

# **2017 Calgary Expo Holiday Market Exhibitor Policies**

## **15 EXHIBITOR & VENDOR POLICIES**

### **15.1 BADGES**

Badges issued by the Calgary Expo Holiday Market must be worn at all times while at the venue, including move in and move out. Badges must be picked up prior to entering the venue for move in.

#### **15.1.1 RESALE AND TRANSFERENCE**

Purchasing or procuring more badges than required for the purpose of resale is strictly prohibited. Vendors found to be reselling badges risk being removed from the show without the possibility of a refund and being disallowed from exhibiting at future shows and events of the Calgary Expo Holiday Market, as well as all affiliated shows and events.

### **15.2 SHIPPING AND DELIVERIES**

All deliveries and shipments to the show site must go through the authorized show decorator for the specific venue you are shipping to. The Calgary Expo Holiday Market shall bear no responsibility for any loss or damage to any freight shipped to any of its venues.

#### **15.2.1 Abandoned Freight**

Any freight left at the venue after the conclusion of the event that has not been registered with the show decorator or the Exhibitor Manager shall be deemed as “Abandoned Freight” and disposed of in accordance with transport authority legislation.

#### **15.2.2 Appointment Deliveries**

All exhibitors with large deliveries requiring a dock to offload (ie: semi trucks) must book appointments for both load in and load out from the venue. Please contact the exhibitor manager to book appointments. Missed appointments will be moved to the end of the appointment queue.

### **15.3 ONSITE PARKING AND TRAILER STORAGE**

All exhibitors must park in the designated exhibitor parking area provided by the venue. All trailers and semi-truck units must as well park in the designated areas provided by the venue. The Calgary Expo Holiday Market shall bear no responsibility for vehicles towed from any areas where parking for exhibitors is disallowed by the venue.

### **15.4 SUBLETTING**

Subletting of tables and booths is allowed if the Calgary Expo Holiday Market is contacted a minimum of 30 days before the show and made aware of any sublet arrangements. All sublet requests received after the 30-day mark will not be allowed. The Calgary Expo Holiday Market reserves the right to disallow any subletting agreement at their sole discretion. All unauthorized subletting is strictly disallowed and may result in the subletter as well as the original purchaser being removed from the show without refund and being disallowed from attending future shows.

### **15.4.1 Time Limitations**

Subletting will only be allowed for a maximum of two consecutive shows. Any attempt to sublet for any period longer will result in cancellation of your reserved spot.

## **15.5 VENDOR'S STAFF**

### **15.5.1 Hours and Staffing**

All booths and tables must be staffed for all **OPEN** hours of the show. If your space is found to be unattended for any duration longer than **one hour**, the Calgary Expo Holiday Market reserves the right to dismantle and store any items within the booth space at the exhibitor's own risk. The Calgary Expo Holiday Market bears no responsibility for damaged or missing items of the exhibitors.

#### **15.5.1.1 Move in/out - Underage Participants**

Absolutely no person(s) under the age of 15 years old can be on the show floor during Move In/Out and Setup. Any exhibitor being found to have underage individuals in the venue during these times will be given one written warning and asked to have the underage participants immediately depart the venue.

#### **15.5.1.2 Corrective Procedure**

Should the underage participants not immediately depart the venue, or should they re-enter the venue after receiving the written warning, the exhibitor risks being immediately removed from the Calgary Expo Holiday Market without refund.

### **15.5.2 Appearance**

All exhibitor staff working at any event of the Calgary Expo Holiday Market must be clean and well kempt in their appearance. The Calgary Expo Holiday Market reserves the right to request any staff member of any booth to depart the event should their appearance or cleanliness be deemed to not be to the standards of the company.

### **15.5.3 Entering and Exiting the Venue**

All exhibitors must use the designated exhibitor entrances and exits as requested by the venue or Calgary Expo Holiday Market.

### **15.5.4 Designated Contractors**

All exhibitors requiring contractors to set up or disassemble their booth must contact the Calgary Expo Holiday Market to ensure that they will be allowed onsite at the event. Contractors required for set up and tear down will be allowed onsite with a special badge designating them as off hour contractors. These badges will not allow admittance to the show floor during regular show hours. Should you require contractors during show hours, it will be the exhibitor's responsibility to purchase badges for them at the regular rate.

