



**Prospectors Tent Application**  
**March 8-11, 2021**

The Prospectors Tent provides a venue for self-employed individuals with a project or property to display results and samples. This is your opportunity to talk to our convention attendees including the investing public. **Please note:** Space will be allocated on a first-come, first-served basis and there are a limited number of virtual exhibit spaces available.

## Authorization

This Signed authorization constitutes acknowledgement and acceptance of the Terms & Conditions on page 3-6

Contact Name:

Postal/Zip Code:

Company Name (noted on identification sign):

Address 1:

Country:

Address 2:

Telephone:

City:

Email:

Province/State:

Signature:

## Fees (per virtual booth space)

**HST #R107861973**

**Exhibit Fee:**

\$450.00 + applicable taxes\*

\*Taxes are based on the company's province of residence. There is no tax for international exhibitors.

## Payment

**Important payment information:** Credit card is the official form of payment. If you are unable to pay by credit card please contact us for an alternative method of payment.

1. Credit Card

- ☐ Visa
- ☐ MasterCard
- ☐ AMEX

Cardholder Name:

Card Number:

CVV:

Expiry Date:

Cardholder Signature:

Complete and email to [jprovencher@pdac.ca](mailto:jprovencher@pdac.ca)

# Terms and Conditions

These terms and conditions (the “**Terms & Conditions**”) are a binding contract between the Exhibitor (defined below) and Prospectors & Developers Association of Canada (“**PDAC**”) and govern the Exhibitor’s participation in the PDAC 2021 Convention (“**Convention**”).

If you are an Exhibitor, then by submitting an Exhibitor Application form and each time you use the Platform (defined below) you signify your agreement to be bound by the most current version of these Terms & Conditions. If the Exhibitor does not agree to these Terms & Conditions, then the Exhibitor may not submit an Exhibitor Application form nor use the Platform.

Last Updated: November 2020

1. **Key Definitions:** In these Terms & Conditions, the following capitalized words have the following meanings and other capitalized words have the meanings set out elsewhere herein: (a) “**Account**” means a valid and subsisting account with PDAC for the purposes of the Convention; (b) “**Attendee**” means the attendees of the Convention; (c) “**Exhibitor**” means the person (including an entity) identified in an Exhibitor Application form as “Exhibitor”; (d) “**Representatives**” means directors, officers, partners, shareholders, employees, contract workers, agents, affiliates, licensors and other personnel and representatives; (e) “**Show Management**” means the PDAC representatives managing the Convention; (f) “**Platform**” means the Convention digital platform; and (g) “**Website**” means the internet website accessible using the domain name <www.pdac.ca>.
2. **Additional Terms:** Certain features or functionalities of the Platform may be subject to additional terms and conditions (collectively “**Additional Terms**”) available on the Platform. If and to the extent there is a conflict or inconsistency between these Terms & Conditions and the provisions of any Additional Terms, then the provisions of the Additional Terms will take priority and govern regarding the relevant features or functionalities.
3. **Character of the Convention:** 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 or for any violation of the 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. Violation of the Terms & Conditions will disqualify the Exhibitor from participating at future conventions and/or lead to cancellation of the Exhibitor’s virtual exhibit space without notice. Exhibits must be designed and operated in a manner that respects the rights of other Exhibitors and Attendees. See the Registered Participant Terms and Conditions for further details.
4. **Subletting or Reselling of Exhibit Space(s):** Subletting or reselling of exhibit spaces (“**Booths**”) is prohibited. The exhibiting company on record must occupy the Booth and be figured prominently at all times. Exhibitors may contact PDAC to apply for an official name change if they wish to change their name on file. PDAC only permits one listing per Booth.
5. **Booth Availability and Eligibility:** Booths are assigned on a first-come, first-served basis (subject to availability). PDAC reserves the right to alter assigned Booth(s) if it is deemed necessary in the best interest of the Convention. PDAC reserves the right to reject applications for a virtual Booth with or without cause if PDAC determines the rejection is in the best interest of the Convention. PDAC will provide requirements to virtual Exhibitors that must be met in order to participate including minimum internet speeds, camera, audio and access to specific online meeting platforms. It is the sole responsibility of the Exhibitor to ensure they meet these requirements.
6. **Exhibit Space Rental Inclusions:** See the Convention Website: [www.pdac.ca/convention/exhibits](http://www.pdac.ca/convention/exhibits) for up to date booth inclusions. Exhibitors will have access to their virtual Booth a minimum of 2 weeks before the Convention begins. Exhibitors may begin uploading their digital Booth collateral at that time. Should PDAC 2022 Convention be live or hybrid, PDAC 2020 Exhibitors will be given priority renewal on the Booths they physically occupied at PDAC 2020. PDAC reserves the right to place the Exhibitors in the Exhibitor listing in any order PDAC deems appropriate (e.g. PDAC is not responsible if competing company’s name/logos are side-by-side during an Attendee sort of the Exhibitor list).
7. **Payment Terms:** (A) Exhibitor Application forms must be accompanied by payment information and will be processed upon receipt. Credit card is the official payment method. If you are unable to pay by credit card, please contact [jprovencher@pdac.ca](mailto:jprovencher@pdac.ca) (Investors Exchange, Prospectors Tent) or [kcharters@pdac.ca](mailto:kcharters@pdac.ca) (Trade Show) for an alternative payment method. Note: Failure to provide full payment by January 15, 2021 constitutes a cancellation of these Terms & Conditions and PDAC reserves the right to cancel the virtual Booth(s) without notice after this date. For greater clarity, the Exhibitor’s obligation to pay fees to PDAC for the full rental fee plus applicable taxes survives cancellation of these Terms & Conditions subject to section 8 (“Cancellations”) below. (B) Exhibitors applying for the Corporate Member Booth rate must also submit a PDAC 2021 Corporate Membership Application form with payment information. Exhibit rental fees and Corporate Membership payment will be processed upon receipt. PDAC reserves the right to process exhibit payment at the Non Member rate if the PDAC 2021 Corporate Membership Application form and payment does not accompany an Exhibitor Application form. Corporate Membership payments are non-refundable.
8. **Cancellations:** All cancellation requests must be made by the Exhibitor in writing and administrative fees are based on the date the cancellation request is received. See below for the cancellation refund schedule:
  - a. Prior to December 31, 2020: 50% refund
  - b. On or after December 31, 2020: Exhibitors are responsible for the full rental fee plus applicable taxes

