



EXHIBITOR KIT 2019

Thank you for your interest in exhibiting at the Organic Beauty & Wellness Festival. Please familiarize yourself with the terms, dates, times and information you will need.

*****If paying by check, please send no less than 14 business days from submitting your online application. Booths will sell out and we honor a first come, first serve basis** Your check must clear the bank with all signed paperwork to be accepted. All payments must include a total of 7% sales tax. (State sales tax is 6% and Palm Beach County sur tax is 1% as of January 2017)***

CONTACTS:

Allison Seriani, Productions and Logistics cell: (954) 263-9111 Email: ASeriani@peworldwide.com
Amanda Monti, Hotel Relations at Boca Marriott Town Center Phone: (561) 620-3644 Email: AMonti@bocaronmarriott.com

FESTIVAL INFORMATION: Opening and Closing times: Sunday, October 27, 2019 from 10am-4pm

Exhibitor Load in: as early as 7:00am until 10:00am (must be set up by 10:00am)

Exhibitor Load out: 4:00pm-6:30pm

Address to hotel: 5150 Town Center Circle, Boca Raton, FL 33486

Ballroom of Exhibit Hall: Exhibit Hall is located in Grand Oasis Ballroom. Once you walk into the hotel from the valet entrance, the ballroom is to your right down the corridor.

****All exhibitors must load in their booth/table materials through the back entrance of the Grand Oasis Ballroom. This will be located at the loading dock which is located at the north side of the building.** There may be access into ballroom from hotel entrance, but please make sure to check with bellman and bring your own dolly or cart in the event the bellman is unavailable to help carry packages into the event space.**

PARKING: There is free self-parking for all attendees and exhibitors or valet is available for \$7.00

EXHIBIT INFORMATION: All exhibit tables come with linen and a standard banquet size table which is 6' x 36". Some booths may be (2) tables together (each 18 inches wide and 6 feet long). Please let us know if you will need the chairs to your booth. These are complimentary with each booth. Table sizes located in the Royal Palm Ballroom and Grand Oasis Ballroom may differ slightly in size (+ or - 6 inches wide). Please inquire before selecting your exhibit table number.

It is mutually agreed that it is the duty and responsibility of each exhibitor to install the exhibit before the opening of the Event and to dismantle the exhibit immediately after the close of the Event. Any such assembly or disassembly outside of set up and tear down hours permissible will be subject to a **\$200.00 penalty charge** and may effect your company's participation in future events. Penalty charges will be charged immediately upon end of event with credit card information provided within this document.

EXHIBITOR INFORMATION AND IMPORTANT TIMES: All exhibits must be staffed and must remain intact until the official closing hour. Early dismantling is disruptive to the Exhibit area, therefore, exhibitors may not pack, tear down, or remove any portion of the exhibit prior to the official closing at 5:00pm EST. Requests for early breakdown will not be granted. Exhibits must be removed from the exhibit area no later than 6:30pm on Sunday, October 27, 2019. Materials not removed by this time will be removed and put in storage at the exhibitor's expense.

Failure to occupy booth space does not release the exhibitor from the obligation to pay for the full cost of the exhibit space. If booth space is not occupied by 10am, Event management will have the right to use such space as it sees fit to eliminate empty spaces in the Exhibit Hall.

We have outdoor spaces available. These are located in the Valet parking lot right outside the Grand Oasis Ballroom. Please see exhibitor pricing on our website and the floor plans which are online. All outdoor exhibitors must supply their own generators for electricity, tables, chairs, and tents.

USE OF SPACE: All demonstrations, interviews, literature distributions, or other promotional activities must be confined within the space rented by the exhibitor. Sufficient space must be provided within the booth to contain persons watching any demonstrations and other promotional activities. Each exhibitor is responsible for keeping the aisle or aisles near the booth free of congestion from demonstrations or other promotions. After tear down, all trash should be thrown away including tape residue and left over materials. There will be a cleaning charge of \$150.00 if the exhibit space is not left in the condition it was in originally.

No exhibitor will assign, sublet, or share the space allotted without management's knowledge and consent. Exhibitors must show only goods manufactured or dealt in by them in the normal course of business. Firms or organizations not assigned exhibit space may not solicit business within the exhibit area.