### **15.5.5 Unions and Union Labor**

Should the venue have any agreement with any union or union labor pool, these agreements must be honored by the exhibitor. In this case, no unauthorized non-union labor shall be allowed.

### **15.6 CHOICE OF PLACEMENT**

The Calgary Expo Holiday Market reserves the right to place vendors and exhibitors at their sole discretion dependent on availability and floor plan requirements. Past placement at an event does not guarantee the same location at future events.

### **15.7 SET UP AND MOVE OUT**

Exhibitors are required to conduct their setup and move out during show approved times only. All exhibitors requiring setup or move out outside of designated times must request permission from the Calgary Expo Holiday Market Exhibitors agree to follow all setup and move out rules and regulations as put forth by the venue location that the event is being conducted at. These rules, as well as further information regarding setup and move out will be forwarded to the exhibitors in advance of the show.

#### **15.7.1 Early Breakdown**

Early breakdown of any booth or table at any event of the Calgary Expo Holiday Market is not allowed without permission from the Exhibitor Manager. Any exhibitor who moves out early without receiving permission may be disallowed from attending or exhibiting at future events of the Calgary Expo Holiday Market.

#### **15.7.2 Footprint**

The exhibitor's booth footprint must remain within the floor marks as laid out by the show decorator or maintained within the measured configuration of the booth. Setting up outside of the authorized footprint will result in a single request to bring the booth back into compliance. Booths not put back into compliance will be asked to tear down and depart the show without refund.

#### **15.7.3 Compliance and Timeliness**

Exhibitors who have been informed that they must bring their booth into compliance must do so within a timely manner. Any booth taking longer than one hour to bring their booth into the accepted footprint will be asked to immediately depart the event.

#### **15.7.4 Height Variance**

All events of the Calgary Expo Holiday Market follow the below maximum height variance: Artist Alley Table: Maximum 10 feet height Booths: Maximum 12 feet height Should your exhibit be higher than the stated maximum variance, you can apply for an exemption from this policy. Please contact your Exhibitor Manager for information.

##### **15.7.4.1 Stability**

All booths and tables must be built to be stable. Any booths or backdrops where stability is questioned must be able to prove stability of their display. If a booth and/or backdrop is deemed

to be unstable by the Exhibitor Manager or Operations Manager, the exhibitor must immediately stabilize or take down the offending content.

#### **15.7.5 Clear Aisles**

All exhibitors must have all belongings removed from any open aisle prior to the start of the event daily.

#### **15.7.6 Floor and Wall Marking**

Only specific brands of tape and floor marking medium are allowed at certain venues. It is imperative that the exhibitor check with the venue prior to doing any floor marking. The Calgary Expo Holiday Market shall bear no responsibility for damages or staining to any floor area that is caused by an exhibitor. All charges for cleanup will be charged back to the exhibitor responsible. Tape is not allowed on any venue walls at any times. The only approved hanging medium for venue walls is blue tack.

#### **15.7.7 Signage and Visual Standards**

All hanging signage must be professionally made and family friendly using venue approved materials only. Absolutely no hand-written signs will be allowed. Please ensure all signage is made in accordance with CAN/ULC – S109 “Flame Tests of Flame Resistant Fabrics and Films”.

#### **15.7.8 Decorative materials, Boothe Construction, and Fire Standards**

All decorative materials used in booth construction (ie: drapes, curtains, signs, banners, acoustical materials, hay/ straw, plastic displays, canvas, cardboard, etc.) shall conform to CAN/ULC – S109 “Flame Tests of Flame Resistant Fabrics and Films”, or shall be treated and maintained in a flame retardant condition by means of a flame retardant solution to ensure that the material will pass the match flame test in NFPA 705 “Field Flame Test for Textiles and Films”. Plastic cloth and certain other plastic materials, tar paper, nylon, oilcloth, etc. cannot be rendered flame retardant and as such are disallowed in the construction of the booth. Any and all materials are subject to testing by the Calgary Expo Holiday Market, the Venue, or the Fire Marshall. Combustible materials that are 10mm (3/8”) or more in thickness or glass may be used without flame retardant treatment. (Exceptions are paper, cardboard, or foam products.)

#### **15.7.9 Venue Damages**

The Calgary Expo Holiday Market shall bear no responsibility for any damages to the venue caused by the exhibitor. All damages to the venue caused by an exhibitor will be charged back to said exhibitor at cost, plus an administration fee.

