Dear Exhibitor,

Thank you for joining us for the D23 Expo 2013: The Ultimate Disney Fan Event.

The D23 Expo celebrates Disney's past, present and future with incredible exhibits and experiences, amazing presentations and speakers, and one-of-a-kind events from August 9 – 11, 2013 at the Anaheim Convention Center in Anaheim, California.

The Exhibitor package includes: (1) an Application for Exhibit Space, including the D23 Expo Terms and Conditions; and (2) a Seller's Permit Application form (California BOE-410d).

An enrollment form for liability insurance, which is mandatory, will be sent to all approved Exhibitors in Spring 2013.

If you have any further questions about the D23 Expo or your exhibition space, please contact me at (818) 526-4248 or via email at Kimberly.A.Washington.-ND@disney.com.

Thank you again, and we look forward to seeing you at the D23 Expo!

Sincerely,

Kimberly Washington
D23 Collectors Forum Manager

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Dear Exhibitor,

Registering is easy! Included with this Exhibitor packet are the registration forms for the D23 Expo 2013. Please read and complete each form carefully and legibly, following the steps below:

1. Complete the following forms in this packet:

Application for Exhibit Space

All exhibitors must fill out and return the Application for Exhibit Space. Please make sure you have read the D23 Expo Terms and Conditions that is part of the Application, filled out the entire Application and signed it. Please complete the credit card authorization form as well.

California BOE-410d

All exhibitors must complete and return the California BOE-410d form. All exhibitors who will be selling any kind of merchandise or service at the D23 Expo must have their original seller's permit at their exhibit space on all event days. Please send us a copy of your current seller's permit. If you do not have a current seller's permit, it is your responsibility to obtain one.

2. Exhibitor Insurance Program Enrollment Form

All exhibitors must fill out and return the Exhibitor Insurance Program Enrollment Form that will be sent to all approved Exhibitors in Spring 2013. D23 Expo Management will arrange for liability insurance coverage for all exhibitors (through Shahinian Insurance Services, Inc.) for the D23 Expo at no additional cost. However, it is each exhibitor's responsibility to obtain workers' compensation and employers' liability insurance coverage (if applicable) as well as insurance covering its own property.

3. Submit the above forms, along with credit card payment using the credit card authorization form (checks are not accepted), in one of the following ways:

Fax: (818) 526-4479
Mail: D23 Expo Collectors Forum, c/o Kimberly Washington,
500 S. Buena Vista St., Burbank, CA 91521
Email: kimberly.a.washington.-ND@disney.com

Upon receipt of your Application by D23 Expo Management, you will be contacted and sent an Exhibitor Manual that will include further details about the D23 Expo Collectors Forum.

If you have any questions or concerns about exhibiting at the D23 Expo, please contact Kimberly Washington on behalf of Expo Management at (818) 526-4248.

See you at the Expo!

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HOW TO REGISTER

Step 1: Fill out this Application in its entirety.
Step 2: Submit this Application in one of the following ways:
Fax: (818) 526-4479
Mail: D23 Expo Collectors Forum,
c/o Kimberly Washington,
500 S. Buena Vista St., Burbank, CA 91521
Email: kimberly.a.washington.-ND@disney.com
Step 3: Submit your payment by fax or email by completing the credit card authorization form (on the next page).

NOTE: When submitting your Application, please be sure to provide all of the following: (1) completed Application; (2) completed California BOE-410d form (included with this Application); (3) a copy of your California seller's permit, if you already have one; (4) payment in full. Upon approval of your Application by Expo Management, you will be contacted and sent the Exhibitor Manual.

EXHIBITOR INFORMATION

1. Exhibitor Name: _____
2. Company Name (if applicable): _____
3. Pre-Expo Contact Person: _____
   Title/Position: _____
   Direct Contact Number/Cell Number: _____
4. On-Site Contact Person (if different): _____
   Title/Position: _____
   Direct Contact Number/Cell Number: _____
5. Exhibitor Address: _____
   City: _____ State: _____ Zip/Postal Code: _____
   Country (if not the U.S.): _____
6. Exhibitor Telephone Number: _____ Extension: _____
   Fax Number: _____
7. Email Address: _____
8. Website Address (if applicable): _____
9. Names of Workers at Expo (booth fee includes max. 5 credentials):
   _____
   _____
   _____
   _____
   _____

CLASSIFICATION (check one)

☐ Artist ☐ Manufacturer ☐ Other
☐ Autograph/Signing ☐ Non-Profit ☐ Wholesale
☐ Buy, Sell, or Trade ☐ Publisher
☐ Distributor ☐ Retailer

Brief description of what you will be showcasing at the Expo:
_____
_____
_____
_____
_____

EXHIBIT SPACE

1. Booth Space

Each 10' x 10' Exhibit Space includes the following:

- 8' high pipe and drape backwall and 3' high pipe and drape side dividers
- One (1) 7"x44" identification sign
- Standard color booth carpet
- One (1) 6' long skirted table
- Two (2) chairs
- One (1) wastebasket
- Nightly booth vacuuming
- All material handling during move in and move out

Collectors Forum Exhibit Space Pricing for 2013:
Please check the box(es) associated with your request.

August 9, 2012 – December 31, 2012 (10' x 10' Booth)

☐ **Early Bird**	$1,100.00
☐ **Repeat Exhibitors** (First Rights for Refusal)	$1,000.00
☐ **Multiple Booths** (4 or more)	$1,000.00
☐ + Premium Placement* (Add-on)	$200.00

January 1, 2013 – June 7, 2013 (10' x 10' Booth)

☐ **Advanced**	$1,200.00
☐ **Repeat Exhibitors** (First Rights for Refusal)	$1,100.00
☐ **Multiple Booths** (4 or more)	$1,100.00
☐ + Premium Placement* (Add-on)	$200.00

June 8, 2013 – June 21, 2013 (10' x 10' Booth)

☐ **"I'm Late!" Pricing****	$1,500.00
☐ **Repeat Exhibitors**	$1,400.00
☐ **Multiple Booths** (4 or more)	$1,400.00

* Premium Placement will provide you a preferred location on the Collectors Forum Floor. Placement for Premium Space will be at the sole discretion of D23 Expo Management and determined in order of application receipt. Since there is a limited number of Premium Spaces available, you will receive confirmation of availability upon receipt of your completed application.