ELECTRICAL: If you need electricity, please make sure to select your booth in the designated areas against the walls where there is power. There is NO electricity provided for outdoor vendors. You will need to supply your own generators. For EXHIBITS in the middle of the ballroom and not against the wall, there is NO electricity or gaffing tape available due to tripping hazards, injury, and liability. Power strips can be supplied by hotel for \$45.00 each (hotel publishes new rates from time to time, please check with us for current pricing). Depending on your need for electricity, we may need to place your booth closest to an electrical outlet. The PSAV department of the hotel collects all payment for electricity. Please email us as soon as possible should this need to be arranged. Space is limited. Email aseriani@peworldwide.com with any questions.

EXHIBIT CONSTRUCTION: No special signs, booth construction, apparatus, or lighting fixtures are permitted in excess of 8' in background height. Interference with other exhibitors' light and space is prohibited. Display materials that expose an unfinished surface to neighboring booths are not permitted and must be finished at the exhibitor's expense. Management reserves the right to have such finishing done and to bill the exhibitor for the expense. There is no tacking, glueing or taping of any kind on any hotel walls. Please make sure your banners are affixed across your table, or self standing like retractable banners with a base.

RESTRICTIONS: Management reserves the right to restrict exhibits that are not consistent and compatible with adopted Marriott Hotel values and that unfairly exploit their products and services. Management also reserves the right to restrict exhibits that become objectionable because of noise,

method of operation, materials, or for any other reason, and to prohibit or evict any exhibit that in the opinion of the management may detract from the general character of the Organic Beauty & Wellness Festival and hotel property as a whole. This restriction includes persons, things, conduct, printed matter, or anything that the management determines objectionable in character. In the event of such restriction or eviction, event management is not liable for any refunds or other exhibit expenses. No unauthorized food or beverages are allowed in the Event.

SALES: Exhibitors are permitted to make sales on the exhibit floor. It is the exhibitor's sole responsibility to obtain the appropriate licenses or permits as required by law, collect and remit sales taxes, and take care of any other legal business requirements. If you are sampling food, alcoholic and non-alcoholic beverages, you must have prior written approval. Sales and samples of items are permissible, but must be approved at least sixty (60) days prior to event. All cups, containers, utensils, plates, napkin goods, and supplies are to be provided by Exhibitor. Please make sure you are not displaying or selling **any** products that contain meat, dairy or non-vegan items. **This is a vegan event.**

LIABILITY: In no event shall Prime Entertainment Worldwide, Inc. (Festival Producers), Organic Beauty & Wellness owners, GetFit4Kidz or any of their subsidiaries, sponsors, affiliates, directors, shareholders, directors, officers, employees, volunteers and agents be liable for any direct, incidental, indirect, consequential, special, punitive or exemplary damages of any kind or for any damages, injury, or loss that may occur to the exhibitor or to the exhibitor's employees, contractors or volunteers or property from any cause whatsoever. Insurance and liability are the full and sole responsibility of the exhibitor. The exhibitor, on signing this contract, agrees to indemnify and hold forever harmless the aforementioned for any and all liability and expense for personal injury, accident, claims, suits, or property damage from fire, death, theft, destructive causes, or loss arising out of, in, at, or in connection with the exhibitor's display and participation.

CARE OF BUILDING AND EQUIPMENT: Exhibitors, or their agents, must not injure or deface the walls or floors of the building, the booths, or the booth equipment. Nothing will be posted on, tacked, nailed, screwed, or otherwise attached to columns, walls, floors, or other parts of the building or furniture. Distribution of promotional gummed stickers or labels is strictly prohibited. When such damage appears, the exhibitor is liable to the owner of the property so damaged. All materials used in decoration must be flameproof. Electrical wiring must conform with National Electrical Code Safety Rules. Combustible materials or explosives are not permitted in the Exhibit Hall.

FREIGHT DELIVERIES: Due to limited storage at venue, the Boca Marriott at Town Center will NOT accept advance freight deliveries.

CANCELLATIONS: All ticket sales, exhibitor sales and sponsorship sales are final. There are no refunds. All logos and other company information of exhibitors will be circulated on digital media and print materials in advance, therefore we cannot refund any money. Exhibitors assume risk of any cancellation beyond the control of the festival owners. See the below **PURCHASING TERMS & CONDITIONS FOR TICKET HOLDERS AND EXHIBIT TABLES** for detailed information.

PAYMENT: All booth purchases will require the full payment amount upon registering for a booth. Once the payment is processed, you will be able to select your booth location (based on a first come first serve basis) from the floor plan of the ballrooms. Please note, failure to submit payment results in an incomplete application.

WAIVER OF LIABILITY FOR ALL TICKET HOLDERS AND/OR EXHIBITORS

By purchasing a ticket, exhibiting, sponsoring, participating or attending this event, I understand I must sign this the waiver and I consent to the following terms.