#### **15.7.10 Lighting**

All lighting used by the exhibitor must be approved and carry the appropriate ULC or CSA listing.

#### **15.7.11 Canopies, Tents, and Halos**

Booths that include halos, canopies, tents, or other covered structures must have a permanently attached tag denoting the item is in compliance with CAN/ULC – S109 “Flame Tests of Flame Resistant Fabrics and Films”. No other compliance tag will be accepted as of Jan 1, 2015. Any

tent or canopy covering more than 300 sqft must have a listed single station smoke alarm and 2A-10BC Fire Extinguisher. All Halos and canopies **MUST** be verified by the venue and the Calgary Expo Holiday Market **BEFORE** being flown.

## 15.8 **SPECIAL DISPLAYS**

### 15.8.1 **Helium**

Helium and Helium balloons are not allowed at any event held by the Calgary Expo Holiday Market.

### 15.8.2 **Fog and smoke machines**

Fog, haze, and smoke machines are not allowed to be used by any exhibitor at any event held by the Calgary Expo Holiday Market.

### 15.8.3 **Motorized Vehicles**

Motorized vehicles for display inside a building must have less than ¼ tank of fuel (or <20L) and a working fuel gauge to be allowed inside any venue. Absolutely no propane powered vehicles are allowed. Vehicles with a roof area larger than 9.3M squared must have an active smoke detector and fire extinguisher (2A10BC). Vehicles must be moved in during their scheduled move in time only. All vehicles will not be allowed to depart the venue during tear down until it is deemed safe to do so by the venue and exhibitor team. Keys must be given to the Exhibitor Manager for safekeeping during all show hours.

## 15.9 **ELECTRICAL COMPLIANCE**

All use of electrical items must be in compliance with venue and Fire Marshall Rules and regulations. Use of electrical outlets is restricted to exhibitors who have purchased electrical outlets through the show decorator or venue. Unauthorized use of venue electrical outlets is not allowed.

## 15.10 **SOUND LEVEL COMPLIANCE**

Sound must be kept to a minimum for the comfort of your exhibitors and attendees. Absolutely no noise or music will be allowed that exceeds the Alberta Occupational Health and Safety maximum exposure limits. (85 dB(A)).

### 15.10.1 **Sound Level Complaints**

Regardless of volume, excessive complaints from other exhibitors or attendees may result in a request from Calgary Expo Holiday Market to turn off the offending sound(s). Failure to comply may result in removal from the event without refund.

## 15.11 **TAXES AND PERMITS**

Exhibitors are responsible for the collection and payment of GST and any other applicable taxes as required by law. Should the exhibitor require any other permits, clearances, or inspections of any kind, the payment for such actions shall be solely carried by the exhibitor and must be

forwarded to the Calgary Expo Holiday Market no later than two weeks (14 days) prior to the event. The Calgary Expo Holiday Market will not be held responsible for placement cancellations that are the result of not having valid / appropriate permits, clearances, or inspections.

#### **15.11.1 Business Licenses**

Business licenses are not required to exhibit or vend at the Calgary Expo Holiday Market.

#### **15.12 CHARACTER OF EXHIBITS**

All exhibits must be in good taste and be family friendly and non-discriminatory in nature, keeping in the theme and nature of the event. All exhibits must further be non-associative or must not promote any specific religious or political doctrine. Final determination of what shall qualify shall be made by the Exhibitor Manager and VP-Operations of the Calgary Expo Holiday Market. All exhibitors are subject to continued assessment throughout the event.

#### **15.13 RIGHT OF REMOVAL**

Should any exhibit or display be found to not fall within the guidelines of 15.12, or the exhibitor/vendor has received documented warnings from the Calgary Expo Holiday Market, the Calgary Expo Holiday Market reserves the right to remove the exhibitor from the show or event with no prior notice or warning and without refund, and the exhibitor may be banned from attending all future events.

#### **15.14 ADULT MERCHANDISE**

Exhibitors must not at any point sell or openly display any adult oriented material to minors. All adult oriented material **MUST** be held under the table, or if displayed, it must be bagged and/ or covered to ensure that minors cannot see and/or access the material. All adult material depicting nudity of any sort must be covered (blinded). Adult videos and magazines are not allowed to be openly displayed at any time.

