators are responsible for all fees and damages incurred from the removal of such postings.
2. Adhesive stickers are prohibited in the Convention Center. Exhibitors are liable for all costs and expenses associated with sticker removal.
3. Absolutely no selling, soliciting, or handbill distribution is allowed outside of rented booth spaces, unless such a distribution has been secured through an official Gen Con Event Marketing Program or Sponsorship. Violators will be removed from the convention. In the case of violating exhibitors, the exhibitor and all employees will be removed from the convention.

4. Exhibitors must comply with, and be bound by, all laws, ordinances, and regulations of the country, state, county, city, facility, and, whenever applicable, police and fire departments.
5. Authorized company representatives must staff exhibits during all exhibit hall hours.
6. No exhibitor or member of an exhibit may promote, display, or behave in a manner considered offensive to decency or good taste as determined by Show Management.
7. Demonstrations and all other activities must be confined to the limits of exhibitors' booths. Aisles may not be obstructed at any time. Exhibitors may not conduct activities of any kind that lead to congestion of aisle traffic.
8. Music may not be played without the proper license of copyrighted music. Volume must be appropriate as determined by Show Management.
9. Attendees and exhibitors are expressly prohibited from carrying weapons and/or weapon replicas. Weapons on display must be secured to tables or display for safety. Weapons purchased in the Exhibit Hall must be safely contained or packaged by the seller in such a manner that all edges are covered securely, and the purchaser must remove purchased weapons from the convention site to a safe location (hotel room or vehicle) at his or her earliest opportunity.
10. No one will be allowed into the Exhibit Hall during closed hours. All needed items and valuables must be taken with the exhibitor before the Exhibit Hall closes each evening. Exhibitors will be allowed into the hall one hour before Exhibit Hall opens and may stay up to one hour after it closes.
11. Gen Con LLC prohibits the sale and/or use of games of chance. Games of chance are defined as games in which a fee is paid specifically for the opportunity to receive an item of interest or value. Games of chance are permitted only as a free promotion or giveaway. Under state law, raffles are illegal unless they involve an element of skill. In other words, you can't give every customer a ticket for a chance to win a prize unless there is an element of skill involved with each ticket, such as answering a question correctly. Violators will be issued a warning to cease such activities, after which further violation may result in removal from the convention.
12. Drug paraphernalia, consisting of equipment, product, or material that is manufactured or modified for making, using, or concealing illegal drugs, is prohibited at Gen Con and may result in removal from the convention.
13. The removal of exhibits and materials prior to the official close of the Exhibit Hall will not be permitted. Exhibitors must remain present and open until closing on the final day. Exhibitors conducting an early teardown will be fined \$500.

J. Banner and Display Standards

1. All exhibit decorations must meet fireproof standards and city fire ordinances. Applicable certification must be presented upon request.
2. Electrical equipment and wiring must conform to national and local electrical codes.
3. All exhibitors and their authorized subcontractors must have liability insurance. Full insurance must be carried for the entire duration of the show, including setup and teardown. Comprehensive general liability coverage must include premises, operations, and contractual liability coverage. Commercial automobile insurance is required of vehicles accessing the marshaling yard and docks. For exhibitors selling merchandise, product liability insurance is recommended, but not required. Evidence of insurance must be furnished to Show Management upon request; and in cases where exhibits include truss, towers, high-walls, multiple stories, or other complicated structures and/or fixtures Gen Con LLC may require the exhibitor to provide a certificate of insurance naming "Gen Con LLC, and its board of directors, officers, agents and employees" as an additional insured. If evidence of insurance or certificates are requested by Gen Con, the exhibitor must provide the required documentation prior to load-in.
4. All exhibit displays should be designed and erected in a manner that will withstand normal contact or vibration caused by neighboring exhibitors, hall laborers, or installation/dismantling equipment, such as fork lifts. Displays should also be able to withstand moderate wind effects that may occur in the exhibit hall when freight doors are open.
5. For any company whose booth includes constructed elements of greater than eight feet of elevation, the company must submit plan view (top-down view) and elevation view (view from the front, showing height) designs to Gen Con's exhibitor team at exhibitors@gencon.com. Plans must be received on or before June 1, prior to that year's show.