- a. I WAIVE, RELEASE, AND DISCHARGE the Organic Beauty & Wellness Festival, GetFit4Kidz, Prime Entertainment Worldwide, Inc. (Festival Producer) and/or any of its agents, contractors, employees, owners, sponsors, staff, affiliates, volunteers, and any other entities that help support the Event from any and all claims, losses, or liabilities for death, personal injury, partial or permanent disability, property damage, medical or hospital bills, theft, or damage of any kind, including economic losses, which may arise by reason of my participation and/or presence at the Event. To the extent possible by law, I hereby fully waive, release, and discharge all parties notwithstanding their own negligent acts or omissions or the negligent acts or omissions of others.
- b. I agree that I will not bring any action or claim against any of the parties hereby released for any reason associated with the Event.
- c. I ACKNOWLEDGE AND ALLOW the use of any and all photographs and video taken of me at the event to be used by Prime Entertainment Worldwide Inc. for any promotional purposes or any other uses without further consent.
- d. In the event I decide to bring a minor who is under the age of 18 to the Event, I understand that I am solely responsible for the well-being and supervision of that minor at all times while on the property of the Event. I give my permission for emergency medical care to be administered to the minor should a medical emergency arise during the Event. Any expenses incurred will be my sole responsibility. I understand I am fully responsible for all minors who accompany me to the Event.
- e. NO REFUNDS FOR TICKETS OR EXHIBIT TABLES/BOOTHES. NO CANCELLATIONS. I understand tickets and exhibitor spaces are not transferable unless otherwise agreed to in writing by Festival Producer. Tickets, exhibitor booth and sponsorships will not be refundable.
- f. To the maximum extent permitted by law, in no event shall Prime Entertainment Worldwide, Inc. (Festival Producers), Organic Beauty & Wellness owners, GetFit4Kidz or any of their subsidiaries, sponsors, affiliates, directors, shareholders, officers, employees, volunteers and agents be liable for any direct, incidental, indirect, consequential, special, punitive or exemplary damages of any kind, including without limited (i) lost revenues or profits (ii) loss of business or loss of data (iii) loss or damages to any personal property including computer, mobile phone or other device that is in any way related to our Event, even if Festival Producers and its subsidiaries, sponsors or affiliates have been advised of the possibility of such damages; or (iv) for any claim, loss or injury based on errors, omissions, interruptions or other inaccuracies in our program or websites, including without limitation, as a result of breach of any warranty or other terms of the Terms, the use or inability to use our official website or services, the software, unauthorized access to or alternation or your transmissions of data, statements or conduct of any third party in the website. Some states do not allow the exclusion or limitation of liability of consequential or incidental damages, so the above exclusions may not apply to all users; in such state liability is limited to the fullest extent permitted by law.
- g. I understand this is a "Force Majeure Event" which means any cause(s) which render(s) Producers wholly or partly unable to produce this Event, which are neither reasonably within the control of such Producers nor the result of the fault or negligence of such Producers, and which occur despite all reasonable attempts to avoid, mitigate or remedy. Such causes shall include acts of God, war, riots, civil insurrections, cyclones, hurricanes, floods, fires, explosions, earthquakes, lightning, storms, chemical contamination, epidemics or plagues, acts or campaigns of terrorism or sabotage, blockades, embargoes, accidents or interruptions to transportation, trade restrictions, acts of any Governmental Authority, strikes and other labor difficulties, and other events or circumstances beyond the reasonable control of such Producers. Should the Event be cancelled under the above circumstances; the festival will resume on the next available weekend date. No refunds will be given. All sales are final.

PURCHASING TERMS & CONDITIONS FOR TICKET HOLDERS AND EXHIBIT BOOTHS

IF YOU DO NOT AGREE WITH ANY OF THE TERMS AND CONDITIONS AS SET FORTH IN THIS AGREEMENT, OR IF YOU DO NOT AGREE WITH, OR AGREE TO ASSUME THE ALLOCATION OF RISK TO YOU AS SET FORTH HEREUNDER, DO NOT ENTER THE EVENT OR PARTICIPATE AS AN EXHIBITOR

Any purchase, possession, or presentation of the Organic Beauty & Wellness Festival ("Ticket(s)") by you ("You," "Your" "Bearer" or "Holder" of this Ticket) constitutes your irrevocable acceptance of, and agreement to be bound by, these terms and conditions respecting the Organic Beauty & Wellness Festival (herein referred to as "Event"). You agree that ticket Issuer may modify, add, remove, supplement, amend, update or revise any of these terms and conditions, without advanced notification to You (collectively, "Revise" or "Revision(s)") by posting such Revisions on Issuer's website located at www.obwfestival.com (the "Site") and which Revisions shall, at Issuer's option, relate back to the date of purchase. Your Ticket shall be deemed a revocable license issued by Prime Entertainment Worldwide, Inc. ("Issuer," "We," "Our" or "Us") for the sole purpose of accessing the Boca Marriott at Town Center located at 5150 Town Center Circle, Boca Raton, FL 33486 (here referred to as "Venue") where the Event is scheduled to occur and for attending the Event (the "License").

