

# Rules & Regulations

## EXPO PACK Guadalajara 2017



**DEAR EXHIBITOR: THE RULES AND REGULATIONS ARE AN INTEGRAL PART OF YOUR EXPO PACK GUADALAJARA 2017 EXHIBIT SPACE CONTRACT; PLEASE READ AND SHARE THE FOLLOWING INFORMATION WITH ALL STAFF & VENDORS THAT WILL COLLABORATE WITH YOU ON THE SHOW.**

### 1. SHOW MANAGEMENT

EXPO PACK Guadalajara 2017 is organized and produced by The Association for Packaging and Processing Technologies (PMMI Inc.), EPASE S.A. de C.V. and EXPO PACK MEXICO, S. A. de C.V., hereinafter referred to collectively as Show Management. Show Management will provide all show management functions and establish all show policies. Rulings by Show Management shall in all instances be final with regard to use of any exhibit space.

Each prospective exhibitor is required to sign the Exhibit Space Contract. By doing so, the exhibitor subscribes to the present Regulations for the EXPO PACK GUADALAJARA 2017 show at Expo Guadalajara (hereinafter the "RULES" or the "REGULATIONS") which is part of the Exhibit Space Contract.

Each exhibitor will be provided with a user name and password to access the on-line version of the Exhibitor Service Manual, which will also be considered an extension of the Exhibit Space Contract. The hard copy will be sent on exhibitor's request.

This agreement is subject to all the terms and conditions that Show Management and/or exhibitors, either individually or as a result of being sub-lessees of Show Management, must comply with as a lessee of the Expo Guadalajara Center. In the event of any conflict between the rights or obligations granted or imposed on exhibitors by the Rules and Regulations and Show Management's lease with Expo Guadalajara, the terms of Show Management's lease with Expo Guadalajara shall take precedence and govern. Exhibitor declares and acknowledges to be familiar with the contents and scope of the Expo Guadalajara Contract and accepts its terms and conditions.

### 2. DIGNITY

It is intended that all EXPO PACK Guadalajara shows be a serious and dignified offering of products and services of value to the packaging and processing industries.

Further, Show Management may take any action it deems appropriate (including, but not limited to, expulsion from the show and/or suspension or elimination of priority) against an exhibitor for conduct detrimental to the show, as determined in the sole discretion of Show Management.

Show Management reserves the right to determine the eligibility of all exhibit space applicants and individual products to be exhibited.

### 3. WHAT MAY BE EXHIBITED

The show is designed for display and demonstration of packaging and processing machinery, packaging-related converting machinery, packaging materials used with such machinery, materials used for protective purposes, contract packaging, containers that hold a product for industrial or consumer distribution, materials handling equipment that is of a "fixed installation" nature, packaging and processing-related publications, and certain machinery sub-assemblies and/or sub-systems (including computer hardware/software) which will be demonstrated in a significant packaging and processing application. The phrase "demonstrated in a significant packaging and processing application" means that the product(s) must be displayed at the show as an integral part of the packaging and processing-related equipment that the product(s) was designed for, or must be shown on a demonstrating unit illustrating the packaging and processing function. This may be accomplished by demonstrating the function on a DVD or motion picture device providing the plans comply with item #21.

### 4. SPACE ALLOWANCE

Minimum booth size is 9 square meters per exhibitor, except where Show Management has developed a booth of lesser size. Show Management will cooperate with each exhibitor to provide the desired type of booth, but cannot guarantee the availability of any particular booth size or configuration.

NOTE: A booth may have a main aisle frontage of not more than 3 times its depth.

Combinations of two or more of the spaces shown in the space diagram may be selected to make up one booth subject to limitations set forth above.

Non-Contiguous Space– No exhibitor may choose more than one space using their own priority number if the booths are not contiguous.

To choose additional space, exhibitors will need to wait until all exhibitors on the priority list have had the opportunity to choose space. (Note: The committee defines contiguous space to mean a booth that is adjoining or can cross a cross aisle but not a main aisle.)

## 5. COST OF SPACE

- A. The cost of booth space is set annually by Show Management and is indicated on the Space Contract. The cost of booth space includes: attendance promotion and publicity; customer invitations; Exhibitor Directory Listing; web site listing; Exhibitor Manual Service ; perimeter guard service; general lighting; and exhibitor badges (1 per 3 square meters).
- B. There are two different kinds of space offered by Show Management RAW SPACE & PREMIUM PACKAGE (Note: there is no pipe and drape provided by Show Management)
  - RAW SPACE is just booth space.
  - PREMIUM PACKAGE includes the items listed below:

Services Include:	Premium Package
Back and side walls 1 meter wide by 2.44 meters high, 6 mm thick in white Kenglo on an aluminum pipe frame.	✓
1 header sign 30 cm wide and 3 meters long, <b>per 9 square meters</b> (includes the company name and booth number).	✓
1 double electrical outlet (one per 9 m <sup>2</sup> .) Single-phase - 1000 watts 120V 60 Hz.	✓
1 Draped Table per 9 square meters	✓
2 Chairs per 9 square meters	✓
1 Waste Basket per 9 square meters	✓
1 Fluorescent Lamp Slim Line 2 x 38 watts for first 9 square meters and 1 per each additional 18 sq. meters.	✓
Gray Carpet	✓

- C. Exhibit space rental fees will be paid as follows:

Rebook rate:

- i) 25% non-refundable deposit with exhibit space contract due March 14, 2016
- ii) 30% payment due August 12, 2016
- iii) 45% final payment due November 15, 2016

Regular rate:

- i) 25% non-refundable deposit with exhibit space contract due March 14, 2016
- ii) 30% payment due September 21, 2016
- iii) 45% final payment due February 10, 2017

- B. ***In the event that an exhibitor has any overdue or outstanding balance on any other PMMI product or service, PMMI reserves the right to apply any payments made by the exhibitor toward any show or service to satisfy those outstanding past due balances.***

## 6. SUBLETTING OF SPACE

The exhibitor agrees not to assign, sublet, share, or apportion space or any part thereof allotted to the exhibiting company, nor to exhibit, advertise, or offer for sale goods other than those manufactured or sold by the exhibiting company in the regular course of business. Exhibitors are not allowed to trade booth spaces. The original signed contract denotes which exhibitor is entitled to any given space.