\*Corporate Membership fees are non-refundable.

9. **Display and Exhibits:** Virtual exhibits must be tested and available for viewing by registered Attendees by 8 AM on the day of the event (content uploaded and Exhibitor Booth staff assigned). If a Booth remains incomplete at the start of the Convention, PDAC may cancel the virtual Booth without notice. PDAC reserves the right to remove inappropriate or objectionable content without warning at the Exhibitor's sole expense. Preparing, testing, and completing a virtual Booth is the sole responsibility of the Exhibitor. Booths should be professional and engaging. The background of Exhibitor's camera view should be orderly and professional. Distribution of items other than literature describing the Exhibitor's products or services is discouraged. Any Exhibitor found to be misrepresenting themselves will be removed from the Convention and/or Platform at PDAC's sole discretion. Refer to the Virtual Exhibitor Manual for more regulations on creating the Exhibitor Booth and uploading content.
10. **Show Hours and Staffing:** Virtual Booths must be staffed or have notification of return time during Show Hours. The Exhibitor shall not initiate move-out or discard its virtual Booth prior to the official Show Closing time. PDAC has the right to alter the Convention dates and hours of the exhibition hall at their sole discretion.
11. **Personal Information:** Exhibitors that collect Attendee information from Booth analytics may not share or sell the collected information. The Exhibitor assumes all responsibility for compliance with anti-spam and privacy legislation.
12. **Music Licensing:** PDAC has not obtained a music license authorizing the performance of either live or recorded music for the virtual Exhibitors. All copyright fees applicable to music or entertainment used as part of an exhibit are the full responsibility of the Exhibitor.
13. **Security:** PDAC does not accept liability for any loss or damage to the Exhibitors' virtual Booth materials. All property of the Exhibitor is understood to remain under the Exhibitor's custody and control. PDAC is not responsible for any distribution of materials outside the Platform. PDAC shall not be held responsible for the loss of any material by any cause and urges the Exhibitor to exercise normal precautions to protect its Account and login privileges. The Exhibitor agrees to only post material that is available for public consumption; the Exhibitor shall not show or distribute confidential material in the Booth.
14. **Insurance:** The Exhibitor acknowledges that PDAC does not maintain insurance covering the Exhibitor's intellectual property and that it is the sole responsibility of the Exhibitor to obtain business interruption and/or personal advertising injury insurance covering such losses by the Exhibitor.
15. **Competitive Events:** Competitive events which distract from the Convention are prohibited.
16. **Sales Promotions and Draws:** Draws conducted by the Exhibitor must be free of obligation on the part of the winner and must take place within the Exhibitor's virtual Booth. Only draws conducted by PDAC may take place elsewhere in the Platform and/or utilize Platform-wide notification systems. All Exhibitors interested in hosting a prize draw must comply with local lottery laws. Public announcements will not be made on the Exhibitors' behalf and no area will be provided on the Platform to post prize winners' names. Hazardous and nuisance causing giveaways are prohibited. It is the Exhibitor's responsibility to make sure they correctly follow all rules and regulations. Any violations will be at the sole expense and fault of the Exhibitor.