** Available space not guaranteed for submissions after June 7, 2013. You will receive confirmation of availability upon receipt of your completed application.

2. Additional Needs

Please describe any additional needs or requests you may have for your Exhibit: _____
_____
_____

Additional needs and requests for your Exhibit Space are subject to the approval of Expo Management, in its sole and absolute discretion. Any additional costs incurred by Expo Management in approving and/or providing the requests will be borne by the Exhibitor. Expo Management has arranged for an insurance policy with liability coverage to be included in the Exhibitor fee.

3. Total Exhibit Space Cost: $ _____

(APPLICATION CONTINUED NEXT PAGE)

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CALIFORNIA SELLER'S PERMIT

All Exhibitors must have a California seller's permit ("Permit") to sell their merchandise at the D23 Expo. If you already have a Permit, please provide its number below (for verification purposes) and send us a copy of the Permit; you must have your original Permit at your Exhibit Space on all Event days. As an Exhibitor, you will pay any fines or other liabilities incurred by Expo Management because you set up your Exhibit Space without a Permit, have provided an invalid Permit number, or have otherwise misused your Permit. If you do not have a California seller's permit, please review the attached documents for obtaining one. **All Exhibitors must provide us with a completed California BOE-410d form.**

California Seller's Permit Number: _____

PAYMENT

Payment by Credit Card

Name (as it appears on the card):

_____

Credit Card Type:

☐ Visa ☐ MasterCard ☐ AmEx ☐ Discover

Credit Card Number: _____

Expiration Date: _____

Signature: _____

By my signature above, I authorize Expo Management to charge my credit card for the full amount of the Total Exhibit Space Cost entered above upon Expo Management's acceptance of my Application.

AUTHORIZED SIGNATURE

Please read and sign and print your name below.

By signing below, I hereby acknowledge and agree that: (1) I have read, understand and agree to be bound by all of the provisions of this Application (including the Terms and Conditions that follow this page and this two page form); (2) failure to abide by the provisions of this Application, the Exhibitor Manual or any other rules or regulations established by Expo Management may result in the loss of my rights as an Exhibitor without recourse or refund; (3) my completion and submission of this Application is not a guarantee of Exhibit Space or location within the Exhibit Facility, nor is Expo Management's receipt of my Application or payment, or any actions or discussions with me concerning either; (4) THIS APPLICATION SHALL NOT BECOME A VALIID AND BINDING CONTRACT UNTIL THIS PAGE OF THE APPLICATION HAS BEEN SIGNED BY BOTH THE EXHIBITOR AND AN AUTHORIZED REPRESENTATIVE OF EXPO MANAGEMENT; and (5) Expo Management or its agents and representatives may contact me by telephone, fax or email with information and special offers regarding D23, the D23 Expo and the services/products of each.

Exhibitor

Signature: _____

Print Name: _____

Company/Title: (if applicable) _____

Date: _____

Expo Management

Authorized Signature: _____

Print Name: _____

Title: _____ Date: _____

Please keep a copy of your application as proof of payment.

FOR OFFICE USE ONLY

Payment Information:

Amount Paid/Deposit: _____

Check or Credit Card Number: _____

Received By: _____ Date: _____

Notes: _____

_____

_____

Exhibitor Information:

Exhibitor Registration Number: _____

Booth Number: _____ Booth Size: _____

Notes (on any special needs or requirements):

_____

_____

_____

_____

_____

_____

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1. Defined Terms
In this Agreement, these terms have the following meanings: **"Act of God"** is defined in Section 12; **"Agreement"** is defined in Section 2; **"Application"** means the first two pages of the Application for Exhibit Space together with these D23 Expo Terms and Conditions (**"Terms and Conditions"**); **"Claim"** is defined in Section 13; **"discretion"** means "sole and absolute discretion"; **"Event"** means the D23 Expo scheduled for August 9 - 11, 2013, at the Exhibit Facility; **"Exhibit"** means the display in the booth space licensed by Exhibitor for the Event (**"Exhibit Space"**); "Exhibit Facility" means the Anaheim Convention Center, in Anaheim, California; **"Exhibitor"** means the person or business entity submitting an Application and agreeing to enter into this Agreement upon Expo Management's acceptance in the manner set forth below, and, as applicable, each of its officers, directors, shareholders, employees, contractors, agents, representatives and/or invitees; **"Expo Management"** means D23 Worldwide (**"Disney"**), on behalf of itself and its affiliates and parents and their respective subsidiaries (collectively, **"Disney Companies"**), and the officers, directors, employees, representatives, agents, contractors and assigns of each (unless the context requires otherwise); **"General Contractor"** means Freeman Decorating Services, Inc.; **"including"** means "including without limitation" (unless the context requires otherwise); **"in connection with"** means "directly or indirectly resulting or arising from, associated with, relating to or otherwise in connection with" (unless the context requires otherwise).

2. Agreement Acceptance
The Application (including the insurance and California BOE-410d forms), when properly completed and signed by the proposed Exhibitor and submitted with payment in full, becomes a valid and binding Agreement only when accepted by Expo Management and signed by its authorized representative on the signature page of the Application (hereafter, this "Agreement"). Each Exhibitor, for itself and it employees and other agents, agrees to abide by this Agreement, as amended or supplemented as provided herein.

3. Qualifications of Exhibitor and Exhibit
Expo Management shall have the right, in its discretion, to: (a) determine whether an applicant is eligible to participate in the Event; (b) require the submission of information in addition to that noted in the Application regarding the nature of the items intended to be exhibited by the applicant; (c) accept or reject the applicant as an Exhibitor; and (d) restrict or remove any Exhibit, in whole or in part, that Expo Management believes is objectionable or inappropriate for the Event. Expo Management has the authority to require that an Exhibitor immediately pack up any product being displayed that Expo Management in its discretion: (x) considers to be adult material; (y) believes might have a negative impact on the reputation of the Disney Companies or their licensees: or (z) otherwise does not approve for display; any such product may be placed in storage of Expo Management's choice at the Exhibitor's sole expense. If Expo Management removes or restricts an Exhibit that Expo Management considers to be objectionable or inappropriate, no refund will be due Exhibitor.

