

Rules & Regulations (hereinafter "Rules & Regulations" or "Rules" or "Regulations")

These Rules & Regulations apply to all exhibitors at ASTRA's Marketplace & Academy. Eligible exhibitors include organizations that provide merchandise or services utilized by retailers in the specialty toy industry. ASTRA members in good standing will receive the member rate.

Assignment of Space

New or additional exhibit space requests will be assigned on a space available basis in the order in which the applications are received. If you exhibited at the 2011 ASTRA Marketplace & Academy and returned your 2012 application for exhibit space you have already been given your booth assignment. ASTRA reserves the right to relocate booth space as deemed necessary.

Tabletop space is available only to first-time Marketplace exhibitors with one product line only.

5' x 10' exhibit space is available only to first-time Marketplace exhibitors with 1-5 product lines.

Booth Inclusions

Standard booths are defined as 10' wide and 10' deep with 8' high back drape and 3' high side drape and include the following:

- One (1) 6' skirted table, two (2) chairs and one (1) wastebasket.
- One (1) 7" x 44" black & white ID sign with company name and booth number, general overhead lighting, and 24 hour security* during show days. *ASTRA provides guard service from move-in through move-out and reasonable precautions are taken to protect property, but ASTRA cannot and does not insure the safety of persons or the protection of property.
- Two (2) complimentary* exhibitor badges per 10' x 10' space. Additional badges are available for \$199 each. An exhibitor badge entitles the bearer to attend all social events and general sessions that do not require an additional fee. If you plan on registering on-site, you must provide proof of affiliation with the exhibiting company.
- Complimentary mailing list of preconvention primary pre-registrants (Exhibitor must accept terms of agreement).
- Company name, booth location and 50 word company/product descriptions will be included in the Program Directory for those exhibitors meeting print deadlines identified in the Exhibitor Services Manual.
- Company name and booth location on the 2012 ASTRA Convention web site.
- Opportunities to increase visibility through sponsorships and advertising.
- Advance booth selection for the 2013 Marketplace & Academy.
- Access to refreshments in the Exhibitor Lounge.

An exhibitor may not share or sublet their assigned space to another party. Merchandise, brochures or any other marketing tools with a name other than the exhibitor may not be displayed. Only the products from that exhibitor may be promoted in the contracted

booth space and exhibitors will employ qualified representatives on their booth. No one without a designated exhibit space will be allowed to solicit business within the ASTRA Convention location.

Deposits/Refunds

A minimum deposit of 50% of the total booth space cost must accompany your application. The balance due must be paid in full by 5:00 p.m. (Central Time Zone) on January 27, 2012. Exhibitors with a balance due after this date will be subject to cancellation or booth relocation by ASTRA, at ASTRA's sole discretion, without refund of the deposit. Full payment must accompany any applications submitted after January 27, 2012.

All cancellation requests must be submitted in writing. Written cancellations postmarked by April 1, 2012, are eligible for a refund of monies paid, less a fee of 50% of the cost of cancelled booth space. No refunds will be provided for cancellations after April 1, 2012. If the booth space is not occupied by the exhibitor by 5:00 pm on Sunday, June 10, ASTRA Show Management reserves the right to use said space as it seems fit. There will be no refunds of fees or expenses to the exhibitor.

ASTRA reserves the right to cancel the exhibition, or any part thereof, with no further liability to ASTRA, due to government order, or other cause beyond its reasonable control, including without limitation, labor strikes, failure of mass transportation, acts of God (hurricanes, tornado, fire, flood, and the like), or pandemic illness, which make it illegal, impossible, or inadvisable for ASTRA to hold its annual convention, the exhibition, or any event thereof. ASTRA further reserves the right to reject or cancel any application for any reason in ASTRA's sole discretion. ASTRA may reject or cancel the application of a potential exhibitor not complying with these Rules and Regulations.

