pdn OUTDOOR PHOTO EXPO

2012 Outdoor Photo Expo Exhibit Space Contract

AUGUST 3-4, 2012 SALT LAKE CITY, UT

EXHIBITOR INFORMATION

The information provided below only applies for billing and marketing information sent from the Outdoor Photo Expo.

Company Name_____

Address _____City _____

State _____ Zip/Postal Code _____ Country _____ Website _____

Email _____Phone_____Fax_____

Trade Show Contact include phone + email:_____

Twitter Handle-Facebook Link-Blog_____

PR Contact and Email_____

Exhibitor Space Agreement: *The undersigned ("Exhibitor"), as a duly authorized representative, enters into an agreement with Nielsen Business Media. ("Nielsen") to rent exhibit space at the above designated 2012 Outdoor Photo Expo. Space will be assigned by Nielsen at its sole discretion and may be changed for the benefit of the exposition. Exhibitor agrees to abide by official Exhibitor Rules & Regulations and has received the booth space terms and conditions. If Exhibitor desires to cancel all or part of the exhibit space on or before May 3 2012, it must do so in writing by certified mail to Nielsen and Exhibitor will be charged 50% of its total cancelled exhibit space cost. Should an Exhibitor cancel after May 3, 2012, 100% of exhibit space cost is due. If Exhibitor defaults in payment, Exhibitor is liable to Nielsen for collection costs, including reasonable attorney's fees. Nielsen reserves the right to accept or reject exhibitor space applications and to cancel any previously accepted exhibitor space applications or contracts, at any time in its sole discretion, for any reason, or no reason, without liability to Exhibitor or any other party. This contract is not valid until it is fully executed by an authorized representative for Exhibitor and Nielsen.*

We understand this application becomes a binding contract when accepted by Outdoor Photo Expo/Nielsen Business Media. We agree to abide by the attached Terms and Conditions *detailed on the reverse of this contract and those listed in the Exhibitor Service Manual.*

Signature Required > **Agreed to by** _____ Date _____

signature of official company representative

STEP 1: BOOTH SIZE REQUEST

We request_____8x10 booths.

Minimum booth size: 8' x 10' feet (80 sq. ft.). All booths are sold in 80' increments (ex: 8' x 10' totals 80 sq. ft.; 8' x 20' totals 160 sq. ft.; 16' x 20' totals 320 sq. ft. etc.)

Booth Type Preference (circle one):
Linear (80 sq ft minimum) Perimeter (320 sq ft.)

Corners (please circle if requested): **1 Corner** (end booth) **2 Corners**
(see Fees and Remittance for additional charges; all corners subject to availability)

EXHIBITION SPACE LOCATION. Outdoor Photo Expo reserves the right, in its sole and absolute discretion, to determine who will be permitted to display products as an exhibitor and the size, location and configuration of exhibition space for which application is made. Exhibiting at prior shows, nature of product displayed, number of booth requested and other factors may influence, but does not guarantee location of exhibition space.

STEP 2: BOOTH SELECTION

Please reference the online floor plan to choose your top selections for 2012
Please list the booth numbers below.

1. _____

2. _____

3. _____

4. _____

STEP 3: FEES AND

Exhibit space:
$2,300 per 8x10 booth unit
Corner Premium Fee:
$250.00 per corner

Booth cost does not include material handling, labor, electrical, decoration or other available auxiliary services. Information about these services will be included in your Exhibitor Service Kit.

- 50% due upon signing
  100% of total invoice due by 5/3/2012

FEE WORKSHEET

Booth Space $_____

Corner Fee (if applicable) $_____

Total Payment $_____

STEP 4: PAYMENT INSTRUCTIONS

FAX COMPLETED CONTRACT TO: MELISSA KITTSON • FAX: 703-852-7380 • PHONE: 703-812-2727 • EMAIL: MELISSA.KITTSON@NIELSEN.COM

Once a contract is confirmed and invoice will be sent to the contact above. The Exhibitor will have 30 days from the date of invoice to submit the deposit or Show Management reserves the right to release the booth space and the exhibitor is still ultimately responsible for the Booth Payment – See Cancellation or Reduction Policy Section on Page 2 for conditions.

If you wish to pay by Credit Card, please complete and sign below and fax to 703-852-7380.

