



Movie Expo: Virtual Edition 2021

Terms and Conditions

The Movie Expo Virtual Edition Exhibitor Terms and Conditions has adopted a series of rules and regulations designed to increase the quality of company online participation at the MEV 2021. Companies and organizations must agree to abide by these regulations to be eligible to participate in the event. These are the terms and conditions (the “Agreement”) governing your participation in any Movie Expo owned and operated virtual event, meeting, session, masterclass, show, seminar or conference (the “Virtual Event”). The Movie Expo is a Canadian Company registered and governed by the laws of Ontario, Canada. By registering for the Virtual Event, you agree to these terms, which form a binding legal contract between the Virtual Event owner and host, Movie Expo and its authorized representatives (“MEV” or “Show Management”) and the registered exhibitor (“you” or “Exhibitor”). Registered exhibitor (“Exhibitor”) includes both business vendors and sponsors participating in the Movie Expo Virtual Edition Booth Exhibit taking place online on the Movie Expo website and virtual platform (“The Site”). If you are registering on behalf of your company, it is your responsibility to ensure all person(s) participating from your company is aware of these terms and accepts them. By completing the registration on behalf of your company you are warranting that you have made the Exhibitor aware of these terms and that they have accepted these terms.

1. CONTRACT FOR VIRTUAL EXHIBIT SPACE.

- a. This Contract for MEV 2021 Exhibit Space will be effective only upon its acceptance by Show Management and after it has been signed by the exhibitor and returned to Show Management, whether via PDF contract or via the Online Booth Order Portal.
- b. In respect to the licensing of the MEV 2021: Virtual Event booth space, sponsorship, advertisement and related services - the amount and payment terms are stated on the Booth Order Portal. Once we have received your order, a confirmation email will be sent to you once your contract has been approved.

2. PAYMENT SCHEDULE.

- a. For new virtual booth purchases 100% of booth payment is due at the time of rental. Exhibitors will not receive access to the virtual booth platform until all funds are received by MOVIE EXPO. Online payment by credit card or telephone payment to purchase results in immediate confirmation of booth purchase.
- b. Payment Methods.
- c. Payments may be made by credit card, wire transfer, bank draft, or electronic email transfer. If exhibit space is not paid in full by the required due date, the Association reserves the right to cancel space and retain the amount paid as liquidated damages. All outstanding balances due MEV for advertising, sponsorships, meeting space, etc., must be paid in full prior to exhibit creation.
- d. All sums due under this contract are payable to **MOVIE EXPO** in Canadian Dollars at its office in Richmond Hill, Ontario the aforementioned mailing address. The parties agree that the obligations and undertakings of the parties are performable in Ontario.
- e. All payments are non-refundable except as otherwise stated by the cancellation policy.
- f. The entire Virtual Event Participation Fee must be paid in full prior to the Virtual Event dates.



- g. If the exhibitor fails to pay the entire virtual event participation fee at the time specified, or fails to comply with any of the terms and conditions or rules and regulations, Show Management may remove the exhibiting company's logo and company information from the event platform.
- h. Exhibitors will forfeit their virtual presence if their balance is not paid in full by March 12, 2021.

3. VIRTUAL EVENT DATES.

- a. Movie Expo Virtual Edition will provide a live engagement event beginning Saturday March 20, 2021 through Sunday, March 21, 2021. All panel sessions, performances and virtual exhibit booths will be accessible by all participants through March 21, 2021. The dates and times of Movie Expo Virtual Edition Live are as follows:
 - **Saturday, March 20, 2021:**
Movie Expo Virtual Edition Live Engagement
10:00am – 8:00pm EST Panel Sessions & Virtual Exhibits
 - **Sunday, March 21, 2021:**
Movie Expo Virtual Edition Live Engagement
10:00am – 6:00pm EST Panel Sessions & Virtual Exhibits
6:00pm – 6:45pm EST Special Presentation and Award Show
7:00pm – 8:00pm EST Panel Session
 - **Thursday, March 24, 2021:**
Movie Expo Recordings
24 hour on-demand access to all Panel Discussion session recordings
- b. Show Management reserves the right to update or change the program content and schedule without notice. Access to the Virtual Exhibit Halls will begin at 10:00am EST March 20, 2021. Following the Virtual Exhibits Grand Opening, all virtual exhibit booths will be accessible 24 hours every day until 9:00pm March 21, 2021.

4. VIRTUAL BOOTH SPACE.

- a. Virtual Exhibit space is assigned with the express understanding that it is to be used solely for the display of the exhibitor's technology-based products and services that the exhibitor holds out for the filmmaking industry. Due to the nature of the virtual exhibit hall format, Exhibitors will not select the exact location of their virtual booths. Show Management will be responsible for assigning the location of the virtual booth upon completion of the virtual booth rental.
- b. Virtual Booth Preparation.
 - i. Virtual Booths are customizable up to the parameters listed of the purchased Movie Expo Exhibitor Package. Virtual Booths should look professional and engaging. If utilizing video, the footage should be clean and professional. All presentations,



logos, and design components of the Virtual Booth must be compliant with the Movie Expo Virtual Edition Code of Conduct.

- ii. Any Exhibitor who is unable to comply with the Movie Expo Virtual Edition Code of Conduct, may be instructed to remove the exhibit in its entirety, or the part of the exhibit that does not conform. Based on these circumstances, Show Management will not give refunds to any exhibitor asked to remove their virtual exhibit. As a result, any costs incurred by MEV from the adjustments made to the exhibit design will be paid for by the exhibitor.
- iii. Exhibitors will have until the time of confirmation and acceptance of this contract until 11:59pm Monday March 15, 2021 to complete and finalize all still and video uploads. Confirmed and accepted Exhibitors will receive instructions from the event platform provider, to access the virtual booth. MEV will provide resources to Exhibitors to assist with onboarding of Exhibitors. Pre-Show booth testing must be scheduled and performed the day prior to the event or the morning of the event. Untested Virtual Booths may be restricted or removed from the event and registered personnel may be restricted from accessing the event.
- c. Exhibitors must only show goods/services manufactured or dealt in by them in the regular course of business. All materials must be relevant to the exhibitor's products and shall not be made primarily to attract or amuse.
- d. Distribution of items other than literature describing the organizations' product or services is discouraged.
- e. Exhibitors must adhere to provincial laws of Ontario regarding holding raffles in their booth.
- f. Right to Reject or Eject – Show Management may reject, eject or prohibit the Exhibit in whole or part, or the Exhibitor or its representatives, with or without giving cause. If any exhibit or the Exhibitor or its representatives is ejected for violation of any provisions of this Agreement or for any other stated reason, no refund of any portion of the contract price shall be made.
- g. Early Abandonment.
 - i. The Virtual Exhibitor shall not initiate move-out or abandon its virtual exhibit prior to the official Show closing time, unless previously approved by Show Management. Violation will cause Exhibitor to be subject to a \$500 fine and loss of eligibility to participate in future shows.

5. EXHIBITOR LOGO DISPLAY

- a. Exhibitors will be listed at sponsorship level. Show Management is not responsible if a perceived competitors' logo(s) are located near or next to each other in the digital listing.
- b. Show Management shall have no liability for its failure or inability to comply with the exhibitor's requests, and the exhibitor shall have no right to cancel this agreement because of Show Management's failure to comply with the exhibitor's requests.

6. PROHIBITED USE



- a. No area of the Movie Expo Virtual Edition platform shall be used for any improper, immoral, illegal or objectionable purpose. Exhibitor may not harass or antagonize another party or attendee. All exhibit personnel must adhere to the Movie Expo Virtual Edition Code of Conduct as described in the CODE OF CONDUCT. Any exhibitor found guilty of improper conduct may be removed from the event and the virtual booth removed from the exhibit hall. The exhibiting company will be penalized the priority points they were to accrue for the meeting.
- b. Show Management reserves the right to remove exhibits which because of conduct of exhibitors, method of operation, materials, or any other reason becomes objectionable.
- c. MEV reserves the right to prohibit or remove any exhibit which in the opinion of Show Management may detract from the general character of the exhibition as a whole. This includes but is not limited to persons, things, conduct, resources, or anything of a character which the management determines is objectionable. In the event of such removal, Show Management will not issue any refunds for virtual booth or any costs associated with exhibiting. Exhibitors also agree to display materials consistent with MEV Official Position Statements.

7. CODE OF CONDUCT

- a. Exhibitors are expected to conduct themselves in a professional manner and treat others with respect. In agreeing to the terms and conditions of the Movie Expo Virtual Exhibit Space contract, all participants agree to adhere to the Movie Expo Virtual Edition Code of Conduct. An exhibitor who engages in what Show Management determines is disruptive or abusive behaviour will receive one written warning.
- b. Any further conduct of this nature will result in the removal of the offending person or persons. At its discretion, if at any time Show Management deems a virtual exhibit, or an exhibit's contents objectionable, Show Management reserves the right to re-move and/or cancel the exhibit space or any portion thereof at Exhibitor's sole expense. This reservation includes persons, things, conduct, printed matter, signs, products or any item of poor character, which, in the sole judgment of Show Management, is detrimental to or unsuitable for the Show or jeopardizes the Show's safe operations.
- c. This right may be exercised by Show Management at any time, regardless of whether it is before the Show or during the Show. In the event the right is exercised during the Show, Show Management shall not be liable for refund of exhibit space rental fees, exhibit equipment rental fees or any other expense incurred by reason of Show Management's removal.
- d. Show Management shall not be responsible for delays, claims, demands, damages, losses, increased costs, liabilities, changes, actions, expenses or any other unfavorable direct or indirect consequential or otherwise conditions arising by virtue of any cause not within the control of Show Management.



- e. Show Management shall not be liable for refund of exhibit space rental fees, exhibit equipment rental fees or any other expense incurred by reason of Show Management's removal of objectionable contents or cancellation of the exhibit space or any portion thereof. Exhibitor hereby expressly waives any and all rights and claims, actions and demands for damages, costs and expenses, including without limitation, legal fees, lost profits, and costs of goods sold, against the virtual hosting platform, Show Management, their directors, officers, agents, employees and/or servants for such removal and/or cancellation.
- f. Exhibitor waives any right to claim for damages against Show Management or the Facility for the ejection of any person or persons from the Facility by the Facility or Show Management where, in the sole determination of the Facility and/or Show Management, such person or persons have or likely will create a danger to public health and/ or safety or behave in a relocation.

8. BOOTH SHARING AND SUBLETTING

- a. Virtual booth sharing is not allowed for Movie Expo Virtual Edition. No exhibitor shall sublet or apportion any of his/her allotted virtual exhibit space with another business or firm, nor permit any other person or party to market, display or present therein any goods or services not manufactured or distributed by the exhibitor.
- b. No assignment or "subletting" of space. The assigned booth space is for use by the registered exhibiting company only. The exhibitor may not assign this agreement and may not permit or "sublet" all or any part of its assigned digital listing to any other business or firm, unless Show Management has given prior written approval. Any such assignment, permission or sublease without Show Management's prior written approval will be deemed in violation of this agreement.

9. FORCE MAJEURE

- a. If MEV is prevented from carrying out its obligations as a result of any cause beyond its control, where the virtual platform cannot be virtually conducted because of a software or issue with the hosting platform (not including problems with the user's personal internet connection or equipment), or caused by an act of God, action by any governmental or quasi-governmental entity; fire, flood or other disaster; epidemic or pandemic; communicable diseases; public enemy; insurrection; riot; explosion; embargo; terrorist attacks; strikes whether legal or illegal; labour or material shortage; work slowdown; transportation interruption of any kind; authority of law; the building being destroyed or substantially damaged; (collectively a "Force Majeure") Movie Expo shall have the right to immediately terminate the event without liability and shall be relieved of its obligations to the Exhibitor. Should a Force Majeure event gives rise to a failure, cancellation or delay of the Event, Show Management will consider a refund of a portion of the exhibitor's payment, taking into account: 1) Show Management's historical record of refunds in like situations and 2) Show Management's financial situation as a result of the Force Majeure event.
- b. The phrase "cause not within the control of Show Management" shall include exhibitor internet service, fire, casualty, flood, epidemic, earthquake, explosion or accident, blockage,



embargo, inclement weather, governmental restraints, restraints or orders of civil defense or military authorities, act of public enemy, riot or civil disturbance or commotion, malicious damage, sabotage, vandalism, acts of terrorism, or other similar activities, strike, lockout, boycott or other labor dispute or disturbance, inability to secure sufficient labor; technicolor other personnel, absence of premises required for the exhibition, failure, impairment or lack of adequate transportation facilities, inability to obtain or requisition or commandeering of necessary supplies or equipment, change in local, state or other law, ordinance, rule, order; decree or regulation, whether legislative, executive or judicial, and whether constitutional, or act of God and the words act(s) or shall include "threat of or perceived threat".

10. CANCELLATIONS

- a. Cancellation policy is determined by date of cancellation and fee schedule is as follows: 50% total cost of booth if cancellation is received on or after February 20, 2021. 100% total cost of booth for any cancellation received on or before January 20, 2021.

11. AMENDMENTS TO CONTRACT

- a. Exhibitor recognizes and agrees that MEV retains full power and authority to interpret and enforce all rules and regulations for the Movie Expo Virtual Edition, including the authority to amend or adopt new rules and regulations that MEV considers necessary and proper for the event. Failure to comply with these or any other regulations or amendments shall constitute sufficient cause for MEV to require the immediate removal of the offending exhibitor. This may result in forfeiture of all fees paid and the opportunity to exhibit at future conferences or exhibitions sponsored by MEV.
- b. MEV and Show Management reserves the right to make modifications to the exhibit hours as may be necessary to meet conference needs.

12. LICENSES/PERMITS

- a. The Exhibitor shall be responsible for obtaining any licenses, permits or approvals required under local or provincial law applicable to the Exhibit and activity at the Exhibition. The Exhibitor shall be responsible for paying all taxes, license fees or other charges that shall become due to any government authority in connection with the Exhibit and their activities at the exhibition.

13. THE WEBSITE

- a. The Site may contain links to third-party websites that are not owned or controlled by Show Management (MEV). MEV assumes no responsibility for the content, privacy policies, or practices of any third-party websites.
- b. The Site will not and cannot censor or edit the content of any third-party website. You acknowledge that MEV will not be liable for any and all claims, demands, and damages of any kind and nature arising out of or in any way connected from any and all potential liabilities arising from the use of any third-party website.
- c. MEV cannot guarantee the availability or performance of any third-party services used to support the Site.



- d. Such third-party services may change their operations without notice to us. Therefore, we shall not be liable for any outages, version changes, delivery delays, failures, bugs, or termination of third-party network service.
- e. Third-party networks have their own terms of use, and you must comply with any terms and/or conditions provided by any third-party network.
- f. We have the right to refuse access, service or disable your account on our Site at any time for any reason or no reason without notice, explanation or liability of any kind.

14. PERSONAL PRIVACY AND PROTECTION

- a. MEV and all third-party services with access to or storage of personal data shall comply with Canada's Personal Information Protection and Electronic Documents Act (PIPEDA). MEV's exhibitors and customers are considered the controller of the data from a PIPEDA perspective, making our customers ultimately responsible for fulfilling data subject rights and ensuring that opt-in consent is in place. MEV, as the data processor, understands that our exhibitors and customers will need to rely on MEV to collect the opt-in information because they use the MEV platform to collect information for user registrants (data subjects).