Issuer may revoke the License at any time without additional notification or compensation to You, including denying You access to the Venue. Issuer assumes no legal, financial or other liability whatsoever for any lost, stolen or destroyed Tickets. Upon electronic delivery of Your Tickets to your e-mail submitted, You assume 100% risk of loss relating to the Tickets. If You obtain Your Ticket(s) from any unauthorized source(s), You assume all risks associated with such Ticket(s), including that such Ticket(s) may have been reported lost or stolen or that such Ticket(s) may be counterfeit and in all cases, such Ticket(s) shall be voidable and dishonored by Issuer.

The unlawful or prohibited resale or attempted resale of tickets is grounds for seizure of all or some of Your tickets and cancellation of this License without compensation to You. This Ticket may not be used for advertising, promotion (including contests and sweepstakes) or other trade purposes without the express written consent of Issuer. Issuer also reserves the right to investigate orders suspected to be in violation of these Ticketing Terms and Conditions and shall be the sole and final arbiter regarding violations or potential violations hereunder. Your Ticket is not redeemable for cash. Upon Event cancellation by Issuer, Issuer may in its sole and absolute discretion elect to either issue a full or partial refund, not issue any refunds, or reschedule the Event. Once Venue opens, the Event, on the date of October 27, 2019 shall be deemed to have been delivered in its entirety and not subject to any refunds. Delayed Venue opening and Your inability to access any parts of the Venue or Event due to Federal, state, municipal or other code regulations, Issuer's policy(ies), weight load restrictions, emergency and/or partial or complete Event set up, shutdown or evacuation, Event delays and inclement weather shall not entitle You to refunds or future credits. Upon the cancellation of the entire Event, including, but not limited to events not within Issuer's control, governmental acts, acts of God, riots, production delays, strikes, natural disasters or inclement weather (regardless of severity), Issuer may, at its sole and absolute discretion elect to either, (a) issue You a full or partial refund or (b) postpone the Event for a future date and/or offer a comparable "make good." Under no circumstances shall You be entitled to any type of refund or exchange due or contributed to by weather or governmental acts. If Issuer elects to issue a refund, the Ticket purchaser of record shall be refunded an amount up to the face value of the Ticket(s) only. If Issuer reschedules the Event for a future date, You shall not be entitled to a refund. Under no circumstances shall You be entitled to a refund of any shipping, handling or other processing fees.

ALL TICKET and EXHIBIT BOOTH SALES ARE FINAL. THERE SHALL BE NO REFUNDS AND/OR TICKET EXCHANGES. This Event is "Rain or Shine." Some activities and speaking sessions at this Event may be "Standing Room Only." As a condition to attend the Event, You represent and warrant that You are the "Minimum Age" or older. Minimum Age means 18 years of age or older on the date and time listed on the front of the ticket. Valid government issued photo identification of You ("ID") WILL

be required at entry in order to gain entry to the Venue. Bearer or Holder of any Ticket represents and warrants that the information provided on the ID presented by them is valid, true, and correct. Issuer reserves the right, without the obligation to refund any portion of the Ticket purchase price, to refuse entry to any person not of minimum age.

TICKET REGISTRATION AND REDEMPTION

On the Official Festival Website, www.obwfestival.com/tickets you are given an opportunity to register for tickets. Upon completion of ticket registrations, you will receive a confirmation email sent to the email you provided. Please make sure you print your confirmation email and bring it with you to the Registration Table for entry into the Event. You must also bring a valid form of identification. Failure to present printed tickets from our Site or third-party ticketing websites and without a valid form of identification will result in no entry. **NO REFUNDS** will be given for any reason. Once you redeem the ticket confirmation email, you will be given a wrist band for entry into the event.