#### **15.15 ADULT MATERIAL CLASSIFICATION**

Adult material shall be classified as all material depicting nudity, sexuality, or conduct that would normally be considered to be pornographic under Provincial and Federal law. The Calgary Expo Holiday Market reserves the right to make the final determination on what constitutes adult material in regards to any event.

#### **15.16 LIABILITY AND SECURITY**

The Calgary Expo Holiday Market and any venues hosting any event shall not be held liable for any theft or loss that the exhibitor may incur at any event held by the company. The exhibitor shall be solely responsible for all security at their booth or table while onsite. The Exhibitor agrees to protect, keep, and save the Calgary Expo Holiday Market, the promoter of the event, forever harmless from any damage(s) or charge(s) imposed for violations of any ordinance or regulation by the Exhibitor, his/her employees or agents, as well as failure to comply with the terms and agreements of this contract. Further, Exhibitors shall at all times protect, indemnify, save, and keep harmless the Calgary Expo Holiday Market against and from any loss, cost,

damage, liability, or expense which arises out of or from or by reason of any act or omission of the Exhibitor, his/her employees, or agents. In the event that the venue or any part of the exhibit area thereof is unavailable, whether for the entire event or a portion of the event, as a result of fire, flood, tempest, snow storm, or other such cause, or as a result of governmental intervention, malicious damage, acts of war, strike, labor disputes, riot, or agency which the Calgary Expo Holiday Market has no control, or should the Calgary Expo Holiday Market decide that because of any such cause it is necessary to cancel, post-pone, or re-site the show, or reduce installation time, exhibit time, or move-out time, the Calgary Expo Holiday Market shall not be liable to indemnify or reimburse the Exhibitor in respect of any damage or loss, direct or indirect, arising as a result thereof. The Calgary Expo Holiday Market shall have the full power in the interpretation and enforcement of all contract regulations contained herein, and the power to make such amendments thereto, and such further rules and regulations as shall be considered necessary and proper. The foregoing represents the agreement between the Exhibitor and the Calgary Expo Holiday Market.

#### **15.17 BOOTLEG AND COPYRIGHTED MATERIALS**

The display or selling of any copyrighted or bootlegged materials by any exhibitor is not allowed at any event being held by the Calgary Expo Holiday Market. Any exhibitor being found to have bootlegged or copyrighted materials will be asked to remove the materials from the venue. If said items are returned to the booth to be sold, or if the exhibitor refuses to comply with the removal request, the exhibitor will be removed from the event immediately, and will not be refunded any portion of payment made for their booth(s).

#### **15.18 FIRE REGULATIONS**

Exhibitor displays must meet all Provincial and Federal fire codes, and will be subject to Fire Marshal inspection prior to the opening of the event. No portion of a display, product, boxes, packing materials, etc. shall obstruct any aisle or doorway. No Fire Extinguishers, Hose Cabinets, Fire Exits, and/or Fire Alarms shall be blocked or covered at any time during the event.

#### **15.19 VENUE REGULATIONS**

Exhibitors agree to abide by all rules and regulations put in place by the applicable venues at which they are exhibiting. The exhibitor agrees and understands that the venue shall have final determination in regards to regulatory infringements in regards to their set rules and regulations.

#### **15.20 FOOD AND BEVERAGE SALES**

Food and beverage sales are strictly prohibited at all events held by the Calgary Expo Holiday Market without express prior written permission from the Calgary Expo Holiday Market and the venue. Collectible packaged food items may be allowed on a case by case basis, with determination being made jointly between Calgary Expo Holiday Market and the venue. Direct sales of consumable food items to attendees requires a contract with Venue Concessions.

#### **15.21 CLEANLINESS**

Exhibitors must maintain and clean their booth/table areas both during and after the show. Exhibitors will be responsible for any damage caused by them to the exhibit area. All materials owned by the exhibitor must remain within the confines of the booth or table area at all times.

## **15.22 PAYMENT**

Exhibitor understands the payment policy and agrees to pay the fees as listed on the Exhibitor Application Forms. If the Exhibitor is sharing or subletting table space, then the person whose name appears on the contract assumes full responsibility for that booth. Any and all subletting MUST be approved in writing by show management.