## 7. CANCELLATION OR REDUCTION OF SPACE

An exhibitor may cancel from the show or reduce their space or sponsorship subject to the following conditions and restrictions:

- A. The exhibitor shall give Show Management notice in writing of his intention to cancel or withdraw from the show and shall forfeit his 25% non-refundable deposit fee.
- B. In the event said notice of cancellation is received after September 21, 2016 and prior to February 10, 2017, the exhibitor shall forfeit any monies paid to date.

- C. In the event the said notice of cancellation is received after February 10, 2017 there shall be no refund and the exhibitor shall be obligated and agrees to pay the total cost of the contract.
- D. In the event of cancellation, Show Management has the right to use this space to suit its own convenience, including selling the space to another exhibitor, without any rebate or allowance to the canceled exhibitor. Show Management assumes no responsibility for having included the name of the canceled exhibitor or descriptions of his products in the Directory of Exhibits, brochures, news releases, web site or any other materials.
- E. In the event any exhibitor requests a space reduction from the originally assigned space (this includes mergers, acquisitions or other similar scenarios whereas one exhibitor reduces or releases originally assigned space to co-locate with another exhibitor), he or she shall be fined 25% of the cost of exhibit space to be reduced, which shall be deducted from payments made. No refunds will be granted for reductions requested after February 10, 2017.
- F. **Any exhibitor requesting a reduction in space is subject to reassignment.**
- G. No exhibitor will be allowed entrance into the exhibit hall unless full payment has been received.
- H. Failure to comply with payment deadlines as listed on the space contract will result in cancellation. Penalties listed in section 7.A, B, C and D will apply.
- I. Any changes made to the space type or package must be submitted no later than 30 days before the event. Cancellation and reduction charges may apply.

**8. DEFAULT OF OCCUPANCY**

If an exhibitor fails to occupy the space contracted for but not canceled at 8:00 am, Tuesday, June 13 Show Management shall have the right to regard the space as canceled and have the privileges described in Rule 7 (D).

**9. OUTSIDE ACTIVITIES & EXHIBITS**

Exhibitor agrees, subject to expulsion of their exhibit from the show, not to exhibit their products outside Expo Guadalajara in Guadalajara during the exposition. The exhibitor also agrees not to conduct any activity that would induce visitors to leave the exhibit building during show hours.

**Exhibitors are not permitted to promote their products, hand out promotional items or flyers in aisles, common areas inside and/or immediately surrounding Expo Guadalajara. Such activities will result in expulsion from the event and/or a deduction of priority points.**

**10. BUILDING OCCUPANCY/CANCELLATION OF EVENT**

In the event that the premises of Expo Guadalajara are destroyed or damaged, or if the show fails to take place as scheduled or is interrupted and/or discontinued, or access to the premises is prevented or interfered with by reason of any strike, lockout, injunction, act of war, act of God, emergency declared by any governmental agency or by Show Management, or for any other reason, this contract may be terminated by Show Management. In the event of such termination, the exhibitor waives any and all damages and claims for damages, and agrees that the sole liability of Show Management shall be to return to each exhibitor his space payment, less such amounts as are necessary for PMMI to continue to implement its operations for the benefit of future shows.

**11. EXHIBIT HOURS**

Each exhibitor is required to keep at least one attendant in his booth during all show hours, subject to removal of his exhibit from the show at his expense. The official show schedule is as follows:

June 13, Tuesday	11:00 AM - 7:00 PM
June 14, Wednesday	11:00 AM - 7:00 PM
June 15, Thursday	11:00 AM - 6:00 PM

- A. Admission – **No one under 18 years of age** (including infants) will be permitted onto the exhibit floor at any time during move-in, show days or move-out.
- B. No one will be permitted in any exhibitor’s booth at any time during installation or dismantling of the show or during the hours the show is not open to visitors on show days, unless himself is, or is accompanied by, a person able to identify himself positively as an employee or authorized representative of the exhibitor and is badged accordingly. Violators will be subject to expulsion for the balance of the show, and subject to be ruled ineligible for the next EXPO PACK Guadalajara show.

**12. INSTALLATION AND DISMANTLING**

- A. Installation and dismantling hours are as follows:

- i) Installation:
  - June 09 from 2:00 pm to 10:00pm; June 10 to June 11, from 8:00 am to **10:00 pm** each day and June 12 from 8:00 am to 7:00pm.
  - (1) Without exception, booth construction must conclude by 7:00 pm, Monday June 12, 2017\*. **(EXHIBITORS ARE NOT PERMITTED TO WORK PAST 7:00 pm)**

- (2) Hand carried items such as brochures or AV equipment can be delivered to the hall on Tuesday, June 13 from 8:00 am to 10:00 am. Docks doors will be closed on June 13<sup>th</sup>.

**\*NOTE: All booth construction must be completed and aisles must be cleared by 7:00 pm, June 12, 2017 in order to install the aisle carpet. Show Management reserves the right to remove any staff or materials from the exposition floor, without responsibility for losses or damages or to the material removed, which, in its judgment, interferes or alters the development of the exposition.**

**\*ALL CONSTRUCTION MATERIALS AND EQUIPMENT INCLUDING, BUT NOT LIMITED TO SAWS, SCAFFOLDING, PAINT AND LADDERS, MUST BE REMOVED AT 7 PM.**

ii) Dismantling:

- (1) Thursday June 15, from 7:00 pm to 10:00 pm
- (2) Friday June 16, from 8:00 am to 10:00 pm
- (3) Saturday June 17, from 8:00 am to 4:00 pm

- B.** Exhibitors will be assigned a targeted move-in date on which their shipment must be delivered to Expo Guadalajara. Penalties will be assessed for failure to meet this schedule. Show Management reserves the right to schedule deliveries. All exhibits must be installed by **7:00 pm June 12, 2017** for Show Management inspection. If an exhibit is not completed at **7:00 pm June 12, 2017** or the booth set-up does not comply with these rules and regulations, **Show Management reserves the right to remove any staff or materials from the exposition floor, without responsibility for losses or damages or to the material removed, which, in its judgment, interferes or alters the development of the exposition** at the exhibitor's expense. Failure to comply with this rule will also result in a fine of up to \$1000 USD and/or a deduction of priority points for the exhibitor.