Contracts signed after May 3, 2012 will be responsible for 100% payment at time of invoice.

CHECK ONE: ___ MASTERCARD ___ VISA ___ AMEX
CREDIT CARD NUMBER
EXP. DATE
SIGNATURE
PRINT NAME AS IT APPEARS ON CARD
CARD HOLDER'S ADDRESS: (MUST BE SAME AS CREDIT CARD BILLING ADDRESS)
STREET
CITY/STATE ZIP/POSTAL CODE
AMOUNT AUTHORIZED $

PLEASE MAKE CHECKS PAYABLE TO:
"Nielsen Business Media/Outdoor Photo Expo."

MAIL CHECKS TO:
Attn: Nielsen Business Media/Outdoor Photo Expo. , P.O. Box 88947 Chicago, IL 60695-1947

ELECTRONIC TRANSFERS:
Nielsen Business Media
Routing #021000021
Account #4009-50898
Swift Code - CHASUS33

OVERNIGHT CHECKS TO:
JP Morgan Chase
131S. Dearborn, 6th Floor
Chicago, IL 60603
Attn: Outdoor Photo Expo •703-812-2727

ACCEPTANCE

Please complete and fax or email this contract to Melissa Kittson at 703-852-7380 or melissa.kittson@nielsen.com. A faxed/emailed copy will be accepted to reserve space, however, the deposit must be received by Outdoor Photo Expo within 30 days of the faxed space reservation. Note that the receipt of this completed *Exhibit Space Contract* by **Outdoor Photo Expo** is required in order to exhibit. This document constitutes a contract when signed by both the exhibitor and an **Outdoor Photo Expo** representative.

DO NOT COMPLETE BELOW THIS LINE—FOR EXPO MANAGEMENT USE ONLY

	ACCOUNTING	DATE RECEIVED
Application accepted by _____ Date _____		

pdn OUTDOOR PHOTO EXPO

2012 Outdoor Photo Expo Exhibit Space Contract

AUGUST 3-4, 2012 SALT LAKE CITY, UT

THE FOLLOWING EXHIBITOR INFORMATION WILL APPEAR IN THE 2012 OUTDOOR PHOTO EXPO OFFICIAL SHOW DIRECTORY AND ON THE OUTDOOR PHOTO EXPO WEBSITE.

Company Name: _____ Website: _____

Address: : _____

City: : _____ State: _____ Zip/Postal Code: _____ Country: _____

Contact Name: _____ Email: _____

Phone: _____

PRODUCT & SERVICE LISTING

The information provided below only applies for billing and marketing information sent from the Outdoor Photo Expo. (Please check all that apply)

- ☐ Backgrounds and Backdrop Systems
- ☐ Books/CDs/Videos
- ☐ Cameras (Medium Format/Large Format)
- ☐ Cameras (SLR)
- ☐ Canvas/Glass/Metal Printmaking
- ☐ Computer Accessories (Input Devices/ Calibration/Tools/etc)
- ☐ Computer Hardware (Monitors/Printers/ Scanners/etc)
- ☐ Darkroom Equipment (Chemicals/Storage/etc)
- ☐ Digital Solutions
- ☐ Digital Storage
- ☐ Education (Classes/ Workshops/Online Training)
- ☐ Film
- ☐ Internet Services (ISPs/ Website/Design Hosting/ etc)
- ☐ Labs/Service Bureaus/ Printing Services
- ☐ Lenses & Lens Accessories
- ☐ Lighting Equipment (Strobes/Light Boxes/ Stands/etc)
- ☐ Office Management Equipment
- ☐ Photo Display and Storage (Albums/Portfolios/ Mounting/etc)
- ☐ Photographic Accessories (Tripods/ Bags/Filters/etc)
- ☐ Photographic Paper
- ☐ Photographic Props
- ☐ Printing Equipment & Supplies (Printers/ Paper/Ink, etc)
- ☐ Publications/ Associations/Education
- ☐ Retail Dealers of Photographic Gear (Sales)
- ☐ Software (Albums/ Archiving/ Manipulation/etc)
- ☐ Stock Photography (Companies/Services/ etc)
- ☐ Training Materials
- ☐ Video (Cameras/ Accessories/Specialty Equipment/etc)
- ☐ Wedding, Event & Portrait Photography
- ☐ If other product categories apply, please include in your company description online.