4. Insurance and Personal Property Obligations
Exhibitor is responsible for any and all damages caused by Exhibitor or its employees or other agents in connection with Exhibitor's participation in and/or presence at the Event (including the installation, operation and dismantling of Exhibitor's display) and must maintain adequate commercial general liability insurance, as well as workers' compensation and employer's liability insurance (if applicable), as outlined in the Sample Certificate of Insurance in the Exhibitor Insurance forms included with the Application, that will fully protect Expo Management, the Exhibit Facility and General Contractor from Claims for personal injury (including bodily injury and death) and property damage that may arise. Expo Management has arranged for an insurance policy with liability coverage to be provided (through Shahinian Insurance Services, Inc.) at no additional cost to Exhibitor, based on Exhibitor's completion of the insurance enrollment form included with the Application. The policy will name Expo Management and the Exhibit Facility as additional insureds, be primary and not contributory and provide a waiver of subrogation and 30-day prior written notice of reduction or cancellation of the insurance. Exhibitor must fully and timely comply with all conditions imposed by the policy and take no action that could in any way limit Expo Management's or any of the additional insureds' rights or coverage under the policy; Exhibitor's failure to maintain the policy in full force and effect may result in Expo Management's termination of this Agreement immediately in its discretion, without further obligation to Exhibitor. Exhibitors must arrange to obtain workers' compensation and employer's liability insurance coverage (if applicable). Exhibitors that have not provided Expo Management with evidence of workers' compensation and employer's liability insurance coverage (if applicable) by the time for display set-up for the D23 Expo will not be issued credentials for their employees or subcontractors. Exhibitor understands that neither Expo Management nor the Exhibit Facility maintains insurance covering Exhibitor's property and that it is Exhibitor's sole responsibility to obtain such insurance.

5. Assignment of Space
Exhibit Space for the Event shall be assigned by Expo Management in its discretion for the Event only. A diagram showing the Exhibitor's Exhibit Space location

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on the Exhibit Space floor plan will be provided to Exhibitors along with the Exhibitor Manual via email. Expo Management reserves the right to change the floor plan or relocate Exhibitors to other locations, in its discretion without notification. Any assignment of Exhibit Space for the Event does not imply that similar space will be assigned for future events held by Expo Management.

6. Exhibit Space

Hours and dates for installing, occupying and dismantling Exhibits shall be those expressly specified by Expo Management.

a. Occupancy. All Exhibits must be open for business during the hours assigned by Expo Management for the Event and may not be open during any other hours. If an Exhibitor leaves its Exhibit Space unattended during the hours of the Event, Expo Management has the right to take possession of the Exhibit Space, with no refund due or further recourse by the Exhibitor. Exhibitors may not assign or sublicense any part of their Exhibit Spaces to third parties without the prior written approval of Expo Management, which may be withheld in its discretion.

b. Installation. The Exhibit Facility will become available for display set-up at 8:00 a.m. on Wednesday, August 7, 2013. Setting up of Exhibits and removal of all boxes, crates, etc., must be completed by 5:00 p.m. on Thursday, August 8, 2013. Exhibit materials arriving later than this completion time may be brought into the Exhibit Space only with the approval of Expo Management, in its discretion. Any Exhibit Space not occupied by the time set for completion of installation of displays may be reassigned at the discretion of Expo Management.

c. Dismantling and Removal. Exhibitors may begin to dismantle their displays at 7:00 p.m. on Sunday, August 11, 2013, when the Event ends. Dismantling of displays before the Event is officially closed by Expo Management will not be permitted under any circumstances.

7. Exhibit Space: Use and Restrictions

Exhibit Space includes the equipment indicated on the first page of the Application ("Standard Equipment"). No part of a display along the side rails may be higher than eight feet for that portion of the side rail starting at the back line of the booth and extending four feet toward the aisle, and not more than three feet high from that point to the aisle. No flashing or strobe lights or balloons or similar objects may be used or displayed by Exhibitor without the prior written consent of Expo Management. Additional restricted equipment items will be listed in the Exhibitor Manual.

8. Character of Displays; Use of Aisles and Common Areas

All Exhibits shall display products or services in a tasteful manner as determined in Expo Management's discretion. Distribution of samples, advertising and promotional materials, and printed matter of any kind, is restricted to the Exhibit booth. Uniformed attendants, models and other Exhibitor employees and other agents must remain within the Exhibit booths of their respective Exhibitors. Strolling entertainment or moving advertisements outside of an Exhibitor's Exhibit Space is prohibited. The aisles, passageways and overhead spaces remain strictly under control of Expo Management, and no signs, decorations, banners, advertising material or special exhibits will be permitted in any of these spaces. Exhibitors may not extend their Exhibit Space into aisle space or permit visitors to their Exhibit Space to line up in the aisles (between or in front of Exhibit booths), whether to examine the Exhibit's displays, watch demonstrations or otherwise. Exhibitors are specifically prohibited from employing any carnival type attraction, animal or human.

9. Sound Restrictions

The use of devices for mechanical reproduction of sound or music (such as loud speakers, sound system equipment, videos, intercom systems, bands and other noise-making devices) is permitted, but must be controlled; sound of any kind must not be projected outside of the Exhibitor's Exhibit Space. Exhibitors are specifically prohibited from operating such noisecreating devices as bells, horns or megaphones. Exhibitors are asked to observe the "good neighbor" policy at all times. Expo Management reserves the right to determine when such items become objectionable and to eliminate sound that interferes with other Exhibitors or the Event. Exhibitor shall comply with any request by Expo Management to discontinue any such sound or music. Expo Management reserves the right to discontinue use of a sound system by Exhibitors that are repeat offenders.

10. Cancellation by Exhibitor

If an Exhibitor cancels its Exhibit Space on or before June 2, 2013, it will be refunded 50% of its payment for the Exhibit Space. There will be no refunds for cancellations made after that date.

11. Cancellation by Expo Management

Expo Management may terminate this Agreement immediately if Exhibitor breaches any of its obligations under this Agreement or if its Exhibit (as a whole or in part) is determined to be objectionable or inappropriate by Expo Management in its discretion; under these circumstances, Expo Management in its discretion may (but has no obligation to) occupy or dispose of any Exhibit Space vacated or made available thereby, without refund of any payments made by Exhibitor and without releasing Exhibitor from any liability hereunder.

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The right to close an Exhibitor's Exhibit and terminate this Agreement is in addition to all other rights and remedies of Expo Management, in law or equity, as well as under this Agreement.