### **15.22.1 Advance Payment**

All payments must be received within 30 days of securing space at the applicable event. Payments not received within 30 days may revert the reserved space back to the open pool.

### **15.22.2 Refunds and Cancellations**

Exhibitors that cancel 30 days or more prior to the show will be granted a full refund minus 5% administration fees. Exhibitors that cancel 30 to 15 days prior to the event will be granted a 45% refund. (50% refund minus 5% administration fees.) Exhibitors that cancel less than 15 days from the event will not be granted any form of refund. Administration fees will be capped at \$250.00 or 5% (Whichever is lower) regardless of size of booth footprint purchased.

### **15.22.3 Exhibitor Removal and Documented Warnings**

The Calgary Expo Holiday Market reserves the right to remove any exhibitor who disregards and/or breaches any policy as written in this document without refund. The Calgary Expo Holiday Market also reserves the right to remove any exhibitor that disregards any venue rules, or city, provincial, or federal laws without warning and without refund. Any exhibitor removed from an event, or who has received documented warnings during the event, will be assessed post show to determine eligibility to attend future events held by the organizer.

The Calgary Expo Holiday Market reserves the right to seek out legal remedy for any situation warranting it. Further, should it be required, local, Provincial, or Federal authorities may be contacted should the situation warrant it.

### **15.22.4 Corrective Procedure**

Should an exhibitor be removed from any event held by the Calgary Expo Holiday Market the exhibitor shall be banned from any and all subsequent events of the company for a time period not to exceed ten (10) years. The exact term of the ban shall be decided upon by the executive of the Calgary Expo Holiday Market after the event in question.

### **15.22.5 Corrective Procedure Notification**

Any exhibitor removed for any reason from any event of the Calgary Expo Holiday Market shall be notified not more than 45 days from the end of the event in question via registered mail of the reason and term of the ban.

### **15.22.6 Exhibitor Removal While Under Ban**

Should an exhibitor arrive at any event or venue of the Calgary Expo Holiday Market while under a ban, the individual in question may be apprehended and prosecuted under the Provincial Trespass to Premise law(s).



#### **15.22.7 Ban Exemption**

Any exhibitor who has been placed under ban by the Calgary Expo Holiday Market, may apply for an exemption from the ban after a period of two years. All exemption requests must be received in writing a minimum of six (6) months prior to the show or event for which the exhibitor wished to register. All Ban Exemption Requests will be reviewed by the executive team of the Calgary Expo Holiday Market and the decision shall be made known to the exhibitor via registered mail within 90 days of receipt.

#### **15.23 EXHIBITOR PROMOTIONS**

Items, gimmicks, merchandise, or other promotional stunts responsible to the Exhibitor must be directly related to the business of the vendor and cannot solicit or promote external organizations unrelated to the Exhibitor or the Calgary Expo Holiday Market. The Calgary Expo Holiday Market reserves the right to stop any Exhibitor who is not complying with this policy. Failure to comply with this policy may result with expulsion from the event without refund.

##### **15.23.1 Stickers**

Stickers may be given out as a promotional item, unless restricted by the specific venue that the event is being held at.

##### **15.23.2 Aisle Interference**

Absolutely no aisle interference will be allowed on behalf of the exhibitor. This includes merchandise and displays in the aisle ways, as well as sales staff selling or promoting in the aisles.

##### **15.23.3 Prizes and Giveaways**

The offering of prizes, draws, and giveaways is not allowed by the exhibitor without prior written authorization from the Calgary Expo Holiday Market. All Giveaways and lotteries MUST follow Provincial Gaming Laws.

##### **15.23.4 Coordination of Giveaways**

All prizes, draws, and giveaways made on behalf of the exhibitor must be coordinated with the Calgary Expo Holiday Market to ensure no interference with aisle traffic, other exhibitors, or other functions of the event. Prizes, draws, and giveaways made without coordination may result in the exhibitor being asked to depart the event without refund.

##### **15.23.5 Flyers and Handouts**

All flyers and handouts must be kept at the exhibitor's booth/table only. Handing out of flyers, pamphlets, or leaflets in any other area of the event including aisles around the booth, is strictly unauthorized and may result in the exhibitor being asked to depart the event without refund.