17. **Exhibitor Registration:** Exhibitor registration must be completed by authorized Booth personnel. PDAC reserves the right to limit the number of Exhibitor personnel to four Representatives per one virtual Booth. Exhibitors can access their virtual Booth 24-hours a day during the virtual Convention, and for three months afterward. All Booth staff must register with their own profiles to participate in the Convention. If additional Exhibitor staff registrations are needed, two additional staff badges can be purchased on an individual basis at \$125 plus applicable taxes. Exhibitor will ensure that all of Exhibitor's Representatives comply at all times with these Terms & Conditions and all applicable laws.
18. **Use of the Platform:**
  - a. Permitted Use: Subject to these Terms & Conditions and all applicable laws, Exhibitor may use the Platform for the sole purpose of Exhibitor's lawful participation in the Convention only. Use of the Platform for any other purpose or in any other manner is strictly prohibited.
  - b. Notice: Exhibitor will promptly notify PDAC if Exhibitor: (a) knows of or suspects any unauthorized access to or use of the Platform; or (b) becomes aware of any complaint, claim or allegation by any other person arising from, connected with or relating to the Platform or the use of the Platform by or on behalf of Exhibitor, and on request by PDAC Exhibitor will cooperate with and assist PDAC to investigate and respond to the complaint, claim or allegation (as applicable).
  - c. Disclosure: PDAC will collect, use, retain and disclose information regarding Exhibitor and the use of the Platform by and on behalf of Exhibitor as reasonably required to provide the Platform, to perform PDAC's obligations and exercise PDAC's rights under these Terms & Conditions, to protect and enforce PDAC's legal rights and interests or the rights and interests of other persons, and as otherwise permitted by applicable law, including using and disclosing information as PDAC reasonably believes is necessary or appropriate in connection with any claim or dispute, to comply with applicable law (e.g. a subpoena, warrant, court or arbitral order or litigation disclosure obligation), to enforce these Terms & Conditions and other agreements, and to detect, investigate or prevent unlawful or fraudulent activities or other misconduct.

- d. **Disclaimer RE Other Platform Users:** Exhibitor is solely responsible and liable for all of Exhibitor's dealings with other Platform users and Exhibitor deals with other platform users at Exhibitor's own risk. To the maximum extent permitted by applicable law, PDAC is not responsible or liable to Exhibitor or any other person for any act or omission by or on behalf of any user of the Platform, including any user's performance or non-performance of the user's obligations under any of the terms of service that govern use of the Platform or other services provided by PDAC. PDAC does not make or give any representation, warranty, condition or guarantee of any nature or kind whatsoever regarding any Platform user.
- e. **Technology and Security Disclaimer:** Exhibitor acknowledges that the platform might be affected by circumstances beyond PDAC's control, might not be continuous, uninterrupted or secure, and are subject to limitations, delays and other problems inherent in the use of the internet and electronic communications. PDAC is not responsible or liable for any delays, failures or any damage, loss or liability resulting from any of those problems. Exhibitor acknowledges that security measures used by PDAC might not protect the platform, the website or Exhibitor's account or the security, integrity or confidentiality of data stored in the platform or the website. PDAC is not responsible or liable for any unauthorized access to, or use, alteration, theft or destruction of, the Platform or the website or any related data, whether through accident, fraudulent means or any other method. PDAC is not required to verify the actual identity or authority of Exhibitor, and PDAC may act on any information, instruction or document given through Exhibitor's account.