Please fax this form with your exhibit space contract to FAX: 703-852-7380

pdn OUTDOOR PHOTO EXPO

Outdoor Photo Expo
Exhibit Space Contract 2012 **Terms and Conditions**

1. Defined Terms: "Event" is the event referred to above or on the facing page and is owned, produced and managed by Nielsen Business Media, Inc. ("Nielsen"). "Exhibit Facility" means the venue where the Event is held. "Organizer" means, collectively, Nielsen, its officers, directors, shareholders, agents, affiliates, representatives, employees and assigns, unless the context requires otherwise. "Exhibitor" means, collectively, (i) the company or person that applied for exhibit space rental and agreed to enter into this contract upon acceptance by Nielsen in the manner stated below and (ii) each of its officers, directors, shareholders, employees, contractors, agents, representatives, guests and/or invitees, as applicable.

2. Contract Acceptance: This contract shall become binding and effective only when it has been signed on the facing page by Exhibitor and counter-signed on the facing page by a duly authorized representative of Nielsen.

3. Assumption of Risks; Releases: Exhibitor expressly assumes all risks associated with, resulting from or arising in connection with Exhibitor's participation or presence at the Event, including, without limitation, all risks of theft, loss, harm, damage or injury to or of any person (including death), property, business or profits of Exhibitor, whether caused by negligence, intentional act, accident, act of God or otherwise. Exhibitor has sole responsibility for its property and any theft, damage or other loss to such property (whether or not stored in any courtesy storage area), including any subrogation claims by its insurer. Neither Organizer nor Exhibit Facility accepts responsibility, nor is a bailment created, for property delivered by or to Exhibitor. Neither Organizer nor Exhibit Facility shall be liable for, and Exhibitor hereby releases all of them from, and covenants not to sue any of them with respect to, any and all risks, losses, damages and liabilities whether described in this contract or not.

4. Indemnification: Exhibitor shall indemnify, defend (with legal counsel satisfactory to Nielsen), and hold Organizer and Exhibit Facility harmless from and against any and all claims, demands, suits, liabilities, damages, losses, costs, fees (including attorneys' fees) and expenses which result from or arise out of or in connection with: (a) Exhibitors' participation or presence at the Event; (b) any breach by Exhibitor of any agreements, covenants, promises or other obligations under this contract or any other contract, arrangement or agreement; (c) any matter for which Exhibitor is otherwise responsible under the terms of this contract or any other contract, arrangement or agreement; (d) any violation or infringement (or claim of violation or infringement) of any law or ordinance or the rights of any party under any patent, copyright, trademark, trade secret or other proprietary right; (e) any libel, slander, defamation or similar claims resulting from the actions of Exhibitor; (f) harm or injury (including death) to Exhibitor and the employees, guests, attendees and invitees of other exhibitors; and (g) loss of or damage to property or the business or profits of Exhibitor, whether caused by negligence, intentional act, accident, act of God, theft, mysterious disappearance or otherwise.

5. Limitation of Liability: Under no circumstances shall Organizer or Exhibit Facility be liable for any lost profits or any damages including incidental, special, indirect, punitive or consequential damages whatsoever for any of their acts or omissions, whether or not advised of the possibility thereof. In no event shall Organizer's maximum liability under any circumstance exceed the amount actually paid to Nielsen by Exhibitor for exhibit space rental pursuant to this contract. Organizer makes no representations or warranties, express or implied, regarding the number of persons who will attend the Event or regarding any other matter. Nielsen or Exhibit Facility may employ reputable guards to regulate the flow of attendees at the Event. These guards are not security guards. Neither Organizer, nor Exhibit Facility, shall assume any responsibility for Exhibitor's, or anyone else's, personal or other property. As a condition of exhibiting at the Event, Exhibitor shall insure its property against damage, loss and theft.

6. Qualifications of Exhibitor: Nielsen, in its sole discretion, determines whether a prospective exhibitor is eligible to participate in the Event. Eligibility is generally limited to persons or firms that supply products and services related to the nature of the Event. Applicants may be required to submit a description of the nature of their business and the items to be exhibited. Nielsen reserves the right to restrict or remove any exhibit that Nielsen, in its sole discretion, believes is objectionable or inappropriate.