##### **15.23.6 Security and Traffic Flow**

Any approved exhibitor promotion that is deemed to have a possible negative or altering effect on traffic flow in the exhibitor's booth/table area will require the exhibitor the use of security and/or traffic control personnel at the exhibitor's own expense.

### **15.23.7 Autograph Signings**

All celebrity autograph signings held at an exhibitor booth/table must receive written authorization from the Calgary Expo Holiday Market prior to setup. Any unauthorized autograph signing sessions are strictly unauthorized and may result in the exhibitor being asked to depart the event without refund.

### **15.23.8 Photo Ops**

All celebrity photo ops held at an exhibitor booth/table must receive written authorization from the Calgary Expo Holiday Market prior to setup. Any unauthorized photo op sessions are strictly unauthorized and may result in the exhibitor being asked to depart the event without refund.

### **15.23.9 Exclusives, Logo and Name Usage**

All show related exclusive merchandise that bears either the logo or name of; The Edmonton Comic & Entertainment Expo, The Calgary Comic & Entertainment Expo, the Saskatoon Comic & Entertainment Expo, or the Calgary Expo Holiday Market is strictly unauthorized without prior written permission from the Edmonton Comic & Entertainment Expo. Unauthorized use of any logo, name, or trademark is not allowed and may result in the Exhibitor being asked to depart the event without refund, as well as possible legal action

### **15.23.10 Pinning of Decorators Drape**

Exhibitors must not attach any items to the show decorators draping by use of pins, staples, or any other manner in which permanent holes will be left in the material. Any exhibitor found to have pinned drape will be forwarded the show decorators assessed damage bill for their payment. Payment of any damage bills must be completed prior to the next scheduled show or the reservation will become null and void.

### **15.24 OFFICIAL AND UNOFFICIAL OFFSITE EVENTS**

Exhibitors may not declare any offsite function to be an “official” event of the show without first receiving prior written permissions from the Calgary Expo Holiday Market.

### **15.25 ARTIST ALLEY SPECIFIC**

#### **15.25.1 Allowed Sales**

Artist Alley tables are allowed to sell or display only the following:

- Comic Books and/or Prints that the Artist has personally made and/or contributed to. (If your name is not listed in the credits, you may not sell and/or display the item in question.) The Calgary Expo Holiday Market reserves the right to demand proof of concept and original sketches of any and all artwork brought into question as being the artists original work.

- Original Art that is NOT produced by the Artist Alley registrant provided you have a letter stating you have the right/authority to sell and/or display the items from the original artist.
- Items that have been personally made by the Artist Alley registrant.

Artist Alley tables are NOT allowed to sell or display the following:

- Comic Books and/or Prints the artist has NOT contributed to.
- Commercially available toys that the artist has not contributed to.
- Collectible and/or Vintage toys.
- Original Art that is NOT produced by the Artist Alley Registrant.
- Modified artwork of another artist. (Including computer modified work of another artist of any form.)

### 15.25.2 Corrective Procedure

Should an Artist Alley registrant be found to have at their table any items listed above in 15.25.1 that are deemed as not being allowed, the registrant will be given one written warning to remove the items. Should the items not be removed within one hour of the written warning, or should they be placed back on the table for sales after having been removed, the exhibitor risks being removed from the show without further warning or refund and being disallowed from exhibiting at future events being held by the organizer.

## 15.26 COSPLAY and COSPLAY CORNER SPECIFIC

### 15.26.1 Photography Outside of Booth Area

Cosplayers may not sell, or request compensation for any photographs with attendees taken outside of their allotted booth or the Photo Ops area.

## 16 EXHIBITOR WEAPONS AND PROP SALES

### 16.1 WEAPONS AND PROP SALES

The Calgary Expo Holiday Market maintains very strict standards regarding the handling, selling, displaying, and usage of weapons by vendors and attendees. The following policies have been implemented to ensure attendee safety and to allow us to remain able to continue selling weapons and props at the events.

#### 16.1.1 Responsibility and Corrective Procedure

It shall be the vendor's sole responsibility to ensure that all policies pertaining to weapons and weapons sales as posted by the Calgary Expo Holiday Market are followed by all attendees and staff at their booth. Any and all violations of the posted policies will be dealt with by the issuance of one warning. If there is a second infringement of the policy, the vendor risks being

removed from the show without refund, and being disallowed from exhibiting at future shows of the Calgary Expo Holiday Market.

