

The logo for Animethon 2024 features a stylized teal and pink graphic on the left, resembling a stylized 'A' or a character's head, with a small pink star. To its right, the word "ANIMETHON" is written in a large, bold, pink, sans-serif font. Below "ANIMETHON", the year "2024" is written in a smaller, bold, purple, sans-serif font.

ANIMETHON

2024

EXHIBITOR CONTRACT

August 9th to 11th, 2024

About Animethon Exhibitor Space

Animethon presented by the Alberta Society for Asian Popular Arts, ASAPA, uses the Exhibitor Halls (Halls A, B, and C of the Edmonton Convention Centre) that includes over 70,000 square feet of space for industry, vendors, artists, gaming, food, and guest autographs: catering to a lively, broad-spectrum demographic.

If you have any questions or need to reach out, please do not hesitate. We look forward to working with you at our event!

Regards,

The Exhibitor Team

Exhibitor Hall Manager exhibitors@animethon.org

Vendor Coordinator vendors@animethon.org

Artist Alley Coordinator artistalley@animethon.org

Food Coordinator foodvendors@animethon.org

Dock Master dockmaster@animethon.org

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1. Definitions

- 1.1** "ASAPA" means the Alberta Society for Asian Popular Arts, its employees, agents, and representatives including, but not limited to, Animethon.
- 1.2** "Animethon" means the volunteers and staff who are charged with the administration and organization of Animethon. Animethon, except where expressly stated, has authority to carry out the responsibilities and duties on behalf of ASAPA.
- 1.3** "Contract" means the whole agreement between the parties which is this Exhibitor contract.
- 1.4** "Event" means the event entitled Animethon.
- 1.5** "Exhibitor" means, collectively, the individual, group, or company that applied for space allocated as the Exhibition Hall as set out in this contract and each of the Exhibitor's assistants, officers, directors, employees, and representatives as applicable.
- 1.6** "Vendor" means, collectively, the individual, group or company that applied for an Exhibitor Space as set out in this contract and each of the Vendor's assistants, officers, directors, employees, and representatives as applicable.
- 1.7** "Artist" means collectively, the individuals, group, representatives, or company that applied for the Exhibitor Space as set out in this contract and any assistants, helpers, volunteers, or staff that the Artist shall be referring to as an assistant.
- 1.8** "Exhibitor Hall" means the area that has been designated for sale of goods and services.
- 1.9** "Exhibitor Space" means the area within the Exhibitor Hall that has been allocated to the Vendor Food Vendor, or Artist.
- 1.10** "Venue" means the facility or buildings hosting the Event.
- 1.11** "Blind bags/boxes" are defined as merchandise packaged in opaque packaging that you can not inspect before purchase.
- 1.12** "Food Vendor" means, collectively, the individual, group or company that applied for an Exhibitor Space as set out in this contract, whose merchandise is exclusively food and food products that can be and is intended to be consumed at the Venue, and each of the Vendor's assistants, officers, directors, employees, and representatives as applicable.