**NOTE: Crates must be kept within the confines of the exhibitor's booth and may not stand in the aisle or service core.**

- C.** Under no circumstances will the shipment or delivery of display material, furniture or machinery be allowed during the show's operating hours unless authorization is received from Show Management.
- D.** The dock doors will remain open from 2:00pm to 8:00pm on June 09 and from 08am to 8:00pm from June 10 to 12. No merchandise or display material can be received before or after these hours.
- E.** Dismantling will start for small, easily removable items and rental equipment after the close of the show on Thursday, June 15 at 7:00 pm. Penalties may be invoked for violation of this provision. Exhibitors will be notified of the date and time by which their exhibit materials must be removed from Expo Guadalajara. Show Management reserves the right to schedule removal of all exhibitor materials from Expo Guadalajara.

**NOTE:** Each exhibitor is responsible for their own items, equipment, furniture, display and materials. Show Management is not responsible for any materials not removed from Expo Guadalajara within the established dismantling schedule. Any exhibitor failing to remove their equipment, machinery, tools or display material of any kind within the established dismantling time frame shall be liable to a fine imposed by Expo Guadalajara. In addition, the exhibitor will be responsible for all storage and handling costs resulting from failure to remove their goods from the hall. Show Management reserves the right to schedule removal of all exhibit materials from Expo Guadalajara at the exhibitor's expense without any liability to Show Management or the company removing the goods from the hall.

- F.** Only vehicles smaller than 3 ½ tons will be given access to the marshaling area/loading dock from 7:00 pm to 10:00 pm on Thursday, June 15. Vehicles larger than 3 ½ tons will not be permitted on the premises until Friday June 16, from 8:00 am through 10:00 pm, June 17, from 8:00 am until 4:00 pm.
- G.** During Installation and Dismantling, it is forbidden to smoke within the facilities or ingest any alcoholic beverages. (Expo Guadalajara is a non-smoking facility).
- H.** Show Management will appoint official drayage providers for the show. Information on these providers will be included in the Exhibitor Service Manual.
- i) Private cranes, forklifts, truck cranes, electric pallet jacks and other transport and cargo equipment, or those from subcontractors other than those appointed by Show Management, will not be allowed access into Expo Guadalajara. Show Management reserves the right to expel those in violation of the previous rule from Expo Guadalajara without assuming any responsibility for losses or damages to materials or equipment removed.
  - ii) The Exhibitor that requires cranes, forklifts, and other moving and cargo equipment for loading, unloading, and moving their machinery to or from their booth, **must hire this service from the official providers.**
  - iii) Exhibitors will not be permitted to unload any machinery exceeding 250 kgs. (551.15 lbs.).

- I.** Exhibit Staff: The exhibitor assumes each and every obligation stipulated by Labor Laws in México (Ley Federal del Trabajo) for the personnel working for the exhibitor during the installation, exposition and dismantling and hereby agrees to fully release and maintain the Show Management harmless against any and all liabilities therein derived from the personnel working for the exhibitor.

- J. Exhibitor Equipment or Product Damage: Show Management does not assume any responsibility for the wear and tear or damage to equipment and/or products that are property of the exhibitor. In addition, show management is not responsible for exhibitor's property that is lost or stolen.
- K. EXPO PACK Guadalajara and Expo Guadalajara do not accept cargo or shipments of any product, addressed to any exhibitor. All goods and products entering Expo Guadalajara shall arrive in the areas and hours indicated in the show schedule and shall be received by the interested party and / or his representative.
- L. Under no circumstance can vehicles park in the exhibition area, much less unhook boxcars from trailers. Vehicles can only stay on the show floor if they are an integral part of the exhibition, and in this case, only reserve fuel may be in the tank, and the battery must be disconnected. Under no circumstance will the engine be started inside the facilities; excluding the outdoor exhibition area.
- M. If the use of gas filled balloons is required, Show Management must receive the request for approval in writing indicating the type of gas to be used. Show Management must specify the place where the balloons can be inflated and the exhibiting company is responsible for any additional costs incurred to provide this service.
- N. The exhibitor and their exhibitor appointed contractor are responsible for removing all adhesive tapes, marks or residue left on the floor as a result of the placement of carpet or the outline for space distribution. If it is necessary to use special liquids for removal, these shall not leave any trace and cannot be flammable or toxic or damage the environment.

### 13. LOSS IN SALES AND OTHER CONSEQUENTIAL DAMAGES

Under no circumstances, including but not limited to cancellation of the Exhibit Space Contract or expulsion from the show, shall Show Management be liable for lost sales, administrative expenses, sales costs, transportation costs, import/export costs commissions, travel expenses, fees, salaries, the salaries of permanent or temporary personnel, and all those expenditures incurred by the Exhibitor as the consequences of his or her participation in EXPO PACK Guadalajara 2017.

### 14. SERVICE ORGANIZATION

Show Management and Expo Guadalajara will appoint contractors to perform work at the exhibitor's expense. In no event shall Show Management be responsible for the conduct of contractors or their employees. Show Management assumes no responsibility for failure to perform by contractors, their charges, or any other matter relating to contractors or Expo Guadalajara. The foregoing includes services rendered to the exhibitor including but not limited to drayage, machinery moving and erecting, rental of furniture, booth and floral decorating, photography, booth cleaning, telephone service, electricians, plumbers, carpenters, special sign work, etc.