Eligible Products and Services

Acceptable products and services to be exhibited include specialty toys, school supplies, gifts and cards, hobby supplies, children's books & CDs, juvenile products, baby products and play and cultural items (museum store) that promote the growth of the toy industry by delivering products that serve children's best interests.

Ineligible exhibits include, but are not limited to: those exhibiting illegal services or activities; those supporting philosophies or actions in opposition to those of ASTRA; those that are harassing, discriminatory or violate ASTRA's Code of Ethics; those that offer products or services in competition with ASTRA; those that offer products or services that are not applicable to the specialty toy industry; and those that do not meet children's best interests. ASTRA reserves the ultimate right to determine eligibility of an exhibitor at any time including onsite at the convention.

Booth Configuration

Standard Inline Booth: one or more standard units in a straight line with booths on either side and also behind them.

Exhibit features, components, and identification signs are permitted up to a maximum height of 8'. All display fixtures (cases, shelves, risers, racks, etc.)

over 4' in height and placed within 10 lineal feet of an adjoining exhibit must be confined to that area of the exhibitor's space which is at least 5' from the aisle line. This arrangement will allow a reasonably unobstructed sight line to exhibitors from the aisles.

Perimeter Wall Booth: a standard booth located on the outer-perimeter wall of the exhibit floor.

Exhibit fixtures, components and identification signs will be permitted to a maximum height of 12'. All display fixtures over 4' in height and placed within 10 lineal feet of an adjoining exhibit, must be confined to that area of the exhibitor's space which is at least 5' from the aisle line.

5' x 10' Booth: exhibit space comes with one (1) 4' long x 2' wide x 30" high table, one (1) chair, one (1) wastebasket and one (1) 7" x 44" black & white ID sign.

Island Booth: an exhibit space with aisles on all four sides.

Exhibit features, components, and identification signs will be permitted to a maximum height of 20'. Because an island booth is automatically separated by the width of an aisle from all neighboring exhibits, full use of the floor plan is permitted. All multi-story exhibits, regardless of whether people will occupy the upper area or not, and all exhibit fixtures and components exceeding 12' in height must have engineered signed drawings available for inspection and approval by exhibition management, the installation and dismantling contractor, the exhibitor and governmental authority during the time the exhibit is being erected, exhibited and dismantled at the show site that includes a signature of an authorized official of the exhibit building company indicating that the structure is built in compliance with the details and specification set forth on the drawings. Signs must be posted indicating the maximum number of people the structure will accommodate. Hanging signs are permitted up to 16' high. Any structure or sign placement above 16' must be submitted to ASTRA for approval no later than 30 days prior to the convention.

Tabletop exhibit space will be carpeted and come with one (1) 4' long x 2' wide x 30" high table, one (1) chair, one (1) wastebasket and one (1) 7" x 44" black & white ID sign. All display materials must be contained within the area of the top of the table. No items may be displayed on the floor around the table. Exhibitors may hang a banner or sign from either the front of the table or from the pipe and drape behind the table. This banner cannot be more than 5' wide and must not extend above the back wall pipe and drape.

All exhibits must be confined to the spatial limits of their respective booth(s) as indicated on the floor plan. Sufficient visibility must be maintained in each booth so as not to block the view of adjacent exhibits. Exhibitors who are blocking other exhibitor's line of site will be requested to re-set their booth layout in order to maintain all exhibiting company's visibility. Island booths are exempt from this rule and are able to use the entire square footage of their space going up to height of 16' and may use hanging signs. Inline or peninsula booths are not permitted to hang signs

over their booth. If required floor plans are not submitted for approval, ASTRA has the right to enforce exhibit construction changes at the exhibitor's expense.

Booth Construction and Arrangements

Floor covering is mandatory in all booths.