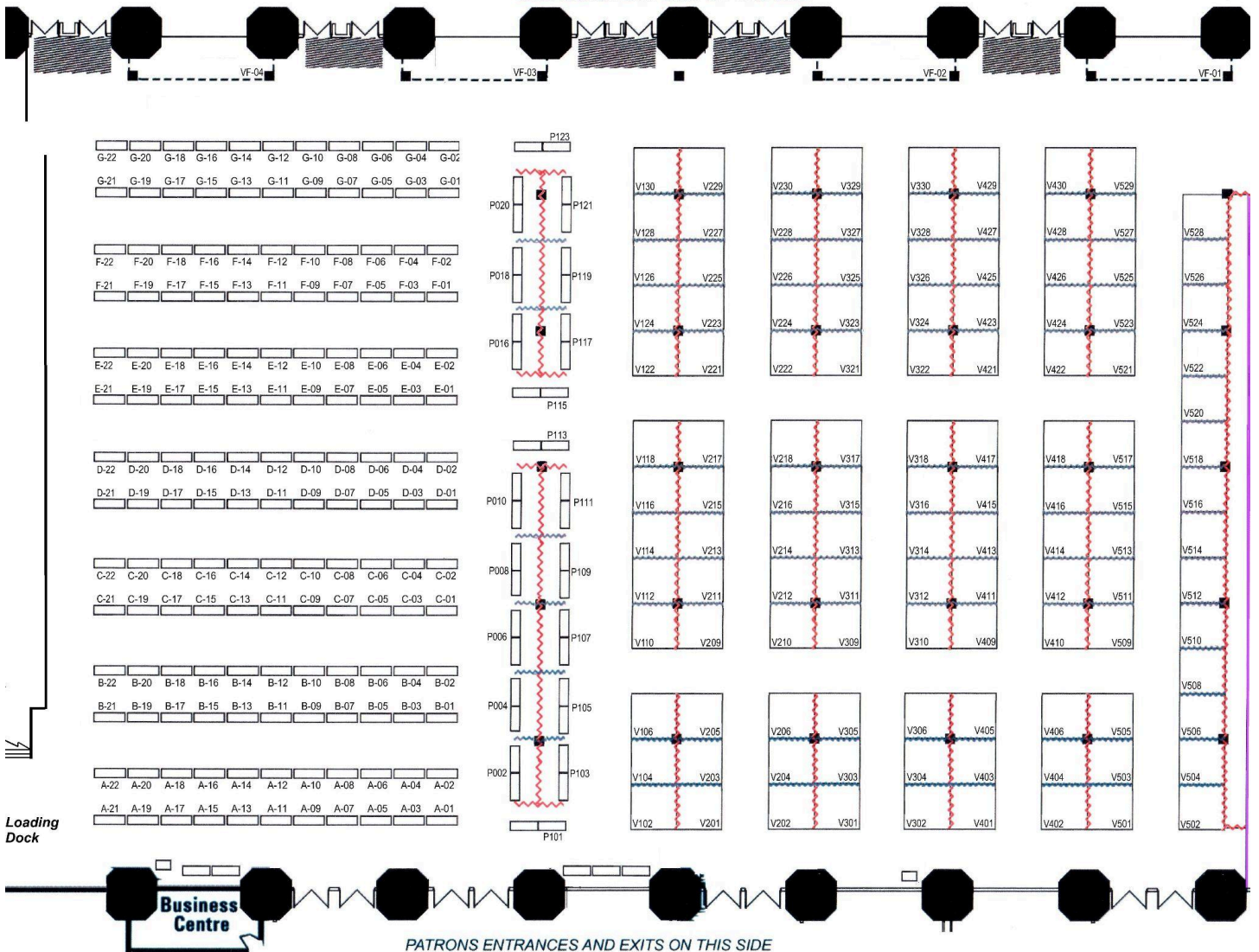
2. Exhibitor Hall Layout

2.1 The map will show the Layout of the Exhibitor Hall which includes Vendors and Artist Alley:

Please note, the map is subject to change.

Exhibitors Hall Map

EMERGENCY EXIT ONLY ON THIS SIDE



3. Space Options and Additional Pricing

3.1 See Section I for Exhibitor Hall layout. The following space types are available:

SPACE	DESCRIPTION	Cost
Artist Alley Standard	6' x 5' with (1) 6' table, (2) chairs, and (2) Exhibitor Passes	\$300
◆ Artist Alley Premium	15' x 6' with (2) 6' tables, (4) chairs, and (4) Exhibitor Passes	\$700
◆ Artist Alley Premium Endcap	15' x 6' with (2) 6' tables, (4) chairs, and (4) Exhibitor Passes	\$850
◆ Vendor Standard	10' x 10' with (1) 8' table, (2) chairs, and (2) Exhibitor Passes*	\$775
◆ Vendor Corner	10' x 10' with (2) 8' tables, (4) chairs, and (4) Exhibitor Passes*	\$975
Food Vendor	20' x 10' with (2) 8' steel tables, (1) 8' prep table, (1) 6' prep table (4) chairs and (4) Exhibitor Passes*	\$775
Storage	Per Pallet Space: 125cm wide x 102cm deep x 168cm max-height	\$50
Parking	If available, Exhibitors will be informed	\$TBD
Additional Badge*	Ordered in advance of the event	\$55
	Ordered at the event	\$75

◆ Includes 8' high pipe and drape back and 3' side walls, as per map.