TICKETING FROM THIRD PARTIES

From time to time, we may use a third party credit card processing company or ticketing company. You agree to access and read the Ticketing Terms on their websites and their policies, before any purchases. You agree to pay all charges incurred by you or any users of your account, including, but not limited to, any and all applicable processing fees and taxes, and you agree to only use payment methods that belong to you or others that have expressly authorized you to use such payment method. Website owners and Festival owners are not responsible or liable for any issues or other claims that you may have related to purchasing tickets. We use a third party service to facilitate and process payment transactions. Please review such third party's terms and conditions and privacy policy before entering into any transaction.

YOU MUST BE 18 YEARS OF AGE OR OLDER TO ATTEND THE EVENT AND/OR YOU MAY ACCOMPANY A MINOR WHO IS UNDER 18 YEARS OF AGE. IF BY PURCHASING TICKETS, YOU REPRESENT AND WARRANT TO US THAT YOU ARE OR WILL BE 18 YEARS OF AGE OR OLDER BY THE DATE OF THE EVENT. YOU UNDERSTAND THAT NO REFUNDS WILL BE GIVEN IF YOU ARE NOT ALLOWED ENTRY TO THE EVENT FOR BEING UNDERAGE.

You hereby assume any and all risks, whether expressly set forth herein, as well as any other risks or dangers incidental, or in any way relating to the Event, including those arising from or relating to the acts or omissions of third parties (including Speakers, Event attendees, Venue owners, operators, staff, employees or agents; or Event organizer, its affiliates, subsidiaries, officers, directors, employees, members, partners, agents or designees) including risk of loss or damage to Your personal property and risks of personal injury.

Issuer and their respective Indemnitees, designees, successors or assigns shall not be held responsible, financially or otherwise, for any personal property that is left, lost, stolen, destroyed, confiscated, damaged or misplaced anywhere in the Venue or at Venue access/entry points, regardless of fault or for personal injuries sustained by You. You hereby agree to defend, covenant not to sue, indemnify, save and hold harmless and forever release, Issuer, Prime Entertainment Worldwide, Inc., Marriott Hotels International, Event organizers, sponsors, participants and artists, The City of Boca Raton, and their respective subsidiaries, affiliates, officers, directors, principals, members, employees, authorized agents, predecessors, assigns, successors, licensees and designees (collectively "Indemnitees") from any and all injuries (whether personal injuries, property damage or otherwise), demands, suits and/or claims relating in any way to the Event. Issuer or its designee(s), successor(s), or assign(s) shall have the right to record, publish, print, display or otherwise publicly use, for purposes of trade or for any commercial or advertising purpose or any sale, resale or other

distribution of visual, audio or audiovisual productions, including broadcast, re-broadcast, live stream or other reproduction, articles of merchandise or any other medium, whether now existing or hereinafter developed, Your name, image, portrait, photograph, voice and/or other likeness, without compensation or notification to or additional consent by You.

You further acknowledge and agree that Issuer or its designee(s), successor(s) or assign(s) shall be the sole and exclusive owner of any such work containing Your image, voice and/or likeness.

NON-DISPARGEMENT

You agree and covenant that you will not at any time make, publish, or communicate to any person or entity or in any public forum any defamatory or disparaging remarks, comments, or statements concerning the Event, Prime Entertainment Worldwide, Inc. or its businesses, or any of its employees or officers, Boca Marriott, etc. now or in the future.

GOVERNING LAW; ARBITRATION

The parties agree to arbitrate solely on an individual basis, and that this agreement does not permit class arbitration or any claims brought as a plaintiff or class member in any class or representative arbitration proceeding. The arbitral tribunal may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

In light of Your agreement to all the terms and conditions contained herein, You further agree, in conformity therewith that, in no event shall You commence a chargeback dispute with Your credit or debit card issuer relative to the Tickets or services purchased hereunder or regarding any amounts forfeited hereunder or similar charge reversal. You further agree that Issuer shall not have a legal obligation to mitigate any of its potential or actual losses sustained hereunder.

SIGNATURE _____ DATE _____

PRINT NAME _____

TITLE _____ COMPANY _____

PHONE NUMBER _____

INCIDENTAL CREDIT CARD INFORMATION: (ON HOLD FOR DAMAGES, CLEANING COSTS OR EARLY BREAKDOWN FEES)

PLEASE FILL OUT AND SIGN BELOW:

Credit Card (please check) VISA [] MASTERCARD [] DISCOVER [] AMERICAN EXPRESS []

Credit Card Number _____

Expiration Date _____ Security Code on back of card _____

Name as it appears on card _____

Billing Address _____

City _____ State _____ Zip code _____

Signature _____