An exhibitor may provide their own floor covering or it may be rented through Summit Exposition. If an exhibitor provides their own floor covering they must submit their intent in writing to ASTRA 30 days prior to the convention. If an exhibitor does not have floor covering it will be provided at the exhibitor's expense at the going rate of the general services contractor. An exhibitor occupying multiple booth spaces directly across the aisle from each other is prohibited from bridging the aisle as part of the exhibit or from using any floor covering in the aisle other than that furnished by the official decorating company. All tools and equipment used during booth set-up must be operated in compliance with the convention center safety guidelines, as outlined by OSHA or other such authorities. Exposed parts of any display must be finished so as not to be objectionable to other exhibitors or ASTRA. Any changes required in bringing an exhibit into compliance will be made at the exhibitor's expense.

All exhibits must be set up by 5:00 pm on Sunday, June 10th. Exhibitors requiring late set-up time must have express written consent from ASTRA. No exhibits shall be dismantled prior to 12:00 pm on Wednesday, June 13th. All exhibit materials must be removed from the exhibit hall by 5:00 pm on Wednesday, June 13th. Please make sure that all carriers are checked in no later than 12:00 noon on Wednesday, June 13th.

Use of Space

Booths must be open and staffed during the scheduled exhibit hours. The display area will be open to registered exhibitor personnel one hour before the show opens daily. ASTRA reserves the right to restrict exhibits which for any reason become objectionable, and also to prohibit or evict any exhibit which in the opinion of ASTRA may detract from the general character of the show as a whole. All activity must take place within the assigned booth space; this includes this distribution of any printed or promotional material. No soliciting for business shall be permitting in the aisles, or in other exhibitor's booths. Exhibitors may not block access to other booths or the aisle way. Any demonstrations or activities that cause annoyance to other exhibitors will not be allowed.

Loud speaking and sound displays are prohibited which includes musicians and singers. Sound level from audio devices should not be above 85 decibels when measured from the front of the booth space. ASTRA reserves the right to approve the attire of any hired models or entertainers. Exhibitors may not display products or offer products in its literature or other media display at the show that have been declared by a U.S. governmental authority or court to infringe on another exhibitor's U.S. intellectual property rights (patent, trademark, trade dress or copyright). In its sole discretion, ASTRA may impose appropriate sanctions on an Exhibitor for violation of its provision, including, but not limited to, closing the Exhibitor's booth. Each exhibitor warrants that it owns the rights to use all U.S. intellectual property to

be used by the Exhibitor for promotional and display at the show. Exhibitors shall be responsible for security all necessary licenses or consents for any use of copyrighted works (including music licenses) or other intellectual property in connection with their exhibit and hospitality events at the show.

Exhibitor Registration

Registration at the ASTRA Marketplace and Academy is a license granted by ASTRA who reserved the right to revoke said registration at any time. Access to the exhibit area will be restricted to registered exhibit personnel, attendees and authorized service personnel. Official badges must be worn in order to enter this area. Fees associated with registration are set by ASTRA and are outlined in the Exhibitor Registration Form. It is expressly prohibited to use an exhibitor badge by anyone other than the person whose name it is registered as. Any person violating this policy will be automatically removed and the badge confiscated. Anyone who becomes aware of violations is urged to report it immediately to ASTRA.

The Marketplace is restricted to ASTRA registered attendees and exhibitors only so outside guests are not permitted to attend the event unless they are registered by ASTRA at the published registration fee. For exhibitor badges, exhibitors may only register their company personnel under their company name. Exhibitors are required to register for any optional events and pay any associated fees for these events.

Safety Guidelines and Fire Code Regulations

It the responsibility of the exhibitor to comply with all federal, state and local laws, codes, fire safety, convention center requirements, and union jurisdictions. Unethical conduct or infraction of rules or local codes on the part of the exhibitor or his representatives will be subject to dismissal from the exhibit area and ASTRA reserves the right to impose sanctions on any exhibitor who refused to comply with local requirements. In which event it is agreed that no refund shall be made and further that no demand for redress will be made by the exhibitor or his representative.

