

- This document supplements and applies to those accepted to exhibit at the Trade Day Marketplace.
- Only game publishers and manufacturers are eligible for this program.
- The audience/customers for this program are retailers, librarians, and educators. Product must be appropriate for this audience.

1. DATES & DEADLINES

- i. All dates are for the 2023 calendar year, unless otherwise noted.
- ii. All times are in Eastern time zone, unless otherwise noted.

Trade Day	Wednesday, August 2
Application Submission Period	Monday, February 6 through Monday, March 6
Vetting Period	Monday, March 6 through Monday, March 27
Application Status Notification	Week of March 27
Check-In / Set-Up	August 2, 8 am to 9:30 am
Exhibiting Marketplace Hours	August 2, 10 am to 5 pm
Check-Out / Strike	August 2, 5 pm to 6:30 pm
Payment Date	Due immediately upon receipt of Sales Order
Cancellation Notification	Monday, June 19

2. APPLICATION PROCESS

- i. Applicants must have an account in the Gen Con system.
- ii. Applicants must submit a completed application form (google form) during the application submission period.
- iii. All applications will be vetted; applicants will be notified either way of acceptance.

A. Wait List:

- i. Gen Con maintains a wait list in the event of a sell out; applicant will be contacted when a space becomes available.
- ii. An application must be received in order to be placed on the wait list.
- iii. You will be notified via email should an opening be available. There is a 48-hour turnaround regarding interest confirmation.

B. Vetting Process:

- i. Gen Con reviews all submissions for appropriate content and fit.
- ii. Gen Con reserves the right to refuse admittance for any reason.

C. Program Acceptance / Payment:

- i. Accepted applications will receive a Sales Order on their Gen Con account for invoicing and payment.
- ii. Payment is due immediately upon receipt of Sales Order.
- iii. Failure to pay on time will result in forfeiture of assigned space.

3. BUSINESS TAX LICENSE

- i. The seller of *anything* in the state of Indiana is *required* by the state to fill out and complete a business tax application (BT-1) with the Indiana Department of Revenue. Completing the BT-1 application online is the easiest and quickest way to do this.
- ii. Exhibitor is required to collect Indiana state sales tax and declare to the Indiana Department of Revenue.
- iii. It is the Exhibitor's responsibility to know, understand, and comply with these rules.
- iv. Exhibitor must have a current BT-1 in order to sell at the Trade Day Marketplace.

4. EXHIBIT SPACE

- The marketplace is located at the JW Marriot ("JW") hotel

A. Pricing:

- \$800

B. Equipment Provided:

- i. Exhibiting space includes: One (1) skirted table, two chairs
- ii. Table sizes are approx. 8' long x 30" wide
- iii. Approximate footprint square footage: 40 sqft

C. Usage & Operational Policies:

- i. One (1) table per company.
- ii. Half tables are not available. Sharing table space is prohibited.
- iii. Tables are non-transferable; Exhibitor is not permitted to re-assign, sublet, or share any part of their table space.
- iv. Only the Exhibitor or Exhibitor's representative may sell.
- v. Handbill distribution is permitted only within your exhibiting space. No material may be posted on walls, fixtures, or furniture.
- vi. You must remain within your table footprint. Attracting people to your table from aisles is prohibited.
- vii. Space is tight, being a respectful "neighbor" helps everyone maintain a professional and enjoyable experience.
- viii. No "carnival barking"/call outs. Keep aggressiveness to a minimum. Be respectful. Take "no" as an answer gracefully. If someone has expressed disinterest (whether verbally, physically, or other), leave it at that.
- ix. Gen Con LLC does not supply storage space. Items must be stored within the exhibit space.
- x. Exhibitors are responsible for providing their own packaging for sold items. Gen Con does not supply mailing tubes, bubble wrap, boxes, or other such materials.
- xi. Early check-out/strike is prohibited.

D. Display:

- i. Exhibitor is allowed one (1) pop-up banner.
 - a. Banner must not exceed 3' wide x 8' tall.
 - b. Banner to align with table (on one side) or live behind table.
- ii. Displays must not exceed 8' in height.
- iii. Exhibitor is welcome to bring your own table covering.
- iv. All items must be within the space footprint and may not extend past the front of the table.
- v. The footprint of the table cannot be altered in any way. Tables cannot be moved.
- vi. Additional tables, panels, etc. are prohibited.
- vii. Failure to comply with these restrictions may result in removal.

E. Table Staffing:

- i. Attendance at Trade Day is required. Exhibitors are responsible for staffing their own tables.
- ii. Table must have representation during marketplace hours.
- iii. There is a two (2) person limit associated with/to staff your table.
- iv. Badges are required for anyone staffing your table.

H. Priority Points:

- i. Those participating in the Trade Day Marketplace will earn five (5) priority points.
- ii. Priority points are calculated after each Gen Con and are added to company's total for the following year.
- iii. For more details on Priority Points, inquire with the Gen Con Exhibit Hall Manager.

F. Shipments:

- i. Gen Con LLC will not accept personal shipments at the Indiana Convention Center. If you need to ship material to coincide with your arrival, please contact your hotel or a local UPS/FedEx office to make arrangements. Shipments may also go through our provider, FERN.