#### **16.1.2 Removal of Packaging**

Items may be removed from its packaging by the vendor for the purpose of displaying or showing the item to a potential purchaser.

#### **16.1.3 Packaging of Sold Items**

If an item or weapon is sold to a potential purchaser or attendee, the item or weapon must immediately be placed back into its original packaging and sealed in a manner that would prevent easy access to the sold item while at the venue.

##### **16.1.3.1 Items That Cannot be Repackaged**

If an item or weapon cannot be packaged in a way that is acceptable to the Weapons and Prop Compliance Team or to Calgary Expo Holiday Market staff, the item will immediately fall under the categorization of “weapon” as outlined in this policy and must be presented to the peace bonding table for a compliance check.

##### **16.1.3.2 Purchaser / Attendee Unpackaging**

All bladed weapons, including knives, axes, swords, katanas, and any other item deemed a weapon or a bladed object, must from the time of purchase be kept in its original packaging by the purchaser. Any purchaser who removes the weapon from its original packaging, does so at the risk of having the item confiscated and/or having their convention pass revoked.

#### **16.1.4 Attendee Handling**

The following policies are in place to ensure safe handling of any weapons at a vendor’s booth. These policies are strictly enforced by the Weapons and Prop Compliance Team and Event Staff.

##### **16.1.4.1 Handling Allowance**

Prospective purchasers may be allowed to handle and inspect weaponry provided that the weapon or prop remain horizontal to the table at ALL times and the weapon or prop is not lifted more than six inches from the table top.

##### **16.1.4.2 Hefting and Balance Testing**

There cannot, under any circumstances, be any kind of jabbing, swinging, fighting, testing for weight, or horseplay of any kind with the weapons being handled by a prospective purchaser or attendee.

##### **16.1.4.3 Testing Allowances**

Vendors who wish to allow potential purchasers the ability to heft, or test weapons for weight must, at their own cost maintain an enclosed area in the middle of their booth that will be a minimum of 5 feet away from any other customer, or attendee of the show. The area must be fully enclosed so as to prevent any other person in the area to visually see what is happening inside.

#### **16.1.4.4 Vendor Responsibility**

The vendor will be solely responsible to ensure that the purchaser tests the weapon in a safe manner, and that all policies of the Calgary Expo Holiday Market are observed and followed at all times.

#### **16.1.5 Sales to Minors**

At no time is a vendor who is displaying at any event of the Calgary Expo Holiday Market allowed to sell any item, prop, or weapon that is classified in this policy to any person(s) who have not reached the legal age of majority within the Province of Saskatchewan (18 Years of age).

##### **16.1.5.1 Corrective Procedure**

Any vendor being found to have sold a restricted item to a minor (Person under 18 years of age) risks being removed from the show with no refund, and being disallowed from exhibiting at future shows or events of the Calgary Expo Holiday Market and associated events maintained by its governing body.

### **16.2 COSTUME AND WEAPONS COMPLIANCE**

Exhibitors understand and accept that all worn costumes and props associated with said costumes shall follow the stated policies of the Attendee's Prop and Costume Policies. Failure to comply with these policies may result in the exhibitor being removed from the show without refund.

#### **16.2.1 Exhibitors and Prop Compliance**

Exhibitor understands that they are required to present to the Props and Costume Compliance table to have their costumes and props inspected prior to the start of the event.

## **17 PARTNERSHIP AND ADVERTISER POLICIES**

### **17.1 PARTNERSHIP AND ADVERTISING AGREEMENT**

**17.1.1** The Partner agrees that event placement is secured only when payment is received in full.

**17.1.2** The Partner agrees that any deadlines missed for creatives submissions may result in the forfeiture of any such creatives with no refunds.

**17.1.3** The Partner agrees that missed contractually based deadlines and/or non-compliance with the Calgary Expo Holiday Market Inc. Promotional Guidelines (Listed in 17.2) may result in removal from the event with no written warning or refund, and the forfeiture of First Right of Renewal for future events.

**17.1.3.1** Should the Partner forfeit for any reason their First Right of Renewal, they will be automatically added to the end of the next seasons event wait list.