7. Assignment of Space: Exhibit space shall be assigned by Nielsen in its sole discretion for the Event. That assignment does not imply that similar space will be assigned for future Events. Nielsen reserves the right to change the floorplan or to move an Exhibitor to another booth location prior to or during the Event for any or no reason.

8. Booth Placements: Nielsen will attempt to honor all booth placements based on the previous Event if application and payment are made as required by Nielsen. However, Nielsen reserves the right to make alternative booth placement. Offers made as to location of space are not a guarantee. Nielsen shall be the final authority in assigning space. Nielsen may refuse acceptance of any contract for any or no reason. Nielsen reserves the right to determine the eligibility of any company or product for inclusion in the Event. No exhibitor shall exhibit or permit to be exhibited in the space allocated to it any merchandise other than that specified in its application. Nielsen further reserves the right to add, alter or delete from the Event's floorplan at any time in its sole discretion.

9. Cancellation by Exhibitor: If Exhibitor desires to cancel this contract, Exhibitor may only do so by giving notice thereof in writing sent to Nielsen with evidence of receipt. In such case, Exhibitor will continue to be liable for the fees as outlined in this contract and to the dates payments are due. Because these dates are related to the Event dates and not to the date of this contract, these dates shall apply regardless of the date on which this contract is executed. This amount is considered to be liquidated and agreed upon damages, for the damages Nielsen will suffer as a result of Exhibitor's cancellation. This provision for liquidated and agreed upon damages is not a penalty. Exhibitor understands that the withdrawal of the space reserved from availability at a time when other parties would be interested in applying for it will cause Organizer to sustain damages. In that case, Organizer's damages will be substantial, but they will not be capable of determination with mathematical precision. Therefore, the provisions for liquidated and agreed upon damages have been incorporated into this contract as a valid pre-estimate of these damages. The date of cancellation shall be the date Nielsen receives the notice. Nielsen reserves the right to treat Exhibitor's downsizing of booth space as cancellation of the original contract subject to payment of liquidated damages and an offer to purchase new booth space and pay the full fee required for the new booth space. Exhibitor may be required to move to a new location if it requests a downsizing of space.

10. Cancellation by Nielsen: If Exhibitor fails to make a payment required by this contract in a timely manner, Nielsen may terminate this contract (and Exhibitor's participation in the Event) without further notice and without obligation to refund any monies previously paid. Nielsen reserves the right to refuse Exhibitor permission to move-in and set-up an exhibit if Exhibitor is in arrears of any payment due to Organizer. In addition, Nielsen has the right to charge a late fee (1.5% per month) against all unpaid balances in arrears and not in adherence of contractual installment obligations. Nielsen is expressly authorized (but has no obligation) to occupy or dispose of any space vacated or made available because of action taken under this paragraph in any manner it desires, and without releasing Exhibitor from any liability hereunder. Nielsen may also terminate this contract effective upon written notice of termination if Exhibitor breaches any of its obligations under this contract or any other contract or arrangement with Organizer, without any obligation on Nielsen's part to refund any payments previously made and without releasing Exhibitor from any liability arising as result of or in connection with such breach. If Nielsen removes or restricts an exhibit that Nielsen considers to be objectionable or inappropriate, no refund will be due to Exhibitor.

11. Cancellation of the Event: If Nielsen cancels the Event due to circumstances beyond the reasonable control of Nielsen (such as acts of God, acts of war, governmental emergency, labor strike or unavailability of Exhibit Facility), Nielsen shall refund to Exhibitor its exhibit space rental payment previously paid, minus a share of costs and expenses incurred by Organizer, in full satisfaction of all liabilities of Organizer and Exhibit Facility to Exhibitor. Nielsen reserves the right to cancel, rename or relocate the Event or change the Event dates. If Nielsen changes the name of the Event, relocates the Event to another facility within the same city, or changes the Event dates to dates that are not more than 30 days earlier or 30 days later, no refund will be due to Exhibitor, but Nielsen shall assign to Exhibitor, in lieu of the original space, other space as Nielsen deems appropriate and Exhibitor agrees to use that space under the terms of this contract. If Nielsen elects to cancel the Event other than for a reason previously described in this paragraph, Nielsen shall refund to Exhibitor its entire exhibit space rental payment previously paid, in full satisfaction of all liabilities of Organizer and Exhibit Facility to Exhibitor.