* Extra passes are available for Vendor Standard, Vendor Corner, and Food Vendor spaces ONLY while supplies last.

All prices include GST. **Please note, the final dimensions and layout are subject to change.**

4. Power, Internet, Wi-Fi, and Rentals

4.1 All additional Space options (e.g., rental of extra chairs/tables, power, internet) is handled by the Venue's official contractors as listed below:

GES Show Services provide rental of all extra tables, chairs, and other options.

Showtech Power & Lighting will provide options for power and lighting.

Encore Canada provides options for dedicated internet services to spaces. Although basic free Wi-Fi exists at the Venue, there are no guarantees it will work in the Exhibitor Hall.

Please note: GES Show Rentals and Showtech Power & Lighting options are not applicable for any Artist Alley Space.

4.2 All orders and payments are to go through the official contractors directly. You will be notified when this information is available.

5. Signup Instructions & Process of Selection

5.1 Initial Exhibitor signup will be available from **Monday, January 22, 2024, at 12:00:01 AM**, closing **Friday February 16, 2024, at 11:59:59 PM**. All applications received during this period will be considered to have been received at the same time. Applications received after this period will be reviewed as they are received. If you have accessibility concerns and need to request placement, please reach out to the Exhibitor Team as soon as possible. Artist Alley will **only** be accepting applications during the signup period.

5.2 Exhibitor Space will only be held once an application is approved. Exhibitor application status will be communicated by **Wednesday, March 20, 2024, or within three weeks of application if received after the initial signup period**.

5.3 Spaces are awarded as follows:

5.3.1 Standard Vendor, Corner Vendor, Food Vendor, Artist Alley Standard Endcap, and Artist Alley Premium Table are selected by Jury Selection. Artist Alley Standard booths are selected by Blind Lottery. Any Premium Artist not chosen by the Jury Selection will be entered into the Artist Alley Blind Lottery automatically.

5.3.2 Exhibitor Space at the Event shall be assigned at the absolute discretion of Animethon. Animethon may change the floor plan or require an Exhibitor to relocate prior to or during the Event. Exhibitors may request specific Space through the application form or by email, but accommodations may not be possible due to availability, and in no way is a requested booth or specific table guaranteed.

5.4 Exhibitor License

5.4.1 Subject to the other terms and conditions of the Contract, Animethon grants the Exhibitor a non-exclusive licence to use and occupy the Exhibitor's Space at the Exhibitor Hall during the Event. This licence is terminable at will by Animethon.

5.4.2 Unless otherwise specified, any violations of the terms and conditions of this Contract by the Exhibitor may result in, at the absolute discretion of Animethon, immediate termination of this licence and expulsion from the Event. In the event of the expulsion of an Exhibitor, the Exhibitor shall be solely responsible for any outstanding fees or costs, including costs incurred by Animethon to enforce the terms and conditions of this Contract, including any legal fees incurred by Animethon on a solicitor-client, full indemnity basis.

5.4.3 The Exhibitor agrees to be present at and operating their Exhibitor Space for the hours of public access to the Exhibitor Hall. Tardiness, behaviour, and contract compliance may impact the Exhibitor selection process at future events.

5.4.4 Exhibitors will perform any services agreed upon and including the cost of their Exhibitor Space.

5.5 Payment, Notification, Refund and Cancellations

5.5.1 Payment

5.5.1.1 Failure to make payment will be treated as a cancellation from the Exhibitor, and the Exhibitor will forfeit all sums submitted. Applicants who apply or are confirmed by **Saturday, June 1, 2024** must be paid in full by **end of day Saturday, June 15, 2024**.