### 15. EXHIBIT CONSTRUCTION

- A. The exhibitor must complete the **Exhibitor Appointed Contractor Registration form** (which will be included in the Exhibitor Service Manual and available upon request from Show Management) if he is using a company other than the official Stand Contractor to decorate and install his exhibit display space; Show Management must also receive a copy of the Stand Contractor's Liability Insurance policy **of at least \$1,000,000.00 Pesos and the signed EAC Contract.** (The Exhibitor Appointed Contractor's insurance carriers must be licensed and admitted in Mexico). If these forms and proof of insurance are not submitted, then the company will not be allowed access to the exhibit hall.
- B. Welding and using products harmful to the environment within Expo Guadalajara facilities **is forbidden**.
- C. Construction and installations that leave permanent damage to Expo Guadalajara are forbidden. These include, but are not limited to, damaged construction, columns, or walls, holes in the ceiling or floor, or any stains on the carpeting or floor, if this occurs, the exhibitor must pay for damages.
- D. Exhibitors with raw space are responsible for providing their own display material. Exhibitors are not permitted to hang, drill or attach their graphics in any way to the back walls/ side walls of neighboring booths or any part of the building. And must have finished back walls/side walls facing neighboring booths.

**16. ARRANGEMENT OF EXHIBITS** - All exhibitors shall arrange their displays so they utilize only the booth area contracted for, in such a manner as to recognize the rights of other exhibitors and show visitors, and to conform to the overall pattern developed by Show Management.

- A. It is prohibited to drill, tie, nail, screw, or stick anything to floors, walls, platforms, columns, or other structures that are part of Expo Guadalajara.
- B. Exhibitors are required to provide carpet and/or alternative floor covering in their booth. (This floor covering can only be fastened to the floor using double-sided self-adhesive tape that must be removed when dismantling).
- C. Show Management will not be responsible for carpet damage in any case. It is advised that each exhibitor cover their carpet/flooring during the move in days to avoid carpet damage.
- D. The maximum height allowed for booth construction are:

**i) Booths 18 sq. meters and under are allowed a maximum height of 3.5 meters.**

**ii) Booths 19 sq. m. and over are allowed a maximum height of 5 m.** (Exhibitors may under no circumstance, exceed 5 meters due to ceiling height limitations in the exhibit hall)

iii) If the location of building columns, utilities or other architectural components of the facility is a consideration in the construction or usage of an exhibit, it is the sole responsibility of the exhibitor to physically inspect the facility to verify all dimensions and locations.

**E.** Any logos or graphics facing a neighboring exhibit must be set back at least 3 meters from the adjacent booth.

**F.** Any back wall/dividers/fixtures facing adjoining displays shall be sufficiently finished **AS ONE SOLID WALL IN BLACK OR WHITE COLOR** at the exhibitor's expense and shall not carry any lettering, logo, or promotional material that would detract from a neighbor's display.

**All back walls must be covered at 7:00 pm June 11. Failure to comply with this rule will result in deduction of priority points for the infracting exhibitor. Show management reserves the right to authorize the official show contractor to cover any back walls/ side walls/fixtures that do not comply with this rule at the exhibitor's expense; the amount will be \$1000 usd.**

**G.** Hanging Signs:

i) Suspending or supporting structures or decorative items from the ceiling of Expo Guadalajara is only permitted to those exhibits which are **54** square meters or over in total rented space and provided ceiling height allows sufficient clearance in any given area. All hanging signs will be governed by the same height restrictions as display material and the size of booth (See points 16d and 16e).

**ii) All hanging signs must be submitted to Show Management for approval.**

**iii) Exhibitors or their Exhibitor Appointed Contractors are not permitted to hang or suspend structures from the ceiling. This must be done by the official provider appointed by Show Management.**

iv) Show Management reserves the right of hanging, suspending, placing, fastening, or by any other means, objects from the ceiling, structures, and other elements that are part of Expo Guadalajara, for purposes of signage, promotions, or meeting sponsorship agreements.

v) Show Management reserves the right to dismantle, take down, or remove any decorative element, sign, banner, or any other material that has been hung, placed, or that, in its judgment, distorts the image of the event in general.

**vi) All hanging sign authorization requests must be submitted before May 3, 2017.**

**H.** If the exhibitor has rented two or more exhibit display spaces per aisle, they will NOT be allowed to build bridges or place special decorations connecting the booths, as this would be considered an advertising advantage over the other Exhibitors.

**I. Machines – Exhibitor is liable for damages and/or injuries as a result of accidents or negligence caused by their machinery**

i. Machines may be exhibited in their normal commercial form, regardless of height, but no portion of any machine or skid may be closer than 30 centimeters to any aisle.

ii. If the machine emanates heat or steam, it must be located 1 meter from any aisle and have a sign indicating danger as well as stanchion or barrier preventing access to the part of the machine emitting the heat or steam.

iii. The height may not be artificially increased. Skids or platforms should be of reasonable size as to not significantly increase the height of the machinery. All machinery must be reasonably located and protected by safety guards or fencing systems.

iv. For machines weighing more than 4 tons, you have to send the data sheet to the Organizing Committee for review and approval prior to May 3.

**J. Weight Limit** - Under no circumstance shall the exhibitor be permitted to exceed the load weight limit per square meter with any exposition equipment or material.

i) Weight: The maximum weight supported is 4,000 kg per square meter.

ii) If any exhibitor's equipment or material exceeds this weight limit, the exhibitor must distribute the weight on pallets, studs or steel sheeting to prevent any damages to the Expo Guadalajara flooring.

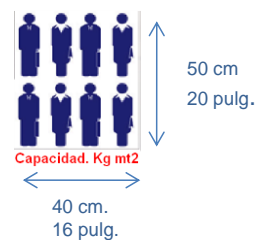
iii) Exhibitor is liable for any damages caused to Expo Guadalajara.

- iv) The exhibitor must have their machine's technical manual on site at Expo Guadalajara and available upon request, including static and dynamic weight, dimensions, electrical requirements, etc.