12. Exhibit Space Occupancy: Nielsen shall specify the hours and dates for installing, occupying and dismantling exhibits. If Exhibitor fails to begin installing its display in its assigned space 24 hours prior to Event opening or leaves its space unattended at any time during the Event, Nielsen shall have the right to take possession of the space, terminate this contract and no refund will be due to Exhibitor even if Nielsen resells the space. All exhibits must be open for business at all times during the Event. If Exhibitor, through circumstances beyond control, is delayed in arrival or set-up, it must notify the appropriate Nielsen contact immediately.

13. Event Set-Up, Removal and Hours: Information on Event set-up, installation, removal and hours will be provided to you separately. Please make note of the following:
(a) Only Exhibitor will be permitted in its booth 2 hours prior to published "Event Open Times."
(b) Exhibitor must leave its booth no later than 60 minutes after official closing time.
(c) No staff of the Exhibit Facility has any authority in regard to exhibits, or in exhibit area other than authorized security personnel.
(d) No one under 16 years of age admitted on the show floor during move-in/out days of the Event.
(e) Exhibits must remain open in accordance with the schedule published prior to the Event or as amended by Nielsen. NO BREAKDOWN or DISMANTLING OF EXHIBITS will be permitted before the Event officially closes down. If Exhibitor infringes this rule, it will be assessed a fee of $500 and may be banned from future Events.

14. Listings and Promotional Materials: Exhibitor grants to Organizer a fully paid, perpetual non-exclusive license to use, display and reproduce the name, trade names, product names of Exhibitor in any directory (print, electronic or other media) listing exhibitors at the Event and to use those names in Organizer promotional materials. Organizer shall not be liable for any errors in any listing or descriptions or for omitting Exhibitor or any other exhibitor from any directory or other lists or materials. Organizer may also take photographs of Exhibitor's booth space, exhibit, guests and personnel during, before or after the open hours of the Event and use those photographs for any promotional purpose.

15. Care of Exhibit Facility: Exhibitor shall promptly pay for any and all damages to Exhibit Facility or associated facilities, booth equipment or the property of others caused by Exhibitor.

16. Taxes and Licenses: Exhibitor shall be solely responsible for obtaining all licenses, permits or approvals under federal, state or local laws applicable to its activities at the Event. Exhibitor shall be solely responsible for obtaining any necessary tax identification numbers and permits and for paying all taxes, license fees, use fees, royalties or other fees, charges, levies or penalties that become due to any governmental authority in connection with its activities at the Event. Exhibitor will not permit the delivery of merchandise at the Exhibit Facility without the express permission of Nielsen.

17. Insurance: Exhibitor shall, at its own expense, secure and maintain through the term of this contract, including move-in and move-out days, the insurance listed below. The insurance shall be primary to any other valid and collectible insurance of Exhibitor and shall be written on an occurrence basis. Claims made policies are not acceptable and do not constitute compliance with Exhibitor's obligations under this paragraph.
(a) Workers' compensation insurance;
(b) Comprehensive general liability insurance with limits not less than $1,000,000 per occurrence, $2,000,000 in the aggregate, combined single limit for bodily injury and property damage, including coverage for personal injury, contractual, and operation of mobile equipment, products and liquor liability (if applicable); and
(c) Automobile liability insurance with limits not less than $500,000 per occurrence, combined single limit for bodily injury and property damage, including coverage for owned, non-owned and hired vehicles, including loading and unloading operators (if applicable).

The insurance policies shall name as additional insureds Nielsen Business Media, Inc., the Exhibit Facility, and each of their subsidiaries, affiliates, officers, directors, employees, agents and representatives. If requested, copies of additional insured endorsements, primary coverage endorsements and complete copies of policies, satisfactory to Nielsen, shall be furnished to Nielsen. Certified copies of the certificates of insurance or policies shall provide that they may not be cancelled without 30 days' advance written notice to Nielsen.

18. Intellectual Property: Exhibitor shall not play or permit the playing or performance of, or distribution of any copyrighted material at the Event unless it has obtained all necessary rights and paid all required royalties, fees or other payments. Nielsen may refuse to permit Exhibitor to exhibit or display any items that Nielsen reasonably believes infringe the rights of other parties. If Exhibitor refuses to remove any of those items from display, in addition to any other remedies available, Nielsen may terminate this contract immediately and evict Exhibitor from the Event without any liability to Exhibitor or any other party.