5.5.1.2 Vendor and Premium Artist Alley Spaces

A 50% deposit on the Vendor and Premium Artist Alley Exhibitor Space is initially due **Wednesday, April 10, 2024**. A 50% deposit for Exhibitors accepted after this date is due within 2 weeks of the acceptance date. Final payments are due by **Saturday, June 15, 2024**.

5.5.1.3 Artist Alley Standard Spaces

A full payment for regular Artist Alley Exhibitor Space is due by **Wednesday, April 10, 2024**.

5.5.2 Refunds and Cancellations

5.5.2.1 Animethon requires a written cancellation notice no later than **May 10, 2024**, for a full refund (less administrative fees). Any cancellation after this date forfeits all sums submitted to Animethon. Storage and Parking are not eligible for any refund. Animethon is not responsible for any parking violations.

5.5.2.1 Notwithstanding the other terms and conditions of this Contract, the Event may, at its absolute discretion, approve a refund if there are extraordinary circumstances which are accepted by the Event. Any Exhibitor Space not claimed by the commencement of the Event may be resold at the absolute discretion of Animethon.

5.5.2.1 Exhibitor agrees to release and otherwise hold Animethon harmless for any foreseen or unforeseen losses, damages, or claims incurred by the Exhibitor as a result of unclaimed or cancelled Exhibitor Space.

5.5.3 Method of Payment

5.5.3.1 Animethon's preferred method of payment is via online payment as outlined on our digital invoices. A payment link will be sent upon successful exhibitor approval. The instructions on providing payment will be listed at the link provided to the exhibitor.

5.5.3.2 All prices are in CAD (Canadian dollars), and Animethon will only accept Canadian funds. All payments should be addressed to the "Alberta Society for Asian Popular Arts". NSF payments and Charge Backs will be subject to a \$70.00 CAD handling fee. Cash is not accepted.

5.6 Issued Exhibitor Badges

5.6.1 Each Exhibitor shall be issued Exhibitor Badges as summarized above. Exhibitor's Representatives must wear their Exhibitor Badges during the duration of the Event including setup, closing(s), and tear-down periods. Only individuals with an Exhibitor Badge will be allowed to act in any function as a representative for the Exhibitor or be present in the Exhibitor's Hall outside of public hours.

5.6.2 Exhibitor Badges may not be sold, loaned, or otherwise transferred or assigned to any individual who is not an Exhibitor's representative. Exhibitor Badges may be shared among Exhibitor's Representatives, but no more than one (1) individual may claim the Exhibitor Badge at any given time.

5.6.3 The Exhibitor Badge provides an equivalent access level to an Event Pass, excluding events and/or guest autographs that require additional payment.

5.6.4 During sign-in, the individual picking up the Exhibitor Badges must present valid government-issued photo identification to pick up Badges and Package for their booth. The Exhibitor must communicate through the Representative Form who will be picking up their Exhibitor Badges if the applicant will not be attending or available during that time.

6. Hours of Operation

EXHIBITOR HALL HOURS OF OPERATION		
Thursday August 8, 2024	09:30 – 20:30	Exhibitor-only access to the Exhibitor Hall for setup.
Friday August 9, 2024	07:30 – 09:45	Exhibitor-only access to the Exhibitor Hall for setup.
	09:45 – 19:30	Exhibitor Hall Public Hours of Operation.
	19:30 – 20:30	Exhibitor shutdown time.
Saturday August 10, 2024	07:30 – 09:30	Exhibitor preparation time.
	09:45 – 19:30	Exhibitor Hall Public Hours of Operation.
	19:30 – 20:30	Exhibitor shutdown time.
Sunday August 11, 2024	07:30 – 10:00	Exhibitor preparation time.
	10:00 – 16:00	Exhibitor Hall Public Hours of Operation.
	16:00 – 20:00	Exhibitor teardown time.