- K. Lighting** - Show Management reserves the right to restrict the use of glaring or irregular lighting effects, including track lights. Light bulbs or other intense light sources must not be visible from aisles. The use of strobe lights or other flashing signs are not permitted. The use of neon, fiber optic and rotating signs are permitted as long as they are not flashing or a distraction to neighboring booths. All lights shall be governed by the same height restrictions as display material (see rules 16D and 16E).
- L. Appearance** – An exhibitor is responsible for keeping his booth sightly. **Displaying an unfinished surface to neighboring booths is not permitted.** Exhibitors must also arrange to remove excessive amounts of trash or waste materials during show hours.
- M. Aisles** - Aisles belong to the show and may not be used by an exhibitor. All business must be conducted within the booth and equipment must be arranged so that show visitors do not stand in the aisle while examining equipment or watching demonstrations. No exhibit or advertising matter will be allowed to extend beyond the space allotted to the exhibitor. No exhibitor's product, equipment or booth construction may be placed to exclude the view of the neighboring exhibits from visitors passing through the aisles, as determined by Show Management.
  - i) If an exhibitor is in violation of the rule above, Show Management reserves the right to close down the booth for the remainder of the show. In addition, the Exhibitor will be fined for up to 10% of the cost of the rented space for breach of contract and/or elimination/reduction of priority.
- N. Storage** – Exhibitors shall provide needed storage within their own booths and are fully responsible for their own items.
- O. Attire** - In keeping with the business-like atmosphere of EXPO PACK Guadalajara, all booth personnel shall wear acceptable attire or corporate identity uniforms. Show Management considers as inappropriate apparel not normally worn by most business people in offices or factories. Nudity is prohibited. This rule applies to company personnel, any exhibit personnel hired for the show period and any images on the booth display. Show Management reserves the right to remove any staff or materials from the exposition floor that do not comply with this rule, without responsibility for losses or damages. Decision of Show Management is final in this regard.
- P. Approval** – All exhibitors are required to submit detailed plans in advance for approval by Show Management if such plans include the use of unusual effects or methods of presentations of the product.
- Q. Double Deck Booths** - Any exhibitor wishing to construct a double-deck booth must submit a detailed exhibit plan of their booth to Show Management **60 days prior** to move-in of the show and receive written approval from Show Management. After this deadline double deck booths will not be authorized by show management.

For double floor booths safety measures in the stage shall be increased, considering the following rules:

- A competent Engineer or Architect that will stay during move in / move out shall endorse the project, assuming responsibility of the constructions.
  - Stairs; the stairs will have a minimum width of 70 centimeters and will have at least one banister. - The step shall be anti-slip with a tread of 28-cm. minimum and a cant of 18 cm. maximum. Stairs must be built per every 125 M2 of surface.
  - Permission to double-deck may be granted by Show Management provided the exhibitor is in compliance with the following:
    - Only those exhibits which are **54 square meters** or over in total rented space and provided ceiling height allows sufficient clearance in any given area; and
    - Double-decking (viewing platforms) must not be placed within 1.5 meters or 4.9 linear feet of any aisle, cross aisle, or neighboring exhibit;
    - The top of the platform deck including guardrails, chairs, tables, umbrellas, streamers, logos, signs, advertising, or display materials may not exceed **5 meters or 16'**; and
    - Elevated platforms **must** have guardrails and toe boards so as to prevent injury to persons working on or below such platforms. Railings **must** consist of a top rail, and posts, and **must** have a vertical height of at least 1 meter or 42" from the upper surface of the top rail and the floor. The intermediate rail **must** be approximately halfway between the top rail and the floor. Openings between the top rail surface and any other surface (such as an intermediate rail or a toe board) shall not exceed 50 centimeters. Toe boards 10 cm high shall be installed on each platform unless the space between the top rail and platform floor is enclosed with some type of material (such as Plexiglas) that provides protection from falling objects to persons working or walking below the platform; and
    - A detailed exhibit plan must be signed by an official Guadalajara's based structural engineer and must be submitted to Show Management 60 days prior to move-in of the show, and must follow the "Reglamento de Construcción" del Estado de Jalisco (for such purposes, the exhibitor in question, hereby declares and acknowledges to be familiar and to accept the terms, scope and conditions indicated on the aforementioned "Reglamento de Construcción del Estado de Jalisco".
- In addition, this drawing/document must be available in original for inspection on-site; and
- A sign or signs must be clearly posted indicating the maximum number of people the



structure will hold; and

- Fire extinguishers and smoke detectors must be placed on lower level in each sectionalized area or each area that is covered; and
- The stairways leading to the viewing platform must be 1 meter or 3´ in width and cannot spiral or wind; and
- Builder of exhibit must be able to supply documentation that the structure passes the “Ley de Protección Civil” and “Reglamento de Construcción del Estado de Jalisco” codes (for such purposes, the exhibitor in question, hereby declares and acknowledges to be familiar and to accept the terms, scope and conditions indicated on the aforementioned “Ley de Protección Civil” and Reglamento de Construcción del Estado de Jalisco”.

R. Any exhibitor wishing to construct their booth on a platform must obtain written permission from Show Management.

- (1) If Show Management has not authorized the exhibitor’s plans for a platform, then Show Management has the right to detain construction until all forklift activities are finished.

## 17. GRATUITIES

Show Management requests that exhibitors do not tip its contractors or their employees by giving money, merchandise, or other special consideration for services rendered. Any attempts to solicit a gratuity by an employee for any service, **should be reported immediately** to the Show Management. Tipping is not an accepted company policy.

## 18. GAMES, ATTENTION-GETTERS

The purpose of the show is to present a serious, business-like atmosphere for the promotion or display of exhibitor products. Activities such as games, on-site drawings, giveaways, motorcycles, automobiles, putting games and animated devices are allowed but must be conducted as to not be disruptive to attendees and neighboring exhibitors. All attention getting activities must be **set back 2 meters** from the aisles and neighboring exhibitors in order to allow sufficient room for viewing, and under no circumstances can such activities block aisles or a neighboring booth. Exhibitors are responsible for cleaning of any excessive amount of trash or garbage in or around the exhibitor’s booth and the exhibit hall caused by such activities.

The exhibitor is also fully responsible for all permits needed before the Mexican government in the case of raffles and the like.

***NOTE: Exhibitor must submit a request for approval from Show Management regarding any attention getting activities, including live performances and product demonstrations.***

Any device or activity that Show Management considers to be objectionable, unsafe or disruptive to neighboring exhibitors or attendees is prohibited and will be halted. It is impossible to list every conceivable idea which would fall under this prescription, so requests for all attention getting activities must be approved in writing by Show Management in advance of the show. Show Management, at its sole discretion, may take any action it deems appropriate (including, but not limited to, expulsion from a show and/or suspension or elimination of priority/seniority) against an exhibitor for conduct detrimental to the show.

## 19. SALES SOLICITATIONS

An exhibitor shall not solicit sales from another exhibitor except within his own booth. Any exhibitor found to be in violation of this rule would be subject to expulsion from his exhibit from the show.

An exhibitor shall not be permitted to solicit sales from another exhibitor or visitor on a “cash and carry” basis. Exhibitors shall be permitted to take written orders for a sale within the confines of his booth. Items can be shipped following the show.

## 20. UTILITIES

A. Utilities such as compressed air, water, drain, electricity, Internet and telephone are available from Expo Guadalajara, but Show Management makes no guarantees as to the availability of such utilities. The exhibitor agrees not to hold Show Management responsible for any failure or unavailability of utilities or installation personnel.

B. Electricity:

- i) Exceeding the amount of electrical power ordered is not permitted. Each exhibitor can request additional electrical power or any special electrical requirements by submitting the corresponding order form by the specified deadline date.
- ii) If the exhibitor fails to order sufficient electrical requirements, Show Management reserves the right to cut power to the booth. This is to ensure the safety of participants, and guarantee the power service to each exhibitor.
- iii) The Exhibitor is responsible for providing technical information on the equipment they plan to display; they must also provide a floor plan indicating the electrical distribution to be installed, clearly marking equipment characteristics and observing the following:
  - (1) Switches must be thermo-magnetic.
  - (2) The wires used for power outlets must be for industrial use.
  - (3) The wire size must be the official diameter for the amperes and voltage being used.



- (4) Wires must be adequate for the electrical charge.
- (5) Electrical wiring must comply with industry standards.
- iv) Show Management reserves the right to disconnect and withdraw devices and installations that fail to meet these requirements, thus pose a risk to the participant's safety, and the electrical power service.
- v) Electrical Connections: The Exhibitor is not permitted to extend or modify any electrical outlets installed in their booth. If the exhibitor fails to comply with this provision, the exhibitor shall assume sole responsibility for damages or losses derived from overloading, error or negligence.
- vi) Under no circumstances can the booth wiring hang from the structure and/or columns of the venue; it must be covered by the wall system, and/or duly marked and protected under the carpeting. The electrical cables supplying power to the booths must not be spliced; a power box or strip should be used instead
- vii) In case of electronic equipment and / or of high sensibility to voltage variations, a voltage regulator or continuous power source for their protection will be required; EXPO PACK Guadalajara and Expo Guadalajara are not responsible for voltage variations or suspension of power supply since this is a third party service (Federal Commission of Electricity).
- viii) The Exhibitor is responsible for reviewing the floor plan and the location of the utility floor ports. It is the exhibitor's responsibility to consider that several cables and hoses will be taken from the utility floor ports and keep this in mind when determining location of machinery or floor decoration such as hardwood floors.

## 21. DVDs, MOTION PICTURES, SOUND SYSTEMS, NOISE

All sound systems used with demonstrations, motion pictures, and product presentations, etc. must be constructed to contain the sound. Motion pictures relating to the exhibitor's product will be permitted as will DVDs and self-contained audiovisual devices, but **the sound systems must not be audible in a neighboring booth or from the aisle.**

Machines or devices that create excessive noise may be restricted to periodic operation. The decision of Show Management in this regard shall be final.

All motion pictures, sound systems, Blue Ray's, DVDs and audiovisual devices shall be governed by the same height restrictions as display materials (See rule 16) and be set back at least 30 cm from the aisle.

## 22. DELIVERY AND REMOVAL DURING SHOW

Under no circumstances will the delivery or removal of any portion of an exhibit be permitted during the show unless permission is first secured in writing from Show Management.

## 23. SOUVENIRS AND REFRESHMENTS

Exhibitors must comply with all applicable sanitary and safety laws and must comply with Expo Guadalajara's Catering Department's food and beverage distribution and sampling regulations. Expo Guadalajara is the only authorized vendor to provide food and beverage services during the show.

Refreshments, including alcoholic beverages, may be distributed and served from within an exhibitor's booth at the exhibitor's own risk and expense. The service of all refreshments must be confined within the exhibitor's booth so not to block aisles or a neighboring exhibitor.

Exhibitors may dispense promotional items such as sales literature, buttons, stickers, lapel pins, etc., but only from within the confines of their booth.

Exhibitors are responsible for cleaning any excessive amount of trash or garbage in or around the exhibitor's booth and the exhibit hall caused by such activities.

It is not permitted to use of LP Gas or any other type of fuel; this includes gas used food preparation in the hired area. - Any special requirement must be submitted in advance and have the written authorization of Show Management and Expo Guadalajara.

## 24. PHOTOGRAPHY AND SKETCHING

Exhibitors or their official representatives may carry cameras of any type/size or videotaping equipment in the exhibitor area, but under no circumstances may photographs or videotapes be taken without expressed authority of the exhibitor concerned in each case. Use of photographic equipment with tripod or other aisle obstruction will not be permitted during show hours. Sketching or drawing machinery on display is prohibited.

No part of the show, decoration, event or conference can be recorded or photographed without the written authorization from Show Management.

## 25. SAFETY, FIRE AND HEALTH

The exhibitor must comply with safety, fire and health ordinances regarding installation and operation of equipment. All display exhibit materials and equipment must be reasonably located and protected by safety guards and fireproofing to prevent fire hazards and accidents. All product demonstrations involving any moving or potentially hazardous machines, displays or parts must have hazard barriers to prevent accidental injury to spectators. The decision of Show Management in this regard shall be final.