12. Cancellation of the Event
If Expo Management in its discretion cancels the Event due to circumstances beyond the reasonable control of Expo Management -- including fires, floods, epidemics or other acts of God, acts of war or terrorism, governmental emergency, labor strike or unavailability of the Exhibit Facility (collectively, "Act of God") -- Expo Management shall refund to each Exhibitor its Exhibit Space payment previously paid, minus a pro rata share of costs and expenses incurred (including rent, advertising, salaries and other payments and other operating costs), in full satisfaction of Expo Management's liabilities to Exhibitor. No refunds will be made if an Act of God should occur during the Event. Expo Management reserves the right to cancel, rename or relocate the Event or change the dates on which it is held. If Expo Management changes the name of the Event, relocates the Event to another event facility within the same city or reschedules the dates for the Event to dates no earlier or later than 30 days before or after the dates on which the Event originally was scheduled to be held, no refund will be due to Exhibitor if Expo Management assigns exhibit space at the relocated or rescheduled Event in accordance with the terms of this Agreement. If Expo Management elects to cancel the Event under circumstances other than those described in this Section 12, Expo Management shall refund to each Exhibitor its entire Exhibit Space payment, in full satisfaction of any and all liabilities on the part of the Expo Management to Exhibitor.

13. Exhibitor Covenant and Assumption of Risks
Exhibitor expressly covenants that it will make no Claim of any kind against Expo Management or the Exhibit Facility for, and expressly assumes all risks in connection with, Exhibitor's participation in and/or presence at the Event, including all risks of theft, loss, harm, damage or injury to the person (including death), property, business or profits of Exhibitor or its employees or other agents (and, without limiting the foregoing, including any damage to Exhibitor's business by reason of the failure to provide space for an Exhibit or removal of the Exhibit or any action of Expo Management in connection with the Exhibit or Exhibitor), whether caused by negligence, intentional act, accident, Act of God or otherwise. Exhibitor shall be solely responsible to its employees and other agents and to all third persons, including invitees and members of the public, for all Claims in connection with the custody, possession, operation, maintenance or control of its Exhibit Space, whether for negligence or otherwise. Exhibitor shall promptly pay for any such Claims. For the purposes of this Agreement, "Claims" shall mean any and all claims, actions, causes of action, demands, cross-claims, counter-claims, obligations, contracts, indemnities, contributions, suits, debts, sums, accounts, controversies, rights, damages, costs, attorneys' fees, losses, expenses and other liabilities whatsoever, in law, equity or otherwise.

14. Exhibitor Release of Claims
Exhibitor hereby fully and forever releases and discharges each of Expo Management and the Exhibit Facility, and their respective present and former officers, directors, shareholders, partners, affiliates, employees, agents, representatives and attorneys, and the predecessors, assignees and successors of each of them, from any and all Claims that Exhibitor may now have or that may hereafter accrue in connection with Exhibitor's participation in and/or presence at the Event. Exhibitor acknowledges that there is a possibility that, subsequent to the execution of this Agreement, Exhibitor may discover facts or incur or suffer Claims that were unknown or unsuspected at the time this Agreement was executed, and which if known by it at that time may have materially affected its decision to execute this Agreement. Exhibitor acknowledges and agrees that by reason of this Agreement, and the releases contained in this Section 14, Exhibitor: (a) is assuming any risk of such unknown facts and unknown and unsuspected Claims; and (b) knowingly and voluntarily waiving all rights and benefits afforded by Section 1542 of the California Civil Code ("Section 1542"), understanding and acknowledging the significance of this specific waiver. Section 1542 states:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

15. Indemnification by Exhibitor
Exhibitor shall defend (with legal counsel satisfactory to Expo Management in its discretion), indemnify and hold harmless Expo Management and the Exhibit Facility from any and all Claims in connection with: (a) Exhibitor's participation in and/or presence at the Event; (b) any breach by Exhibitor of any agreements, representations, covenants, promises or other obligations under this Agreement; (c) any willful misconduct or negligent act, error or omission of Exhibitor, its employees and other agents; (d) any matter for which Exhibitor is otherwise responsible under the terms of this Agreement; (e) any violation or infringement (or Claim of violation or infringement) of

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any law or ordinance or the rights of any party under any patent, copyright, trademark, trade secret or other proprietary right; (f) any libel, slander, defamation or similar Claims in connection with the actions of Exhibitor; (g) any harm or injury (including death) to Exhibitor or any of its employees or other agents; and (h) any loss or damage to property or the business or profits of Exhibitor, whether caused by negligence, intentional act, accident, Act of God, theft, mysterious disappearance or otherwise. Exhibitor shall not settle or compromise any Claims against Expo Management without Expo Management's prior written consent in each instance. The provisions of this Section 15 shall survive the expiration or earlier termination of this Agreement.

16. Limitation of Liability
Expo Management makes no representations or warranties, express or implied, regarding the number of persons who will attend the Event or regarding any other matters. Neither Expo Management nor the Exhibit Facility shall be liable for any Claims that Exhibitor may now have or may hereafter accrue in connection with Exhibitor's participation in and/or presence at the Event, whether caused by negligence, intentional act, accident, Act of God or otherwise. Expo Management and/or the Exhibit Facility SHALL NOT BE LIABLE FOR ANY LOST PROFITS (including, without limiting the foregoing, any damage to Exhibitor's business by reason of the failure to provide space for an Exhibit or removal of the Exhibit or any action of Expo Management in connection with the Exhibit or Exhibitor) OR ANY INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES WHATSOEVER, under any circumstances, whether or not made aware of the possibility of any such lost profits or damages.

17. Disclaimer of Responsibility
On behalf of Exhibitors, Expo Management has designated the General Contractor as the official general contractor for the Event to provide Exhibit Space services including drayage, freight, booth furniture rental, cleaning, etc. Expo Management disclaims and does not assume any responsibility or liability for any of the services performed or materials delivered (or any aspect thereof) by the General Contractor or the Exhibit Facility, or for any services or materials performed/provided by any other persons or organizations not under Expo Management's control. Without limiting the foregoing, Expo Management shall not be liable for failure to perform its obligations under this Agreement in connection with strikes, riots, Acts of God, or any other cause beyond Expo Management's control. In no event shall Expo Management's maximum liability under any circumstance exceed the amount actually paid by Exhibitor for Exhibit Space usage under this Agreement.

