

The rules and regulations governing this Trade Show, under the auspices of PMA, are part of each exhibitor's Contract for Exhibit Rights. Please read them carefully. All exhibitor personnel and contractors are responsible to know and to comply with these restrictions.

Rules and Regulations

WHAT MAY BE EXHIBITED

Commercial exhibits will be confined exclusively to photographic, videographic, and digital imaging products, materials, and accessories, including materials or equipment used in visual education, photographic reproduction processes, or other activities or processes recognized as related to or commonly associated with photography, or displays of other products and services normal to photo and video retailing and processing.

INSTALLATION AND SETUP

Exhibitors package backwall will be set up and awaiting the arrival of your personnel. Exhibitor setup times for installation of your graphics and product/merchandise can be found elsewhere in this *Manual*.

It is the duty and responsibility of each exhibitor to complete its exhibit one hour and forty-five minutes before the opening of the exhibition and to dismantle its exhibit immediately after the close of the exhibition.

EXHIBITION APPEARANCE

The Association reserves the right to reject any application for exhibit rights and to refuse to install or cause to be removed or altered any exhibitor's installation that, in the sole opinion of PMA, does not conform to show rules or to reasonable standards of appearance required for exhibits, or which for any reason is deemed to be harmful or objectionable to the best interests of the public or the Association.

Exhibitors are encouraged to make use of photography in their exhibits to dramatize the relation of their products to the business.

DISMANTLING AND EMPTYING CONTAINER RETURN

PMA will provide complete dismantling of the PMA-supplied package display components. Removal of products will begin at close of Show. Empty PRODUCT containers are returned first before display crates and other empties. Exhibitors who dismantle or remove their products early may lose the priority points earned by their participation, resulting in being assigned last at future PMA shows.

CLASSIFICATION AND LISTING

Classification and listing as an "Exhibitor" will be confined to the firm name OR product name (but not both) of the firm or firms who have legally entered into and signed an official exhibiting contract, and NO OTHERS. Firms who distribute or manufacture more than one brand name or product are entitled to no more than one listing for each booth unit or equivalent purchased. Such exhibitors may not, however, display in their booths in connection with their exhibits, the firm names of non-exhibiting manufacturers or distributors whose products they may be exhibiting in such size or manner as to in any way give the misleading impression that these non-contracting firms are in fact exhibiting.

Official status and listing as an exhibitor cannot be extended to any firm or persons simply on the grounds that they have a display of their products in a qualified exhibitor's space. The right to sublet ANY space is exclusively reserved to PMA and others' transfers of exhibit space cannot be honored.

RESTRICTIONS

Show management reserves the right to restrict exhibits that, because of noise or for any other reason, may become objectionable, and also to prohibit an exhibit that, in their judgement, may detract from the general character of the Trade Show. This restriction also includes persons, things, conduct, printed matter, or anything of a character that might be objectionable to the exhibition as a whole.

SECURITY

Exhibitors are solely responsible for the security of their product. However, PMA ushers and security personnel in uniform will also help by monitoring the exhibit areas. Precautions will be taken to deter losses due to pilfering, but the Association CANNOT and will not accept liability for losses of any kind. Any exhibitor who feels the desire to provide a private guard for its exhibits during or after show hours may do so by advance arrangement. Such private guards must conform to the regular rules for such employees, be logged in and out of the exhibit areas by PMA security, and meet all PMA Security Manual Standards. Under no circumstances will PMA tolerate or shall any exhibitor contract for the use or possession of firearms.

REMOVAL OF EXHIBITED EQUIPMENT AND EXHIBITOR SECURITY CHECKROOM

Photographic equipment, accessories, or exhibit equipment entered into the Show may NOT be removed after Show hours for any reason, except by express written permission. This will be strictly controlled to afford all possible protection to all exhibitors. A checkroom with 24-hour guard service is provided to exhibitors who find it convenient to check smaller items during periods they are not in the exhibit hall.

RESPONSIBILITY FOR LOSSES

PMA will not be responsible for losses due to theft nor held responsible for causes or conditions beyond its control, such as war, panic, mobilization, strikes, fire, flood, earthquake, disease, weather, or other similar conditions that might prevent the Trade Show from opening on time, continuing through its scheduled dates, or opening at all. It is agreed that under such conditions, the Association may deduct from amounts paid for exhibit spaces such proportionate amount as will correspond to advance expenses already incurred in administration and that cannot be recovered.