**19. Trademarks and Feedback:**

- a. **Feedback:** If Exhibitor or any of Exhibitor's Representatives gives to PDAC or any of PDAC's Representatives any feedback (including ideas or suggestions for enhancements or improvements) about the Platform or the Convention, then PDAC and its licensors and their respective successors, assigns and licensees may use and commercialize the feedback without providing any compensation to Exhibitor or any other person. For greater certainty, Exhibitor and Exhibitor's Representatives will not include in feedback to PDAC any information that is confidential or proprietary to Exhibitor or any other person.
- b. **Trademarks:** The PDAC logo and other related marks displayed on PDAC's Website or the Platform are registered or unregistered Trademarks owned by PDAC or used under license by PDAC. Exhibitor does not have and will not acquire any license or right to use any of those Trademarks. "Trademark" includes a service mark, logo and any other sign or symbol protected under law.
- c. **Reservation of Rights:** All rights not expressly granted by a party under these Terms & Conditions are reserved by the party.

20. **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 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 Platform and/or Booth or 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 death. PDAC reserves the right to change the date or dates upon which the Convention is held, and/or the location at which the Convention is held and shall not be liable for damages or otherwise by reason of any such change. In the event that the Convention is cancelled for any reason beyond PDAC's control (such as, but not limited to, inadequate internet availability, act of war, 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.

21. **Amendments to Terms & Conditions:** PDAC, at its discretion, may make reasonable changes, amendments or additions to these Terms & Conditions from time to time without any notice to Exhibitor by posting the changed Terms & Conditions on its Website. Changes made by PDAC may include, but not be limited to, modifications to exhibit room link, location, configuration, payment terms or cancellations of the virtual Booth. Any changes, amendments or additions by PDAC shall be binding on the Exhibitor immediately on posting on PDAC's Website, unless the changed Terms & Conditions expressly state otherwise. Exhibitor is solely responsible for checking the "Last Updated" date at the top of these Terms & Conditions and reviewing any changes since the previous version. By using the Platform after these Terms & Conditions have been changed by PDAC, Exhibitor signifies Exhibitor's agreement to the changed Terms & Conditions. Exhibitor may not change, supplement or amend these Terms & Conditions in any manner. 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. By submitting the Exhibitor Application form, which incorporates these Terms & Conditions, the Exhibitor agrees to abide by these rules and regulations and by the decisions of PDAC.

**22. Term and Termination:**

- a. **Term:** These Terms & Conditions as they apply to Exhibitor will commence when Exhibitor submits an Exhibitor Application form or otherwise accepts these Terms & Conditions and will continue in full force and effect until terminated in accordance with the terms herein.
- b. **Termination by PDAC:** PDAC may terminate these Terms & Conditions for PDAC's sole convenience effective immediately on written notice of termination to Exhibitor.
- c. **Consequences of Termination:** On termination of these Terms & Conditions: (a) PDAC will deactivate Exhibitor's Platform Account(s); (b) Exhibitor will immediately pay all amounts due and owing to PDAC under these Terms & Conditions; and (c) each party will remain responsible and liable for all of the party's obligations and liabilities arising prior to the termination of these Terms & Conditions.

- d. Survival: Notwithstanding any other provision of these Terms & Conditions, the Exhibitor's payment obligations and each of sections 8, 13, 19, 20, 23 and all other provisions necessary to the interpretation or enforcement of those sections, will survive indefinitely after the expiration or termination of these Terms & Conditions and will remain in full force and effect and be binding on the parties.