### **17.2 Partnership and Advertiser Promotional Guidelines**

**17.2.1** The Calgary Expo Holiday Market Brand (including, but not limited to, Main/Ancillary Logos, Images, Event Name, Likeness or Endorsement of “Emily Expo” Character or Image, etc.) cannot be used in any way without the express written consent of the Calgary Expo Holiday Market.

**17.2.2** Partners and/or Advertisers are responsible for supplying all images/graphics/creatives in the requested specifications to the Calgary Expo Holiday Market prior to the published submission deadline.

**17.2.2.1** The Calgary Expo Holiday Market shall notify the Partner of any promotional content alterations required, or of their acceptance as soon as possible, contingent on date submissions are received from the Partner/Advertiser.

**17.2.2.2** The Calgary Expo Holiday Market reserves the right to remove, change, and/or alter, Partners/Advertisers creative submissions in any format, from any agreed upon publication, in the event that any images/graphics/creatives are not received by the published and/or agreed upon submission date(s), without refund to the Partner/Advertiser.

**17.2.2.3** The Calgary Expo Holiday Market reserves the right to refuse publication or presentation of any content that does not meet the specification standards or quality/event standards as set by the Calgary Expo Holiday Market.

**17.2.3** The Partner/Advertiser understands that their agreement with the Calgary Expo Holiday Market is only secured once payment is received in full.

**17.2.4** The Partner/Advertiser understand that all promotional opportunities are non-exclusive unless otherwise stated within the promotional agreement.

**17.2.5** The Partner/Advertiser understands that it is incumbent upon them to notify the Calgary Expo Holiday Market of any and all changes and/or modifications to the agreed upon partnership/advertising opportunity (including, but not limited to, content, graphics, audio, signage, prizes, promotions, etc.) in writing a minimum of 30 days prior to the event they are scheduled to attend.

**17.2.6** The Partner/Advertiser understands that due to the dynamic nature of the Calgary Expo Holiday Market, unforeseen events may result in required changes to the promotional/advertising agreement. In the event that changes become necessary, the Calgary Expo Holiday Market reserves the right to provide suitable alternate promotions/advertisements deemed to be of equal or greater value.

**17.2.7** The Partner/Advertiser understands that event schedules can change at any time, and that it may not be possible to inform the Partner/Advertiser of changes prior to the event they are scheduled to attend.

**17.2.8** In the event that the Calgary Expo Holiday Market cannot present, either partially, or in full, the agreed upon promotion/advertisement opportunity due to events outside of the control of

the Calgary Expo Holiday Market (Such as unavailability of venue, defect or breakdown of required equipment, failure of delivery of required components, or other unforeseen events that limit and/or prevent the Calgary Expo Holiday Market from their ability to carry out the terms of the promotional/advertisement agreement, The Calgary Expo Holiday Market will be limited to cancellation of all charges to Partners/Advertisers.

**17.2.9** The Calgary Expo Holiday Market may retain and/or use creative materials as submitted by Partners/Advertisers in any format for an undisclosed period of time.

### **17.3 Partnership and Advertiser Renewals**

**17.3.1** Advertising opportunities as well as Show Floor placement opportunities are determined on a year to year basis and cannot be guaranteed.

**17.3.1.1** If available, current Partners and Advertisers shall have a First Right of Renewal for their current promotional opportunity or advertisement for the following seasons event(s).

**17.3.2** All renewal forms and payment must be received by the renewal date as indicated by the Partnership and Advertising Manager.

**17.3.3** In the event your current advertising placement becomes unavailable for the following year; payment can be applied towards another promotional opportunity or refunded in full.

**17.3.4** The Calgary Expo Holiday Market reserves the right to accept and/or deny Partners and Advertisers at its sole discretion.

### **17.4 Partnership and Advertiser Renewal Payments**

**17.4.1** Payments for all promotions and/or advertisements must be received by the deadline as indicated on the invoice.

**17.4.2** Delayed payments may result in the forfeiture of the agreed upon promotional opportunity and/or advertisement opportunities.

**17.4.3** The Partner/Advertiser understands that once forfeit due to non-payment, their promotional opportunity and/or advertisement space may be immediately reassigned to other parties without notice.

## **18 POLICY EXEMPTIONS**

### **18.1 APPLICATION**

Any exhibitor requesting exemption from any policy listed above must make a request in writing a minimum of 30 days before the event. Any requests received after that time will be automatically denied. All requests must be sent directly to the exhibitor manager.