Please note, the dates and times may be subject to change. Only the Director of Site Operations, Assistant Director of Site Operations in the Site Director’s absence, Animethon Chairs, ASAPA Board, the Venue, the Venue’s legal representative, or Fire Marshall can open or close the Exhibitor Hall for any appropriate reason at any time.

7. Load In and Load Out

7.1 All Exhibitors are required to load in and load out in the main loading dock on the south side of the building. If you need to enter from the Venue Space, please contact the Exhibitor Team. Directions to the venue and the main loading dock(s) location will be provided prior to the event.

7.2 Exhibitor Space pricing includes basic material handling provided by GES Show Services. If you require carts, pallet jacks, forklift services etc. to transport items from the loading dock or storage these items must be handled by GES Show Services during setup and teardown hours as listed. No Exhibitor may bring an outside pallet jack, forklift, or large carts. Small carts and luggage are permitted, given that they have non-marking wheels. Please bring your own ladders/step stools, as these are no longer provided by the Event or Venue.

7.3 Load-in times **must** be booked through the Dockmaster between **July 01, 2024**, and **July 31, 2024**, and are first come, first served. **Failure to book a time or show up for your assigned window will result in your load-in window being moved to the next available time slot at the discretion of the Venue/GES.** There is a limited time frame for load-in, therefore the final schedule is at the Dockmaster's discretion.

7.4 Those under 18 years of age are prohibited from being present in the Exhibitor's Hall during non-public times, including but not limited to: setup, teardown, morning preparation or evening shutdown times. Special exemptions may be granted to those under 18 years of age or older if submitted to the Exhibitor Hall Manager in writing. CSA-approved footwear must be worn while external display contractors are moving in or out of the Exhibitor Hall.

7.5 Gasoline or diesel-powered vehicles can only be driven under their own power in the loading docks, and any movement of those vehicles in the Halls must be done by being pushed or towed by other power. The dates and times of moving of vehicles in the Exhibitor Space will be at the discretion and direction of the Exhibitors Manager. All rules and regulations of the Venue must be adhered to.

7.6 At this time the Event is unable to guarantee reserved parking to Exhibitors. Should this change we will contact you. Until then please make other arrangements as necessary. All rules and regulations of the parking lot will apply.

8. Terms and Conditions

Animethon and the Exhibitor, in consideration of the mutual covenants set forth in this Contract and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

8.1 Security and Crowd Control

8.1.1 Animethon will provide a licensed Security Guard service overnight. Nevertheless, the Exhibitor is fully responsible for all Exhibitor property and the Exhibitor must take whatever steps are reasonably necessary for the Exhibitor to protect their property. Animethon accepts no responsibility or liability whatsoever for any damages, loss, theft, harm, or injury to the Exhibitor's property. All property of the Exhibitor is understood to remain in the Exhibitor's possession, care and control at all times. Animethon is not a bailee of any property of the Exhibitor whatsoever. Should any theft or damage occur within your Exhibitor Space the Exhibitor is to **please report it to the Exhibitor Team.**

8.2 Exhibitor Hall Policies

8.2.1 General Policies

The Exhibitor agrees to follow and be bound by the Event's General Policies, which may be amended from time to time. These policies shall be made available upon request of the Exhibitor.

8.2.2 License and Regulations

Subject to the other terms and conditions of the Contract, Animethon grants the Exhibitor a non-exclusive license to use and occupy a Space(s) in the Exhibitor Hall during the Event. The Exhibitor shall be solely responsible for obtaining any licenses, permits, or approvals required by local, provincial and federal laws (i.e. business licence, GST number, etc.), applicable to their activity at the Event, as well as for paying all taxes, license fees, fines, or any charges incurred with respect to the same. The Exhibitor may be required to provide any of the above information upon request of the Exhibitor Team.

8.2.3 Insurance

The Exhibitor must, at its own expense and without limiting its liabilities under this Contract, ensure that it maintains all required insurance in accordance with the Alberta Insurance Act, R.S.A. 2000, c. I-3. The Vendor must also carry general liability insurance in an amount of not less than \$2,000,000 CAD per occurrence inclusive of bodily injury, death, and property damage, including the loss of use thereof, which is caused by any act or omission of the Vendor, the Vendor's employees, subcontractors or agents, or which could otherwise occur as a result of the Vendor's participation at the Event.

The Exhibitor must, upon demand of Animethon, deliver to Animethon acceptable evidence of insurance, in the form of a detailed certificate of insurance **prior** to the Event.

8.2.4 Space

8.2.4.1 The Exhibitor may arrange any displays, chairs, tables, and merchandise in any manner within their Exhibitor Space provided that the Exhibitor does not cause any damage to the equipment or Venue and ensure all applicable fire and safety regulations are maintained. Artist Alley table positions may not be altered. Any displays, chairs, tables, and merchandise must be located only within the Exhibitor Space prior to the opening of the Exhibitor Hall to the public. All displays over 2.5m (8ft) in height may be required to be inspected and approved. Notwithstanding the above, Animethon, at its absolute discretion, may require changes to the Exhibitor's displays, chairs, tables, and merchandise.

8.2.4.2 The Exhibitor may not display anything that is deemed by Animethon to be offensive or inappropriate. Animethon may require, at any time, for anything to be removed or censored from the Exhibitor Space.

8.2.4.3 The Exhibitor is required to visibly display their Space Numbers at all times during the Event.

8.2.4.4 The Exhibitor agrees to keep their Exhibitor Space clean and agrees not to nail, screw, or otherwise affix anything to the Exhibitor Hall or the equipment provided in a way that may damage the space. Affixing to the pipe and drape by adhesives (tapes, glues, etc) or puncture methods (pins, hooks, etc), or anything to the floor, is prohibited. Affixing anything to the pipe and drape is at the discretion and approval of both the Venue's supplier/contractor or Exhibitors Manager. **Any** costs incurred by Animethon for clean up or damages to the Exhibitor Hall caused by the Exhibitor will be charged to the Exhibitor.

8.2.4.5 Any Ceiling-hung signage must be approved by Animethon. Once approved, the Exhibitor must work with a venue-approved company.

8.2.4.6 No business or individual is permitted to hold more than one type of Exhibitor Space.

8.2.4.7 Artist Alley Standard Spaces are allowed a maximum of two (2) people inside each Space during the Event. Artist Alley Premium Spaces are allowed a maximum of four (4) people inside each Space during the Event.

8.2.5 Shipping and Deliveries

The Exhibitor is responsible for shipments in and out of The Venue. Freight/Shipments can be arranged through GES Show Services. Animethon will not accept or otherwise receive delivery of any Exhibitor property being shipped to the Venue or Animethon. Any shipping and delivery requirements that the Exhibitor may have are to be arranged solely by the Exhibitor. If any charges, fees, or losses are incurred by Animethon due to Exhibitor shipments or deliveries, these will be charged to the Exhibitor.

8.2.6 Subletting

The Exhibitor Space is for use by the Exhibitor only and the Exhibitor may not assign or otherwise transfer its licence to the Exhibitor Space unless the Exhibitor receives written approval from the Exhibitors Manager.

All Artist Alley Spaces must be operated by the Artists who created their art unless they name representative(s) in their application form.

8.2.7 Blind Merchandise Policy

The Exhibitor may not sell merchandise packaged in unlicensed Blind Boxes and unofficial Gatchpon blind bags/boxes. Licensed Blind Boxes and official Gatchpon and their contents are allowed.

8.2.8 Copyright Policy

Traced, stolen, and otherwise reproduced works are strictly prohibited. Any works that contain intellectual property not belonging to the Exhibitor or artist are considered copyright or trademark infringement. (eg. using brand names, slogans, or logos that belong to a company or corporation, or directly using an image from a print or online source). Parody works are considered fair use, however, Animethon reserves the right to restrict the sale of any merchandise.