**23. General:**

- a. Publicity: PDAC may include in its advertising, marketing and promotional materials information regarding any Exhibitor.
- b. Relationship: The parties are independent contracting parties, and nothing in these Terms & Conditions or done pursuant to these Terms & Conditions will create or be construed to create a partnership, joint venture, agency, employment or other similar relationship between the parties. Neither party is authorized to make any representation or commitment, or create any obligation (express or implied), on behalf of the other party.
- c. Governing Law: These Terms & Conditions, the subject matter of these Terms & Conditions and the resulting relationship between the parties will be governed by, and construed in accordance with, the laws of the Province of Ontario, Canada excluding any rules of the conflict of laws that would lead to the application of the laws of any other jurisdiction.
- d. Disputes between the parties: Except as expressly set out below, and unless applicable law requires otherwise, the courts of Ontario, Canada will have original and exclusive jurisdiction over any and all disputes, controversies and claims arising under, out of, in connection with, or in relation to these Terms & Conditions or the Platform or any related matter (each a "Dispute"), and Exhibitor and PDAC each hereby unconditionally and irrevocably submit and attorn to the original and exclusive jurisdiction of those courts regarding a Dispute. Notwithstanding the foregoing, PDAC may commence legal proceedings against Exhibitor in the courts of any jurisdiction seeking injunctive relief (or similar urgent legal remedies) to enforce these Terms & Conditions or to protect PDAC's rights and interests. Exhibitor will commence legal proceedings regarding a Dispute within twelve (12) months after the Dispute arises, after which time any and all legal proceedings by Exhibitor regarding the Dispute will be forever barred. Any shorter time limit provided by law remains unaffected.
- e. Notices: Except as expressly set out in these Terms & Conditions, all notices given under these Terms & Conditions will be in writing and will be delivered: (a) to Exhibitor by email or courier delivery to Exhibitor's addresses on record in Exhibitor's Account, or to an alternative address for delivery specified by Exhibitor in a notice delivered to PDAC pursuant to this section; and (b) to PDAC by email to [info@pdac.ca](mailto:info@pdac.ca) or by courier delivery to PDAC's current head office address specified on PDAC's Website or to an alternative address for delivery specified by PDAC in a notice delivered to Exhibitor pursuant to this section. Each party will ensure that the party's email address and related email account is and remains valid and effective throughout the term.
- f. Assignment: Exhibitor will not transfer or assign these Terms & Conditions or any of Exhibitor's rights, obligations or liabilities under these Terms & Conditions without PDAC's express prior written consent, and any attempt to do so will be null and void and will have no force or effect. PDAC in its discretion may assign these Terms & Conditions without Exhibitor's consent. These Terms & Conditions are binding on and will enure to the benefit of each party and each party's successors and permitted assigns.
- g. Miscellaneous: If a provision of these Terms & Conditions is held by a court or arbitrator of competent jurisdiction to be unenforceable or invalid for any reason, then the provision will be deemed severed from these Terms & Conditions and the remaining provisions will continue in full force and effect without being impaired or invalidated in any way, unless as a result of the severance these Terms & Conditions would fail in their essential purpose. Except as expressly set out in these Terms & Conditions, each party's rights and remedies under these Terms & Conditions are cumulative and not exhaustive or exclusive of any other rights or remedies to which the party may be entitled under these Terms & Conditions or at law, and each party may pursue any and all of the party's rights and remedies concurrently, consecutively and alternatively. No consent or waiver by a party to or of any breach of these Terms & Conditions by the other party will be effective unless in writing and signed by both parties, or deemed or construed to be a consent to or waiver of a continuing breach or any other breach of these Terms & Conditions by the other party. Each party will, on reasonable request by the other party, execute any further documents and do any further acts or things that may be necessary to implement and carry out the intent of these Terms & Conditions. The parties have expressly requested and required that these Terms & Conditions and all related documents be in the English language. All communications, notices and documentation provided under these Terms & Conditions will be in the English language only.

- 24. Complete Agreement: These Terms & Conditions together with any applicable Additional Terms set out the entire agreement between the parties regarding the subject matter of these Terms & Conditions, and supersede all previous communications, representations, negotiations, discussions, agreements or understandings, whether oral or written, between the parties regarding the subject matter of these Terms & Conditions.

**IF EXHIBITOR DOES NOT ACCEPT AND AGREE TO THESE TERMS & CONDITIONS, THEN EXHIBITOR MAY NOT USE THE PLATFORM.**