Insurance and Indemnification

Exhibitors shall meet all insurance requirements set forth in the Exhibitor Services Manual and shall maintain general public liability insurance against claims for personal injury, death, or property damage incident to, arising out of or in any way connected with the exhibitor's participation in the 2012 ASTRA Marketplace. In addition exhibitors are responsible for obtaining property insurance for its exhibit and display materials including without limitation theft/damage coverage. Exhibitors are solely responsible for any and all damages caused by the exhibitor or exhibitor's agents, employees, or guests. The exhibitor agrees to indemnify, defend, and hold harmless ASTRA, its directors, officers, members, agents, and employees from and against any and all claims, demands, obligations, causes of action and all damages, liabilities, fines, judgments, payments (in settlement or otherwise), costs and expenses, including without limitation attorney's fees and disbursements, arising out of any actions or failures to act on the part of the exhibitor, exhibitor's employees, or anyone acting at the direction of

exhibitor, in connection with the 2012 ASTRA Marketplace, including without limitation the promotion, operation and management of exhibitor's exhibit or any event or activity incident thereto, or any failure to comply with applicable statutes, ordinances, regulations, or other requirements of any governmental authority.

ASTRA and the Convention Center will take reasonable precautions against damage or loss by fire, water, storm, theft, strikes, other emergencies, or other causes over which ASTRA and the Convention Center have no reasonable control, but do not guarantee or insure the exhibitor against loss by reason thereof.

Limitation on Liability

To the maximum extent permitted by applicable law, in no event shall ASTRA or its directors, officers, members, employees, and agents, be liable to Exhibitor or Exhibitor's employees, agents, or guests, for any loss or damages whatsoever, such as personal injuries or damage to property (whether known, foreseeable or otherwise), including without limitation, any consequential, incidental, direct, indirect, special, punitive, or other damages whatsoever, arising out of or in any way related to Exhibitor's participation in the 2012 ASTRA Marketplace, unless said damages are the result of the gross negligence of ASTRA.

Children Policy

Children under the age of 18 will not be allowed in the Exhibit Hall during installation and dismantling of exhibits. During open exhibit hall hours, children 13 and younger may visit the exhibit hall with parental supervision at all times. Parents must sign a waiver before entering with a child. Please note, strollers are not allowed in the exhibit hall. Children under the age of 13 are not allowed to attend any educational sessions including Game Night and Kits, Kits and More Kits. Children 13 or older may attend ASTRA's Marketplace & Academy with a parent and a full paid registration.

Independent Contractors

All services customarily required by exhibitors are available at the current rates: decorating, drayage, electrical, furniture rental, sign printing, carpenter services, product storage, general labor, plumbing, photography, special cleaning and porter service, florist, and telephone service. Order forms for all services will be included in the online Exhibitor Services Manual. A link to the Exhibitor Services Manual and a password will be emailed directly to each exhibitor by ASTRA's exhibit contractor, Summit Exposition LLC, in April 2012. Application for exhibit space by an exhibitor will constitute agreement to use ASTRA's official suppliers unless a written request to use an Exhibitor Appointed Contractor (EAC) is submitted to, and approved by, Summit Exposition three weeks prior to the show. A certificate of liability insurance must be provided to Summit Exposition by the independent contractor. Please contact Summit for further information.

Delivery of Exhibit Material

Shipments will not be accepted at the Convention Center prior to 8:00 am on Saturday, June 9, 2012. Summit Exposition will accept materials for 30 days prior to the show set-up. Materials should be shipped

to arrive at the advance warehouse no later than Tuesday, June 5 to avoid any late charges. Materials will be accepted at the warehouse until Friday, June 8, with an additional fee. Exhibitors are responsible for the fees associated with the service. Please refer to the Material Handling section of the Exhibitor Service Manual for more details.

Summit Exposition will receive and store advance shipments of crated material beginning 30 days prior to exhibitor move-in on Sunday, June 9, 2012. Summit Exposition will also deliver all advance shipments to assigned booth space(s), remove and store all empty containers, return empty containers to the booth at close of show, deliver shipments to loading area of exhibit hall, and load onto outbound carrier's trucks at the prevailing drayage rates. Summit Exposition & ASTRA are not responsible for exhibit items removed from aisle space.