8.2.9 Unauthentic or Unauthorized Goods (Bootlegs)

Animethon does not authorize or otherwise permit the sale of any unauthentic, unauthorized, or otherwise unlicensed or unofficial goods and services, including but not limited to costumes, accessories, artwork, and media. Animethon may request the Exhibitor to furnish proof acceptable to Animethon that the Exhibitor is authorized to provide the services or goods offered for sale by the Exhibitor (i.e. does not have, or is selling unauthentic, unauthorized, or otherwise unlicensed or unofficial goods and services). Animethon may terminate the licence of an Exhibitor if Animethon reasonably believes that the Exhibitor is offering for sale unauthentic, unauthorized, or otherwise unlicensed or unofficial goods and services.

AI-generated images are prohibited from being sold in the Exhibitors Space.

8.2.10 Adult Materials Policy

Adult or sexually explicit material may only be sold to individuals who have confirmed they are at least 18 years of age by showing valid government-issued photo identification. Content that could be deemed offensive or inappropriate must be censored and have acceptable effort made to prevent content or merchandise from being accessible to minors. Any nudity or foul language must be censored appropriately. If there is a dispute of content or acceptable level of censorship, Animethon will determine what is considered offensive or inappropriate. The Exhibitor must be 18 years of age or older in order to sell restricted content. Adult or sexually explicit materials may not be donated to the Event.

8.2.11 Weapons & Prop Sales Policy

8.2.11.1 The sale of any metal or composite weapons by any Exhibitor is prohibited within the Exhibitor Hall, Event grounds, or other facilities used by Event. The Exhibitor may sell non-training paraphernalia and props

within the Exhibitor Space only at the discretion of Animethon. If the Exhibitor would like a ruling on a specific item, please contact the Exhibitor Team. Animethon may, at its absolute discretion, designate an item as a weapon for the purposes of this Contract.

8.2.11.2 Any weapon-type merchandise must be sold only to patrons over the age of 18 who must show valid government-issued photo ID prior to purchasing (the responsibility of the Exhibitor). All items purchased must be placed in the original packaging and tagged with the Exhibitor's name before given to the buyer. All weapon-type merchandise must be immediately removed from the Event grounds once given to the buyer by the Exhibitor, and it is the responsibility of the Exhibitor to inform the buyer of this.

8.2.11.3 The sale of any props by any Exhibitor must comply with the Event's Prop Policy. Animethon may, at its absolute discretion, restrict the sale of any prop.

8.2.12 Food and Beverage

8.2.12.1 Unless requested in writing by **June 1, 2024**, and approved by Animethon, The Exhibitor shall not provide any food, beverages or consumable items, for sale or otherwise, within the Exhibitor Hall, the Event grounds, or any other facilities used by the Event. If you wish to sell food and/or beverage, please contact the Exhibitor Team as additional fees and terms may apply.

8.2.12.2 Exhibitors deemed a Food Vendor may be subject to a Food Vendor Amendment to this Contract.

8.2.13 Sales from Outside Designated Area

Exhibitors are prohibited from selling goods or services outside of the Exhibitor Hall or other areas which may be designated for the same by Animethon unless authorized by the Animethon Committee.

8.2.14 Atmosphere and Noise Policy

While the Exhibitor may play audio and video devices, Exhibitors may only do so at volumes which do not disrupt other Exhibitors or Event attendees. Animethon, at its absolute discretion, may require an Exhibitor to lower the volume of, or otherwise turn off, any Exhibitor audio and video device.

8.2.15 Receipts

The Exhibitor must provide receipts for customers upon request. If the Exhibitor has a no refund and/or no exchanges policy, the Exhibitor must prominently display a notice of the same.

8.3 Limitation of Liability

8.3.1 The Exhibitor agrees that Animethon will not be liable under any circumstances for any loss, injury, damage, or other expenses that may arise out of any act or omission by the Exhibitor. Any damages or charges imposed for violations of any applicable laws or regulations by the Exhibitor are the sole responsibility of the Exhibitor. Animethon makes no guarantees or representations to the number of attendees at the Event. The Exhibitor assumes full liability for the actions or omissions of its agents, employees, or independent contractors to any attendee.

8.3.2 Animethon reserves the right to make amendments to the provisions set forth in this Contract upon written notice to the Exhibitor. Animethon has the full power to make amendments to this Contract without such notice should it become necessary by order, demand, or request of the Venue or any other governing body including, but not limited to the Government of Canada, the Government of Alberta and the City of Edmonton. Such further rules and regulations shall be considered necessary and proper.

8.4 Statutory Compliance

8.4.1 The Exhibitor shall abide by and observe all federal, provincial, and local laws, codes, ordinances, rules and regulations and all rules and regulations of the Venue. The Exhibitor will pay, when due, all taxes, rates, duties, assessments and license fees that may be levied, rated, charged or assessed upon the Exhibitor by virtue of Exhibitor's participation at the Event.

8.4.2 The Exhibitor will comply with the Alberta Workers' Compensation Act, R.S.A. 2000, c. W-15 and shall, upon demand by Animethon, deliver to Animethon a certificate from the Workers' Compensation Board showing that the Exhibitor is registered and in good standing with the Workers' Compensation Board.

8.5 General Terms

8.5.1 Each party shall perform the acts, execute and deliver the writings, and give the assurances necessary to give full effect to this Contract.

8.5.2 This Contract contains the entire agreement of the parties concerning the subject matter of this Contract and no other understandings or agreements, verbal or otherwise, exist between the parties. No provision of this contract shall be deemed to be waived by either party unless such waiver is in writing. Any waiver of any default committed by either of the parties hereto in the observance or performance of this contract shall not extend or be deemed to extend to or affect any other default.

8.5.3 This Contract may only be amended in writing that is acknowledged and agreed upon by both parties except as otherwise contemplated herein.

8.5.4 No party shall assign, sell or otherwise transfer any of its rights or obligations under this Contract without the prior written approval of the other party.

8.5.5 In this Contract, words in the singular include the plural and words in the plural include the singular and any headings and capitalizations, except those specifically defined herein, are included for the purposes of readability only and do not impact the meaning of any part of this Contract.

8.5.6 The rights, remedies and privileges of Animethon under this Contract are cumulative and any one or more may be exercised. The rights of Animethon shall not be deemed waived unless specifically stated in writing and signed by an authorized officer of Animethon.

8.5.7 Time is of the essence in this Contract.

8.5.8 This Contract shall be governed by and construed in accordance with the laws of the province of Alberta and the federal laws of Canada applicable therein without giving effect to the choice of laws provisions thereof and the Parties agree to irrevocably attorn to the jurisdiction of the courts of Alberta and agree that any proceedings taken in respect of this Agreement shall be taken in such courts and in no other.

8.5.9 Should any provision of this Contract be illegal or unenforceable, it shall be considered separate and severable from this Contract, and the remaining provisions shall remain in force and be binding upon the parties hereto as though the said provision had never been included.

8.5.10 The Exhibitor represents that it has the power and authority to enter into this Contract.

8.5.11 The Exhibitor grants Animethon permission to display the name of the Exhibitor in online and print publications relating to the Exhibitor Hall and the Event. Animethon is under no obligation to make use of this permission.

8.5.12 Animethon does not permit the Exhibitor to use the Event mascots, logos, or other intellectual property unless separate written permission is given to the Exhibitor by Animethon.

8.5.13 Animethon reserves the right to use any photo or video that features the Exhibitor and their product taken during the Event for promotional and record purposes.

8.5.14 Contract violations may result in warnings, forfeiture of Exhibitor Space, removal from the Event, up to possible banning from future events based on history and severity of the violation as determined by the Event.