INSURANCE

PMA carries public liability insurance for liabilities potentially arising from common areas of the exhibition area including entrance, aisles, and washrooms used in conjunction with the installation, dismantling, and operation of the Trade Show.

Each exhibitor shall provide certification of own liability insurance regarding the individual exhibit area. Certification shall indicate "Comprehensive General Liability" including "Products Liability" and "Host Liquor Liability" in the event alcoholic beverages are to be dispensed in exhibits or hospitality suites. Such insurance should name PMA as an additional insured and should be set at a minimum of one million dollars (\$1,000,000); this should be evidenced on the insurance certification. Each exhibitor must also

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provide itself with workers' compensation insurance acceptable to the State of California.

Exhibitors shall carry their own fire, pilferage, vandalism, or other insurance coverage, if such coverage is desired.

The Association management will take all reasonable precautions to deter losses and protect the interests of exhibitors, but under no circumstance will PMA be liable for losses, except under its public liability insurance provisions.

Exhibitor has agreed to protect, save, and keep PMA and its agents and employees forever harmless from any damages, losses, or expenses of any nature caused by or arising out of any accident or other occurrence to any person or property, including the person and property of the exhibitor, its agents, employees and invitees, in connection with the exhibitor's occupancy or use of any part of the exhibition premises, whether or not any such damage, loss, or expense is the result of the negligence or other fault of the Association.

Exhibitor has also agreed that it and those holding under the exhibitor shall strictly comply with the applicable terms and conditions of the agreement between the Association and the Convention Center Authority regarding use of the exhibition facilities.

Exhibitor has further agreed that it has waived, on behalf of itself and its insurance carriers, all rights of subrogation against the Association for any and all damages, losses, or expenses to any person or property. In the event the exhibitor's policies of insurance do not authorize the exhibitor to unilaterally waive these rights of subrogation, exhibitor has covenanted and agreed that prior to delivery of its exhibits, it shall obtain the written consent of its insurance company to such a waiver of subrogation, or it shall name PMA as an additional insured under such policies. Exhibitor agrees that in the event exhibitor fails to obtain such a waiver of subrogation or to add the Association as an additional insured, it is contractually liable to the Association for all damages, losses, and expenses, including reasonable actual attorney's fees incurred in enforcing this contract, defending any subrogation suit, and in payment of any judgement or reasonable settlement to the insurance carrier.

MEETINGS AND ENTERTAINMENT

As an express condition to the assignment and acceptance of exhibit rights, the exhibitor agrees not to organize, promote, publicize, invite, or provide transportation to or from any organized group attendance or exhibiting activities at any non-PMA Show sponsored exhibit, entertainment, visit or meeting at any time period during the advertised Convention and Trade Show dates without the prior written consent of PMA.

DEMONSTRATIONS, USE OF MODELS, ETC.

All demonstrations, promotional or advertising and selling activities, or the use of living models or mascots connected with your participation must be conducted within the area of the exhibitor's own booth. All models shall be discreetly clothed and must wear a suitable garment covering any advertising or sponsor's names whenever they are not on duty and within the confines of exhibitor's own exhibit space.

MOTION PICTURES AND VIDEO

The use of motion pictures and audiovisual presentations (under local ordinance regulations) is permitted but subject to the control of Show Management. Such presentations are permissible only when used in such a manner as to not be objectionable to neighboring exhibitors. Exhibitors will be required to comply with local ordinances of fire, police, health, and other departments in the display of the exhibits. Experienced, licensed operators will be available to carry out your instructions if required by local agreements.

RECORDING, PHOTOGRAPHING, OR OTHER REPRODUCTION OF PMA CONVENTION ACTIVITIES

All reproduction of PMA Convention activity is understandably at the discretion of PMA Convention Management.

For obvious reasons, PMA has had a long-standing policy of allowing only personal cameras into the PMA Convention. These cameras are allowed into the Convention area with the understanding any photographs taken will be for personal use only.

Press still photography is allowed upon clearance with Show Management and with the understanding that photographs are to be used for news coverage of the event and not used in any manner for commercial purposes.

For many years, PMA has provided credentialed press with complimentary photographs for their use in reporting on the event. These complimentary photographs can be selected from proof sheets available in the PMA Show Press Room.