18. Taxes and Licenses
Exhibitor shall obtain, at its sole expense, any licenses, permits, tax identification numbers and/or approvals required by Expo Management and the Event rules and regulations as well as by federal, state or local law applicable to Exhibitor's activities at the Event, including the payment of taxes, license or use fees, or other fees, charges, levies or penalties that become due to any governmental authority in connection with Exhibitor's participation in and/or presence at the Event.

19. Use of Disney Name
Exhibitor by this Agreement shall acquire no right to use, and shall not use, except as expressly agreed to in writing in each instance by Expo Management, the name of Expo Management, the names "D23" or "D23 Expo" or the name "ABC," "Marvel," "Pixar" or "Disney" (either alone or in conjunction with or as a party of any other word or name) or any fanciful characters, trademarks, trade names, logos or designs of Disney Enterprises, Inc., or its parent or any affiliates or subsidiaries: (a) in any advertising, publicity or promotion; or (b) to express or to imply any endorsement of Exhibitor's products or services; or (c) in any other manner whatsoever. The provisions of this Section 19 shall survive the expiration or earlier termination of this Agreement.

20. Copyrighted Materials
The playing, performance or distribution of any copyrighted material at the Event by Exhibitor is prohibited, unless Exhibitor has obtained all necessary rights and paid all required royalties, fees or other payments. Exhibitors must obtain music licenses through ASCAP (American Society of Composers, Authors and Publishers) and/or BMI (Broadcast Music Inc.) if they intend to use copyrighted music in their Exhibit booths. Exhibitor shall indemnify and hold Expo Management harmless from any liability in connection with the use of music for which Exhibitor has not appropriately obtained and paid for rights, whether through ASCAP or BMI or any other organizations.

21. Exhibitor Manual
Once Expo Management has accepted an Exhibitor and countersigned this Agreement, Expo Management will send an Exhibitor Manual to Exhibitor's Primary Contact indicated on the front page of this Agreement, via email. The Exhibitor Manual will include information integral to participation at the Event, including: additional Event rules and regulations and display rules; information about General Contractor provided services (shipping and drayage, utilities and building services); General Contractor order forms for Exhibitors to procure additional equipment (besides the Standard Equipment) needed for their Exhibits; Exhibit check-in and related

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information; and Exhibit installation and dismantling schedules.

22. Listings and Promotional Materials
By Exhibitor's participation in the Event, Exhibitor expressly grants to Expo Management a fully paid, perpetual non-exclusive license to use, display and reproduce the name, trade names and product names of Exhibitor in any directory (print, electronic or other media) listing the exhibiting companies at the Event and to use such names in Expo Management promotional materials. Expo Management shall not be liable for any errors in any listing or descriptions or for omitting any Exhibitor from the directory or other lists or materials. Exhibitor agrees that Expo Management also may take photographs of Exhibitor's booth space, Exhibit and personnel during, before or after the open hours of the Event and use such photographs for any Expo Management promotional purpose.

23. Compliance with Laws
Exhibitor shall comply with all federal, state and local laws, codes, ordinances, rules and regulations applicable to the Exhibit Facility, the conduct of the Event or Exhibitor's participation in and presence at the Event (including all fire and safety regulations, which will be listed in the Exhibitor Manual), as well as all rules and regulations of the Event and/or Expo Management and of the Exhibit Facility (including any union work rules or other contracts). Without limiting the generality of the foregoing, Exhibitor shall construct its Exhibit to comply with The Americans with Disabilities Act.

24. Incorporation of Rules and Regulations; Entire Agreement
Any and all matters pertaining to the Event and not specifically covered by this Agreement shall be subject to determination by Expo Management in its discretion. Expo Management may adopt rules and regulations from time to time governing such matters and may amend or revoke them at any time, upon reasonable notice to Exhibitor; Exhibitor shall observe and abide by additional rules and regulations made by Expo Management as soon as these additional rules and regulations are communicated to Exhibitor. The Exhibitor Manual and any such additional rules and regulations are an integral part of this Agreement and are incorporated herein by reference (with the full force and effect as if the Exhibitor Manual and rules and regulations are expressly set forth herein), which together constitute the entire agreement between Exhibitor and Expo Management with respect to the subject matter hereof.

25. Governing Law
This Agreement is governed by the laws of the State of California as applied to agreements entered into and entirely performed within that state. Exhibitor agrees that the courts (federal or state, as may be applicable) located in the County of Los Angeles, State of California, constitute the exclusive forum for the resolution of any and all disputes in connection with this Agreement or the breach of any of its provisions. Exhibitor waives any right to assert lack of personal or subject matter jurisdiction and agrees that venue properly lies in the County of Los Angeles, California.

26. Additional Rights of Exhibitor
In the event Exhibitor is indebted to Expo Management, whether or not such indebtedness arises from this Agreement or any other contract between them, Expo Management shall have the right in its discretion to offset any refunds of Exhibit Space payments otherwise due Exhibitor against that other indebtedness. Expo Management also shall have the right to conduct routine walkthroughs of Exhibitor's Exhibit Space in order to review Exhibitor's compliance with all rules, regulations and other obligations in connection with its participation in and/or presence at the Event. In addition to all other rights of Expo Management, it may refuse to consider for participation in future events held by Expo Management an Exhibitor who violates or fails to abide by the Agreement and/or any of the Event's rules and regulations.

27. Miscellaneous Terms and Conditions
Expo Management has sole control over attendance policies. Except as expressly provided otherwise in this Agreement, all payments made by Exhibitor shall be deemed fully earned and non-refundable at the time of payment. Exhibitor shall conduct itself at all times in accordance with normal standards of decorum and good taste. This Agreement shall not constitute or be considered a partnership, employer-employee relationship, joint venture or agency between Expo Management and Exhibitor. Any amendment or modification to this Agreement must be in writing and signed by an authorized representative of Expo Management. Exhibitor may not assign this Agreement or any right hereunder without the prior written consent of Expo Management, which may be withheld in its discretion. All interpretations of the provisions of this Agreement are the province of Expo Management, in its discretion.

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SWAP MEETS, FLEA MARKETS, OR SPECIAL EVENTS CERTIFICATION

STATE OF CALIFORNIA
BOARD OF EQUALIZATION

People who sell merchandise in California are generally required to hold a seller's permit.