Labor

A copy of the Convention Center's labor guidelines and non-official contractor rules will be included in the Exhibitor Services Manual emailed to each exhibitor.

Electricity

Standard electrical services available for purchase are: 120 volt, AC, single phase, 60 cycle; 208 volt, AC, three phase, 60 cycle, special voltage available upon request.

Merchandise/Equipment Removal

A written release will be required to remove material/equipment from the exhibit hall after the first day of installation through the last day of dismantling. Merchandise/Equipment Removal Forms will be available at the Summit Exposition service desk office located in the Exhibit Hall.

Booth Activities & Literature Distribution

Adhesive-backed decals or similar items are not permitted in the convention center and may not be distributed by any group, exhibitor or individual. Any costs incurred for the removal of these items will be charged to the exhibitor. Only professionally designed and installed helium balloon displays permanently attached to exhibits are permitted. Charges are assessed by the facility for any helium balloon that escapes its display. Helium balloons may not be used as giveaways. Helium tank use and storage inside the convention center is strictly prohibited. Chewing gum may not be distributed in the facility or on the premises.

Exhibitors or their agents must not injure or deface the walls or floors of the building, the booths, of the equipment in the booths. Decorations may not be taped, nailed, tacked or otherwise fastened to ceilings, painted surfaces, columns, walls, convention center equipment or pipe and drape. Any violation of these rules will result in a removal fee charged to the exhibitor. The exhibitor shall indemnify ASTRA for all claims for damage to exhibit space and exhibit premises caused for contributed to by its employees, representatives and guests. The Exhibitor agrees to obtain adequate insurance to insure against claims resulting from its exhibit.

Balloons, decals, stickers, and flashing/strobe lights of any kind are prohibited. Exhibitors are prohibited from distributing souvenirs, printed matter, or other items considered objectionable by ASTRA. Any

undignified solicitation on the part of an exhibitor should be promptly reported to ASTRA. ASTRA reserves the right to close any exhibit which conducts its solicitation in an objectionable manner or infringes upon the rights and privileges of other exhibitors with no refund given to the offending exhibitor. No sound-making equipment, distracting sound or lighting devices which may cause annoyance to other exhibitors will be permitted. Any exhibitor wanting to use sound equipment or microphones in their booth must submit their request in writing to ASTRA no less than 30 days prior to the convention. Exhibitors who do not submit a request and are found in violation of this rule will be forced to discontinue their use of this type of equipment onsite and will face potential loss of exhibitor priority points.

Distribution outside an exhibitor's rented booth space is also prohibited. All activities of each exhibit must be confined within the exhibitors allotted space. Exhibitors are not permitted to demonstrate products in the aisles of the exhibit hall. Distribution of exhibitor literature must be confined to the exhibitor's booth space. Any material found in public spaces, both inside the exhibit hall and/or throughout the convention center will be discarded and the exhibitor will be at risk of losing their priority points.

Aisles are the common property of all exhibitors and must not be obstructed at any time; therefore, each exhibitor has the responsibility to assure proper flow of traffic through the entire exhibit area. If in-booth demonstrations gather spectators that crowd the aisle and interrupt the flow and safety of attendees, the exhibitor will be requested to contain the crowd within their booth or end the demonstration.

Exhibitor and Convention Promotion

Names of confirmed exhibiting companies may be used by ASTRA for promotion and publicity purposes, including without limitation the right to use exhibitor's logo or other identifying symbols ("Marks"). Additionally photos and other recordings taken by ASTRA staff or ASTRA designated contractors of confirmed exhibiting companies may also be used for promotion and publicity purposes. Exhibitor grants ASTRA a nonexclusive, fully-paid, royalty-free license to use exhibitor's name and Marks for promotion and publicity purposes.

Music Licