

Section 2: Terms and Conditions

1. Character of the Convention and Exposition: The Prospectors & Developers Association of Canada (PDAC) reserves the right to determine the eligibility of any company, product or service and the right to restrict, prohibit or evict any Exhibitor, person(s) or product which detracts from the character of the Convention and Exposition or for any violation of the following Terms & Conditions. In the event of such restriction or eviction, PDAC is not liable for exhibit fees or any other cost(s) incurred by the Exhibitor. Violations of the Terms & Conditions will result in loss of Exhibitor renewal status. Exhibits must be designed and operated in a manner that respects the rights of other Exhibitors and attendees. (A) Personnel must be dressed appropriately. (B) Exhibitors must confine their activities to their exhibit space.

2. Payment terms: (A) All Renewing Exhibitor Application forms must be accompanied by payment information for the exhibit space(s) occupied in 2017 no later than **August 18, 2017**. Failure to provide payment constitutes a cancellation of this contract and PDAC reserves the right to resell the exhibit space(s) without notice after **August 18, 2017**. After this date the company will forfeit renewal status and will be required to apply as a New Exhibitor (should your company wish to exhibit at PDAC 2018). (B) If the Renewing Exhibitor Application form has been received but payment is outstanding by **August 18, 2017**, relocation/expansion requests will not be considered. (C) PDAC does not process New Exhibitor booth rental fees unless an exhibit space has been offered and accepted. If payment is required, PDAC will contact the Booth Rep for payment information. (D) Exhibitors applying for the Corporate Member booth rate must submit a PDAC 2018 Corporate Member Application form with payment. Exhibit rental fees and Corporate Membership payment will be processed upon receipt. Booths will not be assigned until Membership and Exhibit fees are paid in full. PDAC reserves the right to process exhibit payment at the Non Member rate if the Membership Application form and payment does not accompany an Exhibitor Application form. Corporate membership payments are non-refundable.

3. Booth assignments: Booth numbers will be confirmed starting no sooner than **October 31, 2017** via email. Booths are assigned on a first-come, first-served basis (subject to availability). PDAC reserves the right to alter assigned space(s) if it is deemed necessary to the best interest of the Convention and Exposition. Relocation/expansion requests are processed in priority sequence based on the date and time the completed Exhibitor Application form is received (subject to availability).

4. Cancellations: All PDAC 2018 cancelled booth spaces will be resold and the newly registered company will have renewal status for that booth space at PDAC 2019 and going forward. All cancellation requests must be made in writing and

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administrative fees are based on the date the cancellation request is received. See below for the cancellation refund schedule:

Prior to November 22: 75% refund

November 23 – December 31: 50% refund

After December 31: Exhibitors are responsible for the full rental fee plus HST

Membership fees are non-refundable.

5. Exhibit space rental: Each 10' wide booth includes a standard white flameproof 8' high back drape, 3' high side drape (hard walls are not included), one 120 volt electrical outlet, aisle carpet, onsite support services, one Exhibitor Manual (if requested on application), 24-hour peripheral security, company listing (company name as noted on the Exhibitor Application form, website not listed) in the Convention Program (provided full payment is received by January 19, 2018), online exhibitor list and floor plan, four complimentary Exhibitor Staff Passes (permit access to the Trade Show & Trade Show North and Investors Exchange floors only), one complimentary All Access Pass and one convention bag with materials.

6. Subletting or reselling of exhibit space(s): Failure to abide by any of the following will result in loss of renewal status for PDAC 2019. (A) Subletting or reselling of exhibit spaces is prohibited. The exhibiting company on record must occupy the exhibit space and be figured prominently at all times. PDAC does not permit sub-listings in online or printed materials. (B) If an Exhibitor does not occupy their exhibit space by the first day at show open, PDAC may occupy the space. (C) Exhibitors must mount and staff their booth for the duration of the show. A detailed list of Show Rules & Regulations can be found in the Exhibitor Manual, along with the Exhibitor move in/out schedule.

7. Display and exhibits: Exhibits must be appropriately finished on all sides and surfaces. If such surfaces remain unfinished at the start of the Convention and Exposition, PDAC may authorize the official contractor to apply the necessary finishing at the Exhibitor's expense. Displays and exhibits cannot interfere or block sightlines of other exhibits. Refer to the Exhibitor Manual for more regulations on building displays.

8. Floor plan approval: Companies occupying four or more booth spaces are required to submit a final booth floor plan to Exhibit Management no later than **January 26, 2018**. PDAC will not review and approve multiple floor plans. Failure to submit a floor plan by the above deadline will result in an exhibit space reduction to three inline booths.