You **may not** sell at this event unless you have a seller's permit or are not required to hold a permit. You are required to have a permit if you are selling, even temporarily, new or handcrafted items or used items you purchased for the purpose of reselling to others. You are not required to hold a permit if you are only making "occasional" sales, selling products that are not taxable when sold at retail, or selling on behalf of a section 6015 retailer.

You may electronically register for seller's permit at no cost to you by visiting our website at *www.boe.ca.gov.* To find a Board of Equalization (BOE) office near you, call our Taxpayer Information Section at 800-400-7115 (TTY:711) or visit our website. If you obtain a temporary seller's permit, the business address on your temporary permit should be the address of the temporary selling location and the mailing address should be your permanent place of business or residence.

Occasional and Nontaxable Sales - Occasional sellers are usually people who are not required to hold a seller's permit because they will not be making a series of qualifying sales. A person who has cleared their garage of used items *accumulated for their own use* and who sells *only* those items would usually qualify as an occasional seller, provided they make sales no more than twice in a 12-month period. Some sellers who make only nontaxable sales are also not required to hold seller's permits. Examples include sellers of fresh produce or other cold food products sold "to go." Please note, however, some food sales are taxable, including sales of food for consumption in places where admission is charged.

Section 6015 Retailers - Revenue and Taxation Code section 6015 relieves certain individuals of the requirement to obtain a seller's permit when: (1) the product supplier is a BOE approved section 6015 retailer, (2) the product supplier reports and pays tax on the actual "retail selling price," (3) the individual is selling only those items purchased from the section 6015 retailer, and (4) the individual provides the name of the product supplier. Typical section 6015 retailers include multi-level marketing retailers that solicit sales through a network of individual salespeople/representatives (for example, Avon, Tupperware).

Verification of a seller's status is required by law. Please complete all four sections of this form. Please print.

1. EVENT INFORMATION

EVENT NAME AND PLACE

EVENT DATE(S)

TABLE/BOOTH/LOCATION ID#

2. VENDOR/EXHIBITOR INFORMATION

OWNER'S NAME

MAILING ADDRESS *(street number or P.O. box)*

(city, state and zip code)

TELEPHONE NUMBER
( )

DRIVER LICENSE NUMBER OR STATE ID NUMBER AND STATE

TYPE OF BUSINESS, DESCRIPTION OF ITEMS TO BE SOLD/DISPLAYED

3. STATUS—*Check appropriate boxes, and provide requested information*

☐ I hold a valid seller's permit. My number is: **S**

☐ No sales of tangible personal property are being made or solicited at this event.

☐ I am not required to hold a seller's permit because:

- ☐ My retail product sales are not subject to tax
- ☐ My sales are exempt occasional sales
- ☐ I sell on behalf of a section 6015 retailer _____

4. CERTIFICATION—*Partners/additional sellers, complete a separate copy of this form*

The above statements are certified to be correct to the best knowledge and belief of the undersigned.

NAME *(typed or printed)*

TITLE

SIGNATURE

DATE

See reverse for disclosure information.

CLEAR PRINT

Sales and Use Tax Privacy Notice
Information Provided to the Board of Equalization

We ask you for information so that we can administer the state's sales and use tax laws (Revenue and Taxation Code sections 6001-7176, 7200-7226, 7251-7279.6, 7285-7288.6). We will use the information to determine whether you are paying the correct amount of tax and to collect any amounts you owe. You must provide all of the information we request, including your social security number (used for identification purposes [see Title 42 U.S. Code sec.405(c)(2)(C)(i)]).

What happens if I don't provide the information?
If your application is incomplete, we may not issue your seller's permit or use tax certificate. If you do not file complete returns, you may have to pay penalties and interest. Penalties may also apply if you don't provide other information we request or that is required by law, or if you give us fraudulent information. In some cases, you may be subject to criminal prosecution.

In addition, if you don't provide information we request to support your exemptions, credits, exclusions, or adjustments, we may not allow them. You may end up owing more tax or receiving a smaller refund.

Can anyone else see my information?
Your records are covered by state laws that protect your privacy. However, we may share information regarding your account with certain government agencies. We may also share certain information with companies authorized to represent local governments.

Under some circumstances we may release to the public the information printed on your permit, account start and closeout dates, and names of business owners or partners. When you sell a business, we can give the buyer or other involved parties information regarding your outstanding tax liability.

With your written permission, we can release information regarding your account to anyone you designate.

We may disclose information to the proper officials of the following agencies, among others:

- United States government agencies: U.S. Attorney's Office; Bureau of Alcohol, Tobacco and Firearms; Depts. of Agriculture, Defense, and Justice; Federal Bureau of Investigation; General Accounting Office; Internal Revenue Service; Interstate Commerce Commission
- State of California government agencies and officials: Air Resources Board; Dept. of Alcoholic Beverage Control Auctioneer Commission; Dept. of Motor Vehicles, Employment Development Department; Energy Commission; Exposition and Fairs; Dept. of Food and Agriculture; Board of Forestry; Forest Products Commission; Franchise Tax Board; Dept. of Health Services; Highway Patrol; Dept. of Housing and Community Development; California Parent Locator Service
- State agencies outside of California for tax enforcement purposes
- City attorneys and city prosecutors; county district attorneys, police and sheriff departments.

Can I review my records?
Yes. Please contact your closest Board office (see the white pages of your phone book). If you need more information, you may contact our Disclosure Officer in Sacramento by calling 916- 445-2918. You may also want to obtain publication 58-A, Inspecting and Correcting Your Records. You may order a copy from our Information Center: 800-400-7115 or download it from the Internet: www.boe.ca.gov (look under "Forms and Publications").

Who is responsible for maintaining my records?
The officials listed below are responsible for maintaining your records.

Sales and Use Tax
Board of Equalization
Deputy Director, SUTD, MIC:43
PO Box 942879
Sacramento, CA 94279-0043
800-400-7115

Property and Special Taxes and Fees
Board of Equalization
Deputy Director, PSTD, MIC:63
PO Box 942879
Sacramento, CA 94279-0063
800-400-7115

BOE-324-GEN-S REV. 7 (5-12)

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These D23 Expo Rules and Regulations ("Rules") apply to all Exhibitors with Exhibit Space at the D23 Expo ("Event"), and each Exhibitor's participation in the D23 Expo constitutes that Exhibitor's agreement to abide by all of the terms of these Rules. All capitalized terms not otherwise defined in these Rules have the meanings given them in the Agreement between each Exhibitor and Expo Management ("Agreement").

ASSIGNMENT OF EXHIBIT SPACE: Exhibit Space for the Event shall be assigned by Expo Management in its sole and absolute discretion ("Discretion") for the Event only. A diagram showing the Exhibitor's Exhibit Space location on the Exhibit Space floor plan will be provided to Exhibitors along with the Exhibitor Manual via email. Expo Management reserves the right to change the floor plan or relocate Exhibitors to other locations, in its Discretion, without notification. Exhibitors may not assign or sublicense any part of their Exhibit Spaces to third parties without the prior written approval of Expo Management, which may be withheld in its Discretion.

OCCUPANCY OF SPACE DEADLINE: The Exhibit Facility will become available for display set-up at 8:00 AM on Wednesday, August 7, 2013. Setting up of Exhibits and removal of all boxes, crates, etc., must be completed by 5:00 PM on Thursday, August 8, 2013. Exhibit materials arriving later than this completion time may be brought into the Exhibit Space only with the prior written approval of Expo Management, in its Discretion, in each instance. Any Exhibit Space not occupied by the time set for completion of installation of displays may be reassigned at the Discretion of Expo Management. Exhibitors may begin to dismantle their displays at 7:00 PM on Sunday, August 11, 2013, when the Event ends. Dismantling of displays before the Event is officially closed by Expo Management will not be permitted under any circumstances.

SPACE & HEIGHT REGULATIONS: Exhibits must be confined to the exact Exhibit Space allocated. Height limitations and other restrictions pertaining to the design of Exhibits and the use in the Exhibit Space of pedestals, tables, racks, shelves, risers and similar display equipment, are governed by these Rules, the terms of the Agreement and such other rules and regulations that Expo Management and/or the General Contractor may adopt from time to time to address matters relating to the Event that are not specifically covered by the Agreement ("Additional Regulations"). Note: If an Exhibitor's Exhibit display is built beyond the limitations and restrictions set forth in these Rules, Expo Management reserves the right to require the Exhibitor to alter, remove or rearrange any or all of its Exhibit Space display so that it will comply with these Rules, the terms of the Agreement and the Additional Regulations. If an Exhibitor is not available to make the required corrections, Exhibitor grants to Expo Management the authority to make them at the Exhibitor's expense. Exhibitors may not carpet the aisle space in front of or between any Exhibit Spaces, bridge the aisle between Exhibit Spaces with truss, banners, exhibits, products, lighting instruments, etc., or otherwise extend their Exhibit Space into aisle space. If the reverse side of an Exhibitor's Exhibit Space, whether back wall, sidewall, riser or display, is exposed to view, that reverse side must be suitably draped by Exhibitor with fireproof materials to assure that no part of the Exhibit Space construction, electrical wiring, or the like, can be seen from the aisles or Exhibit Spaces belonging to other Exhibitors. Nothing can be posted on, tacked, nailed, taped, screwed in, or otherwise attached to columns, walls, floors, or other parts of the Exhibit Facility or any furniture.

CREDENTIALS FOR EVENT: Expo Management has outlined procedures (to be provided to Exhibitors at a later date) for the issuance of credentials for the Event. Each Exhibitor is entitled to a maximum of five (5) Event credentials in connection with its Exhibit Space without paying an additional fee; anyone working at that Exhibitor's booth MUST have a credential or pay the on-site Event registration fees. (See the "CONTACT" section at the end of these Rules for inquiries about the availability and cost of additional credentials.) Note: The lending of credentials is prohibited UNDER ANY CIRCUMSTANCES AND FOR ANY PERIOD OF TIME, regardless of the credential recipient's relationship to the lender of the credential (e.g., relative, employee, sales representative, delivery person, etc.) or the temporary nature of the loan of the credential. Exhibitors and their employees engaging in the lending of credentials will be required to pay the on-site registration fees of persons so admitted and will be subject to the confiscation of the credentials lent and loss of the Exhibitor's right to any priority position for Exhibit Space at the next event. Anyone under the age of 18 working in an Exhibit Space must be accompanied by an adult and must be registered and have been issued a credential.

CHARACTER OF EXHIBITS: Each Exhibitor shall display or sell at the Event only articles of merchandise (a) of its own manufacture, (b) for which it is the licensed sales representative or (c) that it otherwise legally owns; the display or sale at the Event of counterfeit, unlicensed or other merchandise obtained illegally or without required permission is prohibited. Expo Management reserves the right, in its Discretion, to: (w) prohibit an Exhibitor from operating its Exhibit or otherwise participating in the Event; (x) restrict or remove any Exhibit, in whole or in part, that Expo Management believes is objectionable or inappropriate for the Event; (y) terminate the Agreement between the Exhibitor and Expo Management and, without notice, remove the Exhibitor, its employees and other agents, and all of the property of the Exhibitor from the Exhibit Space and the Event; and (z) require that an Exhibitor immediately pack up any product being displayed that Expo Management in its discretion: (i) considers to be adult material; (ii) believes might have a negative impact on the reputation of the Disney Companies or their licensees: or (iii) otherwise does not approve for display; any such product may be placed in storage of Expo Management's choice at the Exhibitor's sole

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expense. If Expo Management removes or restricts an Exhibit under this paragraph: (x) Expo Management's determination of unsuitability or inappropriateness shall be final; (y) no refund will be due Exhibitor; and (z) Exhibitor shall have no right or Claim against Expo Management therefor.

SOLICITATION AT THE EVENT: The aisles, passageways and overhead spaces (and any other Exhibit Facility areas not licensed to Exhibitors) remain strictly under the control of Expo Management, and all displays, interviews, conferences, lectures, advertising and promotional materials, and printed material of any kind, or any other type of activity of Exhibitors shall be conducted inside their respective Exhibit Spaces. Permitting visitors to an Exhibitor's Exhibit Space to line up in the aisles (between or in front of Exhibit booths), whether to examine the Exhibit's displays, watch demonstrations or otherwise, and/or the interception of those in attendance for advertising or other purposes, is strictly prohibited.