6. All exhibit features and components exceeding eight feet in height must have drawings available for inspection by Show Management, the installation and dismantling contractor, and government authorities during the time the exhibit is being erected, exhibited, and dismantled at the show site.
7. Gen Con staff will review plans for policy adherence. Such approval is in no way an engineering review.
8. Banner and sign hanging is closely regulated by the facility. There are specific restrictions to the types of signs that may be hung from the ceiling, as well as to the electrical connections required to power them. There will be order forms included in your decorator packet that require specific information concerning shipment, freight assignment, etc.
9. Companies with booth dimensions 20' x 20' or larger, in an island or peninsula configuration, may hang rigged banners from the ceiling. Rigging orders are placed through the Indiana Convention Center. Exhibitors must submit images of their banners to exhibitors@gencon.com for approval. Banners rigged from the ceiling must be 12 feet when measured from the Exhibit Hall floor to the bottom of the banner and no higher than 22 feet from the floor to the top of your banner.
10. For companies in 10' x 10', endcap or peninsula booths, any banners or graphics that are visible above the 8' pipe & drape in your booth or banner must be single sided with a finished back that faces the neighboring booth. In other words, you can't have your brand images or logos appearing in someone else's booth, by using double-sided banners above the back of your booth.
11. Displays and activities must be designed so that they do not block or reduce the flow of traffic. This is a fire and safety consideration that both Show Management and the Convention Center will enforce.
12. Full cubic content booths
 - a) Booths that build out to the edge of the assigned space must not have any items extending over the aisle.
 - b) Companies using a full cubic content type booth must conduct any sales and demonstrations from inside the footprint of the booth, and may not position staff in the aisles, except for management of attendee queues.

K. Standards for Gen Con

1. Profanity—The gratuitous use of profanity and symbols considered vulgar by contemporary standards of a product's target market is not acceptable unless integral to a character or story. At the sole discretion of Show Management, such material may not be advertised, displayed, or sold at Gen Con.
2. Violence and Gore—Products depicting lurid scenes of excessive bloodshed, gory or gruesome crimes, depravity, lust, filth, sadism, or masochism, presented editorially or graphically, are unacceptable. Products featuring depictions of unnecessary violence, brutality, physical agony, and gore, including but not limited to, extreme graphic or descriptive scenes presenting cannibalism, decapitation, evisceration, amputation, or other gory injuries, may not be advertised, displayed, or sold.
3. Sexual Themes—Displays containing items and/or sexual themes are not permitted. Products depicting rape and graphic lust may not be advertised or sold.
4. Products featuring sexual perversion and/or sexual abnormalities are unacceptable for advertising, display, or sale.
5. Nudity—Displays or advertising containing nudity are not acceptable. Degrading or salacious displays are unacceptable. Explicit depictions or facsimiles of reproductive organs are not permitted.
6. Affliction—Advertising or selling items containing disparaging graphic or editorial references to physical afflictions, handicaps, or deformities are not permitted.
7. Supremacy—Advertising or selling products that depict minority and/or nationalities as inferior to other races is not permitted.
8. Religion and Mythology—Actual, current religions are not to be depicted, ridiculed, or attacked in any way that promotes disrespect. Ancient or mythological religions, such as those prevalent in ancient Greek, Roman, and Norse societies, may be portrayed in their historic roles. Satanic symbols, rituals, and phrases are not permitted in any advertisements or displays.

9. Unacceptable Activities—Actual rituals (spells, incantations, sacrifices, etc.), weapon designing, the use of illegal devices, and activities of a criminal or distasteful nature may not be presented in ads, displays, or conducted onsite.
10. Addictions—Addictions of any kind should not be presented as glamorous or entertaining. Addiction or the encouragement of addiction should be shown as a dangerous habit with harmful effects.
11. Wearing and Selling Costumes or Weapons—Advertising, wearing, and selling costumes is permitted if they are in good taste and do not present a hazard to others such as sharp edges or protrusions (measured by contemporary standards/values). All twentieth-century costumes or uniforms are prohibited from the convention. Uniforms of those currently on active duty in the military are exempt, assuming they are properly attired. No one may carry weapons or weapon replicas. Weapons for sale must be inoperable and/or locked and/or encased and/or have a limited range of motion so that customers do not have access to them.
12. Video reproductions—you must be officially licensed to sell videos. Sales of reproductions (bootlegs) will not be tolerated.
13. Compliance—All exhibitors and advertisers are obligated to comply with these standards. Failure to comply will result in the refusal of advertising materials, alteration or removal of unacceptable products/activities, or closure of exhibits/displays found to be in noncompliance. In this case, no refunds will be issued for exhibit space or badges.