- ii. Exhibitors are permitted to carry in their own product to their assigned table by hand or hand carts only. Machinery such as forklifts or palettes are prohibited. You must be able to carry in your own items.

G. Internet & Electricity:

- i. Gen Con LLC does not provide internet or power.
- ii. Wi-Fi is available; there are no guarantee on reliability.
- iii. The venue does offer internet and electric drops. Exhibitor is responsible for making arrangements and payments with the venue directly for these services if needed.
 - a. Internet – approx. \$100 (Mbps)
 - b. Power drop - approx. \$85 (10amp, 120volt)

5. CHECK-IN

A. Onsite:

- i. There will be a Trade Day Marketplace check-in at the JW hotel, 2nd floor.
 - a. Date: Wednesday
 - b. Check-in hours: 8 am - 9 am
- ii. All Exhibitors are asked to check-in prior to going to your table.

B. Late Arrival:

- i. Tables will be held until 9 am.
- ii. Any empty table will be removed after 9 am and Exhibitor will be considered a “no show”.
- iii. Refunds will not be granted/processed for no-shows.

6. CANCELLATIONS

- i. Refunds will not be processed without written notification.
- ii. Cancelled space may be reassigned or resold at Gen Con LLC discretion.

A. By Exhibitor:

- i. Exhibitors may cancel their involvement.
- ii. Cancellations must be received in writing (email accepted) by the Cancellation Notification deadline to receive a 50% refund of the table cost. Cancellations after this date will not receive a refund.
- iii. Send cancellation notice to TradeDay@gencon.com.
- iv. Refunds will be processed after written notification is received. Funds will be returned in the manner in which they were received. Allow up to one-month for processing.

B. By Show Management:

- If Exhibitor fails to comply with the payment terms as outlined in this document, or fails to adhere to the rules, regulations, and/or policies set forth, Gen Con LLC reserves the right to cancel the table space without issuance of a refund.

7. BADGES

- i. Exhibitor must have a current Gen Con Indy (“Convention”) badge in order to participate at the Trade Day Marketplace.
- ii. A Trade Day badge is not required for exhibiting in this space.
- iii. Badges are required for admittance to the Convention and must be visible/worn at all times while in the Exhibit Hall, Trade Day Marketplace, Indiana Convention Center, Lucas Oil Stadium, and area hotels hosting Gen Con events.
- iv. Badges are not provided as part of Trade Day Marketplace.
- v. Exhibitor is responsible for acquiring their badge through the Gen Con system. It is recommended this be done prior to the Convention to avoid long check in lines.
- vi. Exhibitor does not, nor should purchase a Trade Day badge to participate at the Trade Day Marketplace. There are no other restrictions on specific badge types for this program.

8. ADVERTISING

- Gen Con reserves the right to advertise and promote the program at its sole discretion.

A. Advertising Release:

- i. By submitting the application form, you grant Gen Con LLC the right to use your name, images, and titles of your product in promotional material for the Convention and/or program.

- Promotional material may include the following: Gen Con's website, onsite Program Book, email blasts, and our social media outlets.

9. OTHER POLICIES & REGULATIONS

- i. No live animals are allowed inside the Indiana Convention Center (ICC), Lucas Oil Stadium (LOS), and area hotels unless they are service animals.
- ii. Adhesive backed decals and stickers may not be given out inside the ICC, LOS, and area hotels by any client, exhibitor, or individual. Any costs incurred by the facility to remove any decals/stickers affixed to floors, walls, windows, doors, escalators, handrails, equipment, etc. inside the facility will be billed to the client associated with the sticker/decals.
- iii. Photography is allowed.
- iv. Exhibitor 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.

10. SECURITY & LIABILITY

- i. Gen Con LLC 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. Exhibitor hereby expressly agrees to indemnify and hold harmless Gen Con LLC against any and all claims for such loss, damage, or injury.
- ii. Exhibitor is required to insure their own exhibits, display materials, merchandise, and personnel. Exhibitor agrees 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 Exhibitor shall reimburse Gen Con LLC and/or the convention-site owners for all costs incurred.
- iii. Exhibitor is fully responsible for any loss, damage, or injury to the convention-site owners or personnel resulting from Exhibitor's displays or actions.
- iv. Exhibitor is fully responsible for any loss, damage, or injury to Gen Con attendees resulting from Exhibitor's displays or actions.
- v. Exhibitor is 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.
- vi. 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.
- vii. 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, Exhibitor waives 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.
- viii. 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. Exhibitor must meet the Gen Con LLC Show Management standards of good taste.
- ix. Exhibitor 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 Exhibitor is called to any such violation committed by said Exhibitor, or committed by any person employed by or admitted to the premises by said Exhibitor, said Exhibitor will immediately desist and correct, or cause to be corrected, such violation. Exhibitor agrees 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.

- x. 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. Exhibitor agrees 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.
- xi. All matters and questions not covered by this application and these terms are subject to the decision of Gen Con LLC Show Management.
- xii. Exhibitor agrees 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.
- xiii. Exhibitor acknowledges that they have read the preceding terms and conditions, expressly agree to comply with them, and authorize Gen Con LLC to enforce them.