Use of recording devices is limited to personal use only and is at the discretion of Convention Management. Some events cannot be recorded due to contractual arrangements with speakers, recording companies, facilities personnel, or when it is the decision of Show Management that such recording would be disruptive or not in the best interests of the event.

Video and motion picture use at the Convention must be cleared in advance with Convention Management and is limited to one short "news coverage" segment per day that cannot exceed five minutes duration. Access to the Trade Show floor or Convention areas to persons with video equipment is limited to those who have received Convention Management approval and are accompanied by Convention Management personnel. For logical reasons, such access is limited and allowed for extremely short periods of time only.

SOUND-MAKING/AUDIOVISUAL EQUIPMENT

Use of sound-making and amplification devices is a privilege that can be withdrawn by Show Management if presentation noise levels or content become objectionable. Excess noise level is defined as greater than 85 decibels maximum at the aisle. Speakers must be placed in such a way that sound is not directed into the aisles or other exhibits. Show Management reserves the right to determine at what point sound constitutes interference with others and must be discontinued.

ADVERTISING AND PROMOTION

Advertising and promotion activities in the Trade Show area are limited to the confines of the booth of each respective exhibitor. Distribution of noise-making devices of any kind is prohibited. Show

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Management reserves the right to ban objectionable premiums or novelties and to prevent the sale or distribution of any articles or products that it believes might endanger the health and safety of those attending or disturb other exhibitors.

Nothing shall be posted on, tacked, nailed, screwed, or otherwise attached to columns, walls, floors, or other parts of the building and furniture. This, of course, includes any sort of promotional decals. Any costs to remove and/or repair such postings will be at the expense of the offending exhibitor.

ADVERTISING CIRCULARS OR ITEMS

Advertising circulars or items may be distributed from exhibitor booths only and **MUST NOT** be placed on the Convention meeting room chairs or in any other areas. Exhibitors may distribute circulars pertaining to their own products that do not detract from the Trade Show, conflict with any other areas or conflict with objectives of the Convention at hotel guest rooms if requests are submitted in writing to PMA at least ninety (90) days in advance of the event and approved in writing by PMA.

SOLICITATION OF EXHIBITORS

The Association positively does **NOT AUTHORIZE** any firm or individual to solicit exhibitors on any basis because of their participation in the Show. The names of any individuals or firms doing so should be reported to Show Management. This does not include PMA official contractors, nor the regular advertising solicitations for the regular issues of recognized photographic, picture framing, and graphic arts trade publications.

CONTESTS, LOTTERIES, DRAWINGS, FREE MERCHANDISE, AND PRIZES

Contests, lotteries, drawings, free merchandise, and prizes are allowed any day during Trade Exhibit hours. For the purposes of cooperative promotion of last-day attendance, give-aways are encouraged where distribution of all prizes and awards **are made on the last show day within the exhibitor's space to winners actually present to claim the item.** For those exhibitors meeting these last-day conditions, and if PMA so decides, a special section may be provided in the program listing the last day as "Prize Day." This listing would then show names and booth numbers of all exhibiting firms participating in Prize Day.

TRADE PUBLICATIONS

The rules for selling, promoting or distributing trade or other publications are exactly the same as for any other participating exhibitor.

In addition, one copy of each recognized trade publication may be distributed once during the Show on a complimentary basis to the booth of each exhibitor in the Show, by any publishing firm which is also a contracted exhibitor. Only eligible cooperating trade publications may distribute Show dailies in publication bins or in PMA official hotels. Other imaging industry publishers may distribute Show issues, Show dailies, or other publications or advertising papers from only their own contracted exhibit spaces. Show daily publishers are responsible for, and should anticipate, Official Contractor off-target freight receiving fees. Requests should be submitted to PMA Show Management at least 90 days prior to opening of the event.

CONFORMANCE WITH REGULATIONS

The Association management and officers shall have the right to close, without indemnity, the exhibit of any exhibitor which shall refuse, after notice, to conform to the regular rules of the Trade Show, which apply to all exhibitors.

NOTE: Display Rules and Regulations are listed under Display Guidelines. Make sure they are read carefully and observed thoroughly.