L. Application Fees, Booth Specifications, and Services

1. Companies, organizations, or individuals selling or promoting products or services at Gen Con must rent exhibit space and must confine such activities to the space so rented. Exceptions to this requirement must be obtained in writing from Gen Con LLC prior to the start of Gen Con.
2. Exhibit space assignments will be confirmed only when payment and this signed agreement are received by Gen Con LLC. A deposit of 50% of the total cost is required. The final cost of all exhibit space is determined by the postmarked date of the final and full remittance. All booths must be paid for in full a minimum of thirty days before the start of the show. Failure to pay in full prior to thirty days before the start of the show will result in the release of your booth space and the forfeiture of your deposit.
3. NSF checks will be charged a \$35 processing fee and another form of payment must be used such as a money order, cash or credit card.
4. Exhibit space will be assigned as detailed under “Exhibit Information” in the Exhibitor Packet and according to the preferences indicated by each applicant.
5. Gen Con LLC’s decisions about exhibitor space assignments are final and binding.
6. The exhibit rental fee for each booth is described under “Booth Fees.”
7. Exhibitors must check in at Exhibitor HQ no later than 5PM on Wednesday prior to the start of the show. Exhibitors must have their booths “show-ready” by 8:45 AM on Thursday.
8. In the event an exhibitor fails to occupy his or her space, Gen Con LLC has the right to use said unoccupied space to suit its own convenience, including renting said space to another exhibitor without rebate or allowance due the defaulting exhibitor.
9. Exhibitors agree that if any default is made in any covenant or agreement contained herein, Gen Con LLC may, at its option, cease and terminate the contractual relationships. In such an event, Gen Con LLC may resort to legal proceedings to obtain possession of exhibitor’s exhibit space.
10. Gen Con LLC assumes no responsibility for including the name of the defaulting exhibitor, or descriptions of its products or services, in the Gen Con Program Book, brochures, news releases, or other materials stated herein, and all applicants hereby irrevocably grant Gen Con LLC the right to use their name, or describe their products and services.
11. Exhibitors may not begin dismantling any display before the official close of the Gen Con Exhibit Hall. Dismantling prior to the official close of the Exhibit Hall will result in a fine of \$500 and a loss of priority points for future Gen Con conventions.
12. Exhibitors using their own displays are responsible for arranging and paying for all transfer and storage fees, all labor and equipment rental necessary to assemble and dismantle said display, and all costs related to moving said display in and out of the exhibit area and the Gen Con site.
13. All exhibitor shipments must be addressed to George Fern Company, as per details provided by George Fern Company.

14. Gen Con LLC reserves the right to require the alteration or removal of any article or activity brought into the exhibit area that is deemed objectionable in nature or offensive to the average person attending Gen Con and shall not be held liable for loss, damage, or injury resulting from alteration, omission, or rejection of said material. Exhibitors agree to indemnify, defend, and hold harmless Gen Con LLC against any and all claim for such loss, damage, or injury.
15. Exhibitors will be given a reasonable period of time in which to consider any changes required by Gen Con LLC, and may withdraw material so altered if the exhibitor finds such changes unacceptable. See "Exhibitor Standards."
16. At the discretion of Gen Con LLC, exhibitors may lease multiple single tables and combine them to create an island or peninsula configuration. Convention management reserves the right to immediately charge and collect payment for island or peninsula rates. Any exhibitor who fails to comply will be removed from the Exhibit Hall without refund due or be charged additional exhibit fees equal to that of the reconfigured island or peninsula space.

M. Limitations on Representation

Exhibitors may not sublet or assign any portion of their display space without prior consent of Gen Con LLC.

N. Table Operation

1. No mechanical, electrical, or other apparatus will be allowed to create noise or otherwise interfere with other exhibitors in any way as solely determined by Gen Con LLC. Any exhibitor who fails to regulate such apparatuses when so asked by Gen Con LLC will be removed from the exhibit area.
2. No self-adhesive decals or helium balloons are permitted without the prior written consent of facility management.
3. Exhibitors may post and distribute promotional materials only from within their paid areas. All such material must meet the standard of good taste (see "Standards for Gen Con"). Exhibitors and their agents or employees may not affix promotional materials to the Gen Con site buildings, and exhibitors are not allowed to distribute materials that encourage the public to affix such materials to buildings.
4. Exhibitors agree to participate in all prize redemption, coupon promotions, and promotional programs as outlined.
5. Exhibitors may not engage in live-action gaming activities that pose any potential injury to participants or bystanders.

O. Security and Liability

1. Exhibitors are solely responsible for paying all applicable city, county, state, and federal taxes on sales and promotional activities at Gen Con.
2. Gen Con LLC will arrange for personnel to control access to the Exhibit Hall but is not responsible for any injury to exhibitors' agents, servants, employees, or damage to or theft of property from any cause prior to, during, or subsequent to Gen Con. Exhibitors hereby expressly agree to indemnify and hold harmless Gen Con LLC against any and all claims for such loss, damage, or injury.
3. Exhibitors are required to insure their own exhibits, display materials, merchandise, and personnel. Exhibitors agree to indemnify, defend, and hold harmless Gen Con LLC against any and all claims for loss, damage, or injury associated with exhibitor's vehicles, property, personnel, events, and general conduct at the event. In the event that Gen Con LLC or the owners of the convention site are held liable for reasons caused or aggravated by exhibitor's action or failure to act in any manner whatsoever, said exhibitors shall reimburse Gen Con LLC and/or the convention-site owners for all costs incurred.
4. Exhibitors are fully responsible for any loss, damage, or injury to the convention-site owners or personnel resulting from exhibitors' displays or actions.
5. Exhibitors are fully responsible for any loss, damage, or injury to Gen Con attendees resulting from exhibitors' displays or actions.