COPYRIGHTS, ROYALTIES AND TRADEMARKS: The playing, performance or distribution of any copyrighted material at the Event by Exhibitor is prohibited, unless Exhibitor has obtained all necessary rights and paid all required royalties, fees or other payments. It is the sole responsibility of each Exhibitor to obtain and pay for any and all applicable licenses and permissions before any moving or still image, computer software, sound recording, artwork, printed material or other item bearing or embodying a copyright, trademark, patent, publicity right or other intellectual property is displayed, performed, reproduced, modified or distributed, in whole or in part, at or from that Exhibitor's Exhibit Space. Exhibitor warrants that all necessary licenses and permissions have been or will be obtained prior to using the Exhibit Space. Each Exhibitor shall indemnify and hold harmless the Exhibit Facility, Expo Management and the other Disney Companies, and the officers, directors, employees, representatives, agents, contractors and assigns of each, from any Claims arising out of or otherwise in connection with that Exhibitor's Exhibit and its use of copyrighted materials at the Event .

FIREPROOFING: No combustible decoration (such as crepe paper, tissue paper, cardboard, corrugated paper, etc.) shall be used in connection with an Exhibitor's Exhibit at any time. All packing containers, excelsior, and wrapping paper are to be removed from the floor and must not be stored under tables or behind Exhibits or their displays. Muslin, velvet, silken or any other cloth decorations must pass a flameproof test as prescribed by ordinance of the City of Anaheim. All materials used in Exhibit construction, decoration, or as a temporary cover MUST BE CERTIFIED AS FLAME RETARDANT, or Exhibitor must provide a sample of the materials for testing. Areas of Exhibits enclosed by solid walls and ceiling must be provided with APPROVED SMOKE DETECTORS.

TYPES OF EXHIBITS AND COMPLIANCE WITH LAWS: All Exhibitors must comply with all federal, state and local laws, codes, ordinances, rules and regulations (collectively, "Laws") applicable to the Exhibit Facility, the conduct of the Event or Exhibitor's participation in and/or presence at the Event, including all fire and safety regulations and The Americans with Disabilities Act. Expo Management will not be responsible for any costs incurred by an Exhibitor to bring its Exhibit Space into compliance with any Laws. Any engineering certification of structural integrity required by Law must be submitted to Expo Management 60 days prior to the start of the Event. Two types of Exhibit Spaces have been approved for the Event that are permitted anywhere in the Exhibit Facility, a One-Aisle Exhibit Space and a Two-Aisle Exhibit Space; any deviation from these two types of Exhibit Spaces or requests for larger Exhibit Spaces must be submitted in writing to Expo Management , in advance, for Expo's Management's approval in its Discretion. The restrictions for the two types of Exhibit Spaces are as follows, the only difference being that the One-Aisle Exhibit Space measures 10' x 10', and the Two-Aisle Exhibit Space measures 10' x 20': Background and end sections of the Exhibit booth, including signs, must not exceed 8' in height. No part of an Exhibit display along the side rails may be higher than 8' for that portion of the side rail starting at the back line of the booth and extending 4' toward the aisle, and not more than 3' high from that point to the aisle.

FOOD AND NON-ALCOHOLIC BEVERAGES may be distributed from Exhibit Spaces ONLY with the prior written authorization of Expo Management in each instance. All food and beverages must be purchased from the official food service provider for the Exhibit Facility, Aramark. Alcoholic beverages are prohibited in the Exhibit Facility at any time (including during installation for the Event, during the hours assigned for the Event and the hours before and after the Event, or during dismantling and removal for the Event).

LIABILITY, INSURANCE AND INDEMNIFICATION: Each Exhibitor is responsible for all damages caused by Exhibitor or its employees or other agents in connection with Exhibitor's participation in and/or presence at the Event (including the installation, operation and dismantling of Exhibitor's display) and must maintain adequate commercial general liability insurance, as well as workers' compensation and employer's liability insurance (if applicable), as outlined in the Sample Certificate of Insurance in the Exhibitor Insurance forms included in the Exhibitor packet with these Rules, in effect at least through August 12, 2013, to fully protect the Exhibitor, Expo Management, the Exhibit Facility and General Contractor from Claims for personal injury (including bodily injury and death) and property damage that may arise. Exhibitors must comply with all conditions imposed by their insurance policies and take no action that could in any way limit Expo Management's or any of the additional insureds' rights or coverage under the policies; an Exhibitor's failure to maintain the policy in full force and effect may result in Expo Management's termination of its Agreement with

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that Exhibitor immediately in its Discretion, without further obligation to Exhibitor. It is each Exhibitor's sole responsibility to obtain insurance coverage for its own property. Neither Expo Management nor the Exhibit Facility (nor the respective officers, directors, employees, representatives, agents, contractors and assigns of each) shall be liable for any Claims that Exhibitor may now have or may hereafter accrue in connection with Exhibitor's participation in and/or presence at the Event, whether caused by negligence, intentional act, accident, Act of God or otherwise. Each Exhibitor indemnifies and holds harmless Expo Management and the Exhibit Facility (and the respective officers, directors, employees, representatives, agents, contractors and assigns of each) from any and all Claims in connection with: (a) Exhibitor's participation in and/or presence at the Event; (b) any breach by Exhibitor of any agreements, representations, covenants, promises or other obligations under its Agreement with Expo Management or these Rules; (c) any willful misconduct or negligent act, error or omission of Exhibitor, its employees and other agents; and/or (d) any matter for which Exhibitor is otherwise responsible under the terms of its Agreement with Expo Management (including all indemnification obligations) or these Rules.

SECURITY: As a courtesy, basic security and fire watch service, responsible for monitoring the entire Exhibit Facility, will be provided on a 24-hour basis for the duration of the Event. Exhibitors that wish to pay for special security protections for their Exhibit Spaces may do so by (a) making their own arrangements to have locked facilities in their Exhibit Spaces for the storage of display materials, products or other items of value, or (b) submitting a written request for private security services to Kelly Roberts, on behalf of D23 Expo Management.

CONTACT: All inquiries, concerns, etc., regarding the Event or these D23 Expo Rules and Regulations should be addressed to:

Kimberly Washington
D23 Expo Collectors Forum
500 S. Buena Vista St., Burbank, CA 91521
Office: (818) 526-4248
Fax: (818) 526-4479
Email: kimberly.a.washington.-ND@disney.com

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