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9. Competing Exhibitors: It is the Exhibitor's responsibility to notify the PDAC of competing Exhibitors that they wish to be separated from on the show floor. Renewing Exhibitors who do not request a relocation are also responsible for completing the "Separate us from" question on the Exhibitor Application form.

10. Display, distributions or soliciting: Demonstrations, posters/signs, literature and equipment are not permitted outside of the booth space(s) and must be confined to the booth(s) interior. Any literature distributed outside of the Exhibitor's assigned booth space(s), in public areas, will be discarded immediately. Standing in the aisles, in lobbies or intercepting those in attendance is prohibited.

11. Damage to property: Any damage to property caused by an Exhibitor will be paid for by that Exhibitor. Do not paint, tape, nail, screw, drill or tack anything to the walls, columns, floor or ceiling of the building, adjoining displays or the official contractor's display materials.

12. Fire Department regulations: Display and packing materials must be flame-retardant. Electrical equipment must be set up in a manner to comply with approved safety standards and must be wired by a licensed electrician.

13. Peripheral security: PDAC will provide peripheral security during the start of move-in to the completion of move-out. PDAC will not accept any liability for loss or damage to the Exhibitors' booth(s) or materials. All property of the Exhibitor is understood to remain under the Exhibitor's custody and control, in transit to and from or within the confines of the Exhibit Hall.

14. Insurance: All Exhibitors, their contractors and suppliers working in the Exhibit Hall, are required to carry \$3,000,000 liability and property insurance for their merchandise and displays while in transit and while at the show. Exhibitors must operate and maintain their exhibit so that no injury will result to any person or property. All Exhibitors must retain their Certificate of Insurance and be able to present it to Show Management (upon request only).

15. Liability and restriction: Each Exhibitor shall indemnify, defend and hold harmless PDAC, its officers, directors, employees, agents and suppliers from and against any and all claims, demands, causes of action and costs, including legal fees for damages of any kind whatsoever including without limitation, any action of any nature by PDAC, including PDAC's failure to hold the Convention and Exposition as scheduled and/or direct damages to property and injury or death to persons, caused by, arising from or connected with the Exhibitor's occupancy or use of the space by any act or omission on the part of the Exhibitor, its employees, agents, contractors, subcontractors or invitees which may cause or result in any such damage, injury or

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death. PDAC reserves the right to change the date or dates upon which the Convention and Exposition is held, and/or the location at which the show is held and shall not be liable for damages or otherwise by reason of any such change. In the event that the Convention and Exposition is cancelled for any reason beyond PDAC's control (such as, but not limited to, Acts of God, restrictive government regulations, riots, disasters, strikes, curtailment of transportation facilities, insurrections, war, terrorist activities, quarantine restrictions, or public health emergencies of national or international concern) then PDAC shall in no way whatsoever be liable to the Exhibitor other than to return to the Exhibitor, without interest, such sums as have been paid as a deposit or advance in connection with the show less a proportionate share of the Convention and Exposition costs incurred.

16. Competitive events: Competitive events which distract from the Convention and Exposition are prohibited.

17. Sales promotions and draws: Draws conducted by the Exhibitor must be free of obligation on the part of the winner. Only draws conducted by the PDAC may take place on the show floor, in any public place other than an Exhibitor's assigned exhibit space(s). Public announcements cannot be made on the Exhibitors' behalf and no area will be provided on the show floor to post prize winners' names. Hazardous and nuisance causing giveaways are prohibited. In cases where audio visual equipment is used, the sound must be subdued to such an extent as to ensure its having no nuisance effect on neighbouring Exhibitors. Live music is prohibited.

18. Exhibitor registration: Exhibitor registration must be completed by sales, marketing, management and/or authorized booth personnel. PDAC reserves the right to limit the number of Exhibitor personnel to four representatives per 10' wide booth space.

19. Installation, show and removal of exhibits: The Exhibitor agrees to abide by the hours and dates specified by PDAC. Packing of exhibits prior to the close of the show is prohibited. Exhibitors shall be liable for all storage and handling charges or failure to remove exhibits by specified times and dates noted in the Exhibitor Manual. During move in/out, while heavy machinery is in operation, children under the age of 16 are not permitted on the show floor.

20. Alcohol: Any persons found to be intoxicated will not be permitted on the show floor.

21. Smoking: Smoking is not permitted on the show floor.

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22. Amendments to Terms & Conditions: PDAC, at its discretion, may make reasonable changes, amendments or additions to these Terms & Conditions. Any changes, amendments or additions shall be binding on the Exhibitor. Interpretation of these Terms & Conditions shall rest with Show Management in all instances and noncompliance can result in ejection of the offending Exhibitor, or closing of the exhibits and/or loss of renewal status.



**NO
SOLICITING**