6. Exhibitors are liable to the convention services firm for any and all damage, from whatever cause, to rented or leased booth equipment and shall indemnify, defend, or hold harmless Gen Con LLC against any and all claims or suits for such damage.
7. Gen Con LLC reserves the right to cancel arrangements or contracts or close an exhibit whenever it is deemed necessary for the safety or comfort of those attending Gen Con whenever the exhibit, activity, or material sold is objectionable or offensive to the average person attending Gen Con, whenever legal conditions, convention policies, or requirements of the convention site so dictate, or whenever portions of the convention site are destroyed or damaged.
8. Likewise, Gen Con LLC reserves the right to cancel arrangements, contracts, or exhibits if Gen Con fails to take place as scheduled, is interrupted and/or discontinued, or access to the premises is prevented or interfered with by reason of any strike, lock out, act of war, act of God, emergency declared by a government agency or Gen Con LLC Show Management, or for any other reason that terminates this contract. In the event of such termination, exhibitors waive all claims of damages and agree that the sole liability of Gen Con LLC shall be the display space rental fee paid, less a pro rata portion of all costs and expenses incurred and committed to, by Gen Con LLC Show Management.
9. Gen Con LLC reserves the right of editorial discretion over any material submitted as Gen Con program advertising that is deemed objectionable to the average person attending Gen Con. Exhibitors must meet the Gen Con LLC Show Management standards of good taste.
10. Exhibitors will comply with all laws of the United States as well as all applicable state or local ordinances, rules, and requirements of police and fire departments or other authorities of such jurisdictions, will obtain all necessary permits and licenses with respect to their activities, and will not do or suffer to be done anything during the term of this agreement in violation of any such laws, ordinances, rules, or regulations. If the attention of said exhibitors is called to any such violation committed by said exhibitors, or committed by any person employed by or admitted to the premises by said exhibitors, said exhibitors will immediately desist and correct, or cause to be corrected, such violation. Exhibitors agree to indemnify, defend, and hold harmless Gen Con LLC from any and all costs, suits, and legal proceedings alleging violations of any such law or regulation.
11. Use of any product by any exhibitor, employee, or agent thereof containing the Gen Con trademark, the Gen Con logotype, or other trademarks owned by Gen Con LLC is prohibited without the express written permission of Gen Con LLC. Exhibitors agree that if any materials making such unauthorized use appear at the convention, Gen Con LLC shall have the right to take possession of and destroy all such materials, as well as to pursue other available legal remedies.
12. All matters and questions not covered by this application and these terms are subject to the decision of Gen Con LLC Show Management.
13. Exhibitors agree to abide by and conform to all additional rules and regulations from time to time adopted or prescribed by Gen Con LLC for the management of Gen Con and the exhibit areas.
14. Exhibitors acknowledge that they have read the preceding terms and conditions, expressly agree to comply with them, and authorize Gen Con LLC to enforce them.

P. Exclusivity

1. Any exhibiting manufacturer may claim full exclusivity to sell products produced by its organization if it meets the following criteria:
 - a. The product is listed in the most recent edition of Greater Games Industry Catalog (GGIC) as being produced by the exhibiting company. The GGIC is used as the governing document to enforce exclusivity.
 - b. The release date of the product occurred after the most recent issue of GGIC and the exhibiting company has other products listed in the GGIC.
 - c. The exhibiting manufacturer has requested and been granted exclusivity on products not listed in the GGIC by Gen Con LLC Event Management.
2. If Gen Con does not receive an Exclusivity Request list via email, it will not be included on the Master List. Only products included in the Master List will be conveyed exclusivity at Gen Con.

3. Games and gaming accessories are the only products eligible for exclusivity. Non-gaming products are not afforded any exclusivity rights.
 4. Exhibitors wishing to request exclusivity must send an Excel spreadsheet with company name, SKU and product description to exhibitors@gencon.com by June 22, 2013. No changes, additions, etc. will be made on-site.
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I have read the preceding Exhibitor Rules & Regulations and agree to the listed terms:

_____	_____	_____
Authorized Company agent or executive	Title	Date