FIRE REGULATIONS

No combustible decoration, such as crepe paper, tissue paper, cardboard, or corrugated paper, shall be used at any time. All packaging containers, excelsior, and wrapping paper (which must be flameproof) are to be removed from the floor and must not be stored under tables or behind displays. All curtains, drapes, or decorations must be noncombustible or flameproof as prescribed in the Anaheim, California Fire Code. All materials and fluids that are flammable are to be kept in safety containers. Open flames, butane gas, oxygen tanks, etc., are not permitted. All compressed air tanks used must conform to all federal, state, and local regulations and must be secured in a fashion so as to prevent accident from fall, puncture, and pilfering. Also note Anaheim Convention Center General Policies, Rules and Regulations.

LABOR REGULATIONS

Certain aspects of exhibit erection and dismantling may require Union personnel carrying the appropriate Union card and prominently wearing proper PMA Show badging. Teamsters, electricians, stagehands, and other skilled labor can be obtained from the official contractor at established rates. Arrangements should be made in advance with the official contractor, GES Inc.

FOOD AND BEVERAGE SERVICES

All food and beverages consumed, prepared, served, or distributed at all events in the Anaheim Convention Center (including food or beverage items used for promotional purposes) must be purchased through the exclusive catering provider, ARAMARK. Food and beverage items in the exhibits and/or meeting rooms are subject to regulations and permit requirements of the Orange County Health Agency the Anaheim Convention Center, and ARAMARK. For details and menus for booth hospitality, call 714-765-8808.

MUSIC LICENSING

If your firm is contemplating use of live musicians in your exhibit, you must obtain written permission from the PMA Trade Exhibit Services Department well in advance of show move-in. Extraordinary licensing costs may be apportioned among exhibitors whose presentations include live music.

OUTSIDE PREMISES EXHIBITING

PMA exhibitors have paid for the privilege of exhibiting at the PMA Convention. They are naturally entitled to know that exhibiting and promotional activities must necessarily be confined to the contracted booth spaces. You should be assured that the aisles

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and common areas, the parking lots, and access streets are not allowable areas for unauthorized sales, promotion, advertising, research, and entertainment activities during Convention hours. Prohibited items include signs, stickers, tethered balloons, costume characters, robots, leafletters, survey takers, remote-controlled devices, and any sort of marked or unmarked promotional vehicles: buses, motor homes, trailers, demo vans, mobile exhibits, sound trucks, race cars and/or their carriers, etc. Off-floor hospitality suites are always prohibited during programmed Convention and Trade Show hours.

AMERICANS WITH DISABILITIES ACT

The Anaheim Convention Center and PMA are complying with the specific requirements of the Americans with Disabilities Act (ADA) regarding accessible facilities for the disabled in all permanent building areas and in Convention and Trade Show common areas. Exhibitors are responsible for compliance within their assigned exhibit spaces.

PHOTO PROCESSING CHEMICAL WASTES

Live photo processing equipment demonstrations are permitted in the exhibits subject to federal, state, and local environmental and safety laws and regulations, Anaheim Convention Center hazardous waste regulations, and all provisions of the *Photographic Wastewater Guidelines for PMA Trade Show Exhibitors*. Exhibitors who will conduct "wet-running" demonstrations must notify PMA Trade Exhibit Services on a *Chemical Waste Generator Statement* form – located under

the *Technical Services* section of this *Exhibitor Information Manual*. PMA will respond with copies of the *Guidelines* and information for arranging authorized waste removal service.

MSDS forms (Material Safety Data Sheets) describing the process wastes and effluent volume estimates must be provided to the Association 60 days prior to the move-in of the Show. All generating exhibitors must supply their own temporary U.S. EPA Generator Identification numbers.

Wastewater and spent chemical solutions may only be moved from the exhibit spaces by the official PMA photo waste contractor. They may only be transported from the Convention Center premises to a properly licensed treatment facility by a licensed, permitted, and insured HAZMAT carrier, under an EPA Hazardous Waste Manifest. The official photowaste contractor will offer convenient, compliant, competitively priced transportation and recycling/recovery services.

There are serious penalties for unlawful handling of photo process effluents. Under no circumstances may exhibitors: dispose of chemical solutions in sewer drains; dump them on the floor or on the ground; abandon them as trash; transport them from their booth themselves; conceal them inside outbound freight; ship them on a carrier not correctly licensed for chemical waste; consign them to landfill disposal; or otherwise dispose of them improperly. No chemicals may be brought into the lavatories, kitchens, or janitor closets of the Convention Center; such areas will be monitored for environmental violations. Damages, fines, and costs of cleanup will be the sole responsibility of the exhibitor in incidents of spill or unauthorized disposal.