19. Observance of Laws: Exhibitor shall abide by and observe all federal, state and local laws, codes, ordinances, rules and regulations, and all rules and regulations of the Exhibit Facility (including any union labor work rules). Without limiting the foregoing, Exhibitor shall construct its exhibits to comply with the Americans with Disabilities Act.

20. Additional Terms and Conditions: Nielsen has sole control over attendance policies. Except as provided to the contrary in this contract, all monies paid by Exhibitor shall be deemed fully earned and non-refundable at the time of payment. Exhibitor shall conduct itself at all times in accordance with professionalism and normal standards of decorum and good taste. In addition to its right to close an exhibit and withdraw acceptance of or terminate the contract, Nielsen in its sole judgment and discretion may refuse to consider for participation in future Events an Exhibitor who violates or fails to abide by the contract and any of the accompanying rules and regulations. Any amendment to this contract must be in writing and signed by an authorized representative of Nielsen. Exhibitor shall not assign this contract or any right or obligation hereunder. Exhibitor shall not sublet or license all or any portion of its exhibit space. By entering into this contract, Exhibitor and its affiliates explicitly consent to receive fax, telephone and other communications from Organizer and associated businesses under 47 U.S.C. § 227 and any other applicable regulations. The use of cameras and video cameras on the exhibit floor is strictly prohibited without the prior permission of Nielsen.

21. Exhibitor Service Manual: Prior to the Event, Nielsen will provide access to an Exhibitor Service Manual to the "Primary Contact" listed on the front of this contract. The Exhibitor Service Manual will include information integral to participation at the Event, including but not limited to: additional exhibitor rules and regulations, official contractor order forms, registration, shipping and drayage, utilities and building services, exhibitor display rules, and move-in, move-out schedules.

22. Incorporation of Rules and Regulations: Any and all matters pertaining to the Event and not specifically covered by the terms and conditions of this contract shall be subject to determination by Nielsen in its sole discretion. Nielsen may adopt rules or regulations from time-to-time governing such matters and may amend or revoke them at any time, with or without notice to Exhibitor. Any rules and regulations (whether or not included in an Exhibitor Service Manual or similar document) are an integral part of this contract and are incorporated herein by reference. Exhibitor shall observe and abide by additional regulations made by Nielsen as soon as these additional rules or regulations are communicated to Exhibitor.

23. Governing Law: This contract is governed by the laws of the State of New York as applied to contracts entered into and to be entirely performed within New York by its residents. Exhibitor hereby submits to the exclusive jurisdiction of the courts located in New York County, NY, which shall constitute the exclusive forum for the resolution of any and all disputes involving the parties or arising out of, connected with or related to this contract or the breach of any provision of this contract. Exhibitor waives any right to assert lack of personal or subject matter jurisdiction and agrees that venue properly lies in New York County, NY.

24. Outside Exhibits/Hospitality Suites: Exhibitor is prohibited, without express advance written approval from Nielsen, from displaying products/services and/or other advertising material in areas outside its booth space such as, but not limited to, parking lots, hotel lobbies, lounges, corridors, sleeping rooms, etc., as well as conducting unauthorized facility tours. Exhibitor shall not operate hospitality suites during hours in which the Event is open or when any Organizer-sponsored activities are being held. Exhibitor is prohibited from hosting hospitality functions during official Event hours. All requests for a hospitality suite or public function space must be made through Nielsen. If Exhibitor cancels or fails to occupy the exhibit space during official Event hours, Nielsen reserves the right to notify the applicable venue to cancel any hospitality space and/or hotel guest rooms under Exhibitor's name. Exhibitor shall remain liable for the payments made to the hotel or applicable venue.

25. Contractor Services: Nielsen has contracted, on an exclusive basis, official contractors to provide certain services for the Event. Service companies other than the official contractors will not be allowed to perform any of these exclusive services. Non-exclusive services may be performed by exhibitor-appointed contractors ("EAC") within certain guidelines. A complete listing of exclusive services and EAC guidelines will be provided in the Exhibitor Service Manual.

26. Character of Displays; Use of Aisles and Common Areas: Distribution of samples, printed matter of any kind and any promotional material is restricted to the exhibit booth. Exhibitor shall only exhibit products that it manufactures, represents or legally distributes. All exhibits shall display products or services in a tasteful manner. The aisles, passageways and overhead spaces remain strictly under control of Nielsen and no signs, decorations, banners, advertising material or special exhibits will be permitted in the aisles except by written permission of Nielsen. Uniformed attendants, models and other employees of Exhibitor must remain within its booth. Any and all advertising distribution must be made from Exhibitor's booth space. Balloons and stickers are prohibited in the exhibit area or Exhibit Facility. Handouts with gummed backing that adhere or cause adhesion are considered stickers. Equipment must be arranged so that show visitors do not stand in the aisle while examining equipment or watching demonstrations. Strolling entertainment or moving advertisements outside of Exhibitor's exhibit space are prohibited.

27. Sound Devices: The use of devices for mechanical reproduction of sound or music may or may not be permitted in Nielsen's sole discretion. Sound of any kind must not be projected outside of the exhibit booth. Exhibitor is specifically prohibited from employing any carnival-type attraction, animal or human, or from operating noise-creating devices such as bells, horns or megaphones. Rules regarding sound devices are outlined in the Exhibitor Service Manual.

28. Fire and Safety Laws and Rules: All federal, state and city laws must be strictly observed. A listing of material fire and safety regulations will be found in the Exhibitor Service Manual. All materials used for display of any kind must be flame proofed. This includes all materials used in specially constructed exhibits such as fabric or other materials. The use of crepe paper and any decorative paper of any type are prohibited and will not be permitted. Displays must meet all the required fire regulations. Displays that do not pass inspection will be ordered closed until all fire hazards are corrected or removed. All booth equipment (i.e., tables, chairs, displays, etc.) must not protrude into aisles under any circumstance. Exhibitor may be prohibited from exhibiting for infringing these rules.

29. Sub-Letting: No sub-letting or sharing of exhibit space will be permitted.

30. Freight Shipment: Separate information will be mailed to Exhibitor regarding freight shipments to and from the Exhibit Facility. Exhibitor should use the shipping labels provided by Nielsen for the Event to ensure proper shipment and identification. Shipments made in advance to the authorized Event contractor, as per instructions, will be delivered to your booth. At close of Event, if Exhibitor desires to arrange shipment of its exhibit materials by its own carrier, it should call for pick-up and inform Event's authorized contractor of its arrangements. EXHIBITOR MUST WAIT IN PERSON FOR PICK-UP. If Exhibitor does not remain in booth/exhibit area for the pick-up or if the pick-up does not occur within reasonable time, the authorized contractor may take the shipment to the contractor's warehouse at Exhibitor's own risk and expense. Exhibit merchandise and/or samples will not be permitted to be taken out of the exhibition area during the Event.

31. Solicitations: The following sales are strictly prohibited during the Event:
(a) Any retail sales including, but not limited to, any retail sale in violation of the retail sales tax regulations where the Event is being held.
(b) Any sale where display merchandise changes hands during the Event.
(c) Any direct sale from Exhibitor to consumer. The Event is strictly TO THE TRADE ONLY.

32. Rights of Offset; Enforcement: Nielsen reserves the right, in its sole discretion, to apply any or all payments made for the Event to any or all outstanding invoices owed to Organizer. This applies to ad insertions, sponsorships, booth space, or any other product or services offered by Organizer.

33. Entire Agreement: This contract (including the Exhibitor Service Manual and any additional rules or regulations adopted by Nielsen from time-to-time) represents the entire agreement between Nielsen and Exhibitor relating to the Event and supersedes any prior written or oral understandings, agreements or representations by or between Nielsen and Exhibitor relating to the Event.

34. Logo Usage: Organizer hereby grants to Exhibitor a limited non-exclusive license to use, display and reproduce the name of the Event (the "Mark") solely and directly in connection with exhibiting at the Event. Exhibitor may not use the Mark in any other way, including but not limited to, on party invitations, for special events or on marketing materials. This limited license expires at the conclusion of the Event. Organizer may terminate this license immediately at any time for any reason or no reason.

35. Booth Abandonment: Exhibitors that leave excessive literature and/or display materials in their booth space or surrounding area at the end of the published move-out time will be deemed guilty of "Material Abandonment" and will be invoiced for labor to remove materials and disposal charges.