When the Fire Department and / or Civil Protection and / or Public Security and / or the Direction of Operations of Expo Guadalajara determine there is any risk or danger in the hired area or in the facilities, the exhibitor will be informed in order to take responsibility for eliminating or having that risk eliminated.

**Rejected Displays:** Exhibitor agrees that his exhibit shall be admitted and shall remain from day to day solely on compliance with the rules and regulations herein specified. Show Management reserves the right to reject, eject, or prohibit any exhibit in whole or in any part, or exhibitor or his representatives, for non-compliance with these rules and regulations.

## 26. CARE OF BUILDING

No exhibitor may allow an article to be brought into, or permit any act to be done in Expo Guadalajara, which will increase the premiums or void policies of insurance held by Show Management. No exhibitor may permit any act by its employees by which the premises shall in any manner be marred or defaced. Exhibitor must surrender the space occupied by him in the same condition as at the commencement of occupation. Any damage done to the premises by the exhibitor shall be made good to Show Management or the building owners, as their interests may appear.

**A. Hazardous Materials:** Exhibitors are forbidden from bringing any equipment, vehicle, or material considered hazardous into Expo Guadalajara, except those materials used for regular cleaning. Furthermore, substances considered toxic by CICOPLAFEST, or that require a special permit from the Secretaria de la Defensa Nacional [Department of National Defense] shall not be permitted access to the Venue. Certain types of compressed gas tanks are permitted by the building, however, must be approved in advance.

## 27. EXHIBITOR BADGES

Show Management will provide exhibitors with one free exhibitor badge for each 3 square meters of contract exhibit space, or fraction thereof. Example: 9 square meters = 3 badges.

Exhibitor badges in excess of the free allotment can be ordered at a cost determined by Show Management. These badges are only for personnel assigned by the exhibitor to staff his booth, which includes hostesses and temporary personnel, and are not transferable. Pre-registered exhibitor badges may not be replaced or exchanged on-site. No refunds will be made on badges ordered.

Exhibitor badges will admit the wearer to the hall during set-up, show week and teardown. Special stickers or badges will be issued to other individuals properly identified as authorized to work in the hall during installation and dismantling. Badges must be worn in the hall at all times.

## 28. REGISTRATION AND ADMISSION

The show is not open to the general public. An official badge, issued upon registration, and not transferable entitles the wearer to unlimited attendance during scheduled show hours and must be worn at all times in the hall.

Show Management shall have sole control of all admission policies at all times.

Visitor registration will be conducted in advance and at Expo Guadalajara starting no later than 11:00 am on Tuesday, June 13, 2017.

## 29. SECURITY & INSURANCE

Show Management and Expo Guadalajara may take precautions to safeguard exhibitor's property by means of regular perimeter guard service. However, they will not be liable for the damage or loss to exhibitor's property through theft, fire, accident or any other cause, nor does Show Management assume any responsibility for the protection and safety of Exhibitor, its officials, agents or employees. Exhibitor shall insure his own exhibit and display materials and make every effort to secure their small easily removable items in their booth. This includes, but is not limited to, laptop computers, DVD players, VCRs, blue ray, cell phones and video projectors. Show Management will not assume liability for any injury that may occur to show visitors, exhibitors or their agents and employees, or others.

Exhibitor agrees to obtain the following insurance coverage during the dates of EXPO PACK Guadalajara 2017, including move-in and move-out days, and be prepared to furnish a certificate of insurance to Show Management if requested:

- a. Commercial General Liability insurance coverage of at least \$1'000,000 pesos or the equivalent in US Dollars.
- b. Commercial Automobile Liability insurance covering owned, non-owned, hired and rented vehicles operating in and near the facility, including loading/unloading hazards with bodily injury limits of \$250,000 pesos and property damage limits of \$250,000 pesos. The Exhibitor can exhibit a certificate covering a valid car insurance signed in advance, as long as it contains the characteristics mentioned on index (b)
- c. Expo Pack México S.A. de C.V., PMMI Inc., EPASE S.A. de C.V. and Expo Guadalajara are named as additional insured on all policies, coverage to apply as primary and noncontributory:
- d. Exhibitors general liability insurance carrier agrees to waive its right of subrogation against Expo Pack México S.A. de C.V., PMMI, Inc., EPASE and Expo Guadalajara
- e. Exhibitor insurance carriers must be licensed and admitted in Mexico.
- f. Exhibitor's insurers will provide Show Management with thirty days written notice in the event of cancellation or material reduction in coverage.

Show management reserves the right to refuse setup to an exhibitor that does not provide evidence of appropriate coverage. Exhibitors are not allowed to bring their own security personnel/guards. If they need guards, they must order them from the official supplier.

**30. LIABILITY – Show Management shall not be liable to the exhibitor in any respect for any claims, losses, expenses, injuries, or damages arising out of or related to the event or the exhibitor's participation in the event due to any act or omission of Show Management, its employees or agents, or any third person, whether based on breach of contract or warranty, negligence or other tort, or strict liability, unless directly and solely caused by the gross negligence or willful misconduct of Show Management. Show Management disclaims all warranties, express or implied, including, without limitation, warranties of merchantability and fitness for a particular purpose. Show Management shall not be liable to the exhibitor for any indirect, special or consequential damages, including lost profits, whether based upon a claim or action of contract, warranty, negligence, strict liability or other tort, even if Show Management is aware of the possibility thereof. Notwithstanding any other provision of this Agreement, the maximum liability of Show Management to the exhibitor will in no event exceed the lesser of (i) the amount of exhibit fees paid by the exhibitor to Show Management or (ii) US\$5,000; recovery of such amount shall be the exhibitor's sole and exclusive legal remedy. Any claim against Show Management not submitted to Show Management within thirty (30) days of the close of the event shall be forever waived, and no suit or action shall be brought against Show Management more than one (1) year after the event.**

**31. INDEMNIFICATION – The exhibitor shall indemnify and hold harmless PMMI Inc., EPASE S.A. de C.V., EXPO PACK S.A. de C.V. and its officers, directors, agents and employees (collectively, "Show Management") from and against any and all liabilities, damages, actions, losses, claims, costs, and expenses (including reasonable attorney's fees) on account of personal injury, death, or damage to or loss of property arising out of or contributed to by any act, omission, negligence, fault, or violation of a law or ordinance by the exhibitor, its employees, agents, contractors, members, exhibitors, patrons, or invitees.**

**32. PRIVACY POLICY–** This Privacy Notice governs the personal data processing by EXPOPACK MÉXICO, S. A. DE C.V. hereinafter "EXPOPACK", with domicile in Homero 418 Piso 7, Col. Chapultepec Morales, C.P. 11570, Mexico, Federal District, as provided in the Federal Law on the Protection of Personal Data Possessed by Private Persons, its Regulations, and the Privacy Notice Guidelines issued by the Ministry of Economy and other administrative provisions derived from such instruments. In EXPOPACK, we process your personal data in order to carry out the activities and efforts to comply with the obligations originated and derived from the labor and/or legal relationship with you, and that we consider as primary purposes, including the following: i) Registering your data in our databases and directories of Visitors, Prospects, Clients and Exhibitors; ii) Registering your data in our temporal databases of Visitors, Prospects, Clients and Exhibitors; iii) Registering your data in our Guest list; iv) Managing and administration of events; v) Monitoring and controlling your access to events; vi) Managing your security in the events of EXPOPACK, including video recording of activities and the management of security incidents. vii) Managing the delivery of invitations from our exhibitors to their guests for EXPOPACK's events; viii) Creating of your identity badge for accessing the events; ix) Managing the delivery of identity badges to your address - (hiring courier companies); x) Managing the payment of services through credit cards or other payment means; xi) Managing the users' passwords to authenticate the identity of exhibitors and VIP visitors, in order to enable the use of online services and tools, including the Exhibitor's Manual; xii) Conduct the administrative management of the event - payments, technical assistance, and operations, and xiii) Creation and delivery of tax receipts; xiv) Allow the management, administration and security of your personal data; and xv) Maintain physical, electronic and procedural safeguards of your personal data in terms of applicable legislation and regulation. We also process your personal data for other secondary purposes that are not necessary and outside of the original legal or labor relationship with you, including: i) Sending newsletters and information via printed and electronic means related to our events, invitations, promotions, services and products, as well as to other expos and events in Mexico and/or abroad, organized by our providers, exhibitors and/or sponsors that we consider of your interest; ii) Sending communications with marketing and advertising purposes, or for commercial prospection related to EXPOPACK's events, either by printed or electronic means; iii) Performing market research and for statistical purposes; iv) Share your information with sponsors or exhibitors of events organized by EXPOPACK and/or related companies; and v) Share your information with sponsors or exhibitors for events organized by EXPOPACK that we consider of your interest. You will be able to exercise your right of access, modification, cancellation, and opposition to the processing of your data, revoking your consent, as well as, limiting its use and disclosure through the means provided by our Privacy Officer on the complete privacy notice available in <http://www.expopack.com.mx/2017/index.php/en/expopack/privacidad>.

### **33. GENERAL.**

All matters and questions not covered by Rules and Regulations are subject to the decision of Show Management. Show Management may amend, at any time, the Rules and Regulations. All amendments or additions that may be so made shall be as equally binding on all parties affected as the original Rules and Regulations. Each exhibitor will be provided with an Exhibitor Service Manual, which will also be considered an extension of the Exhibit Space Application and Contract.

### **34. PATENT INFRINGEMENTS.**

Show Management will not involve itself in patent infringements or trademark disputes before, during or after EXPO PACK Guadalajara 2017. Exhibitors should seek their own legal counsel to resolve such issues.

### **35. LABOR RELATION**

Under the Mexican Federal Labor Law (*Ley Federal del Trabajo*), the Exhibitor will assume, in an individual and exclusive manner, the absolute responsibility of employer for all third parties hired by him and no act or action shall be interpreted or assumed as the creation of a labor relationship between the agent, employees or others of the Exhibitor and Show Management and/or Expo Guadalajara. In no way will Show Management and/or Expo Guadalajara be required to comply with the labor regulations and social benefits that the Exhibitor is obligated to provide his employees, agents or others based on the following stipulations:

- (i) Show Management and/or Expo Guadalajara cannot be required to comply with administrative, labor, civil, mercantile, penal, social security or any other kind of responsibilities for third parties hired by the Exhibitors, and
- (ii) If for any circumstance, Show Management and/or Expo Guadalajara are required to comply with administrative, labor, civil, mercantile, penal, social security or any other kind of responsibilities, the Exhibitor is obligated to liberate them from any summons and/or requirement assuming the obligations, as absolute employer, that corresponds to him on terms of the applicable provisions of the Mexican Federal Labor Law and the Social Security Law.
- (iii) The Exhibitor is obligated to clarify to the third parties that for all legal and practical effects, their sole employer is the Exhibitor and that there is not and will not be, today or in the future, a labor relation between the employees, agents or others of the Exhibitor and Show Management and/or Expo Guadalajara.
- (iv) The Exhibitor is obligated to register all its employees, agents or others in the Social Security Mexican Institute (IMSS). The Exhibitor shall be prepared to provide Show Management the necessary documentation evidencing the validity of such insurance upon request.

### **36. CONTROLLING LAW; DISPUTE RESOLUTION**

The Exhibit Space Contract, including these Rules and Regulations, shall be governed by and construed according to the laws of either, the Commonwealth of Virginia, USA or the laws of México, as determined by Show Management. For any legal action brought for breach, or to enforce the terms, of the Exhibit Space Contract, including these Rules and Regulations, the exclusive jurisdiction and venue shall be either the applicable federal or state court for Reston, Virginia USA or the applicable court in México City, México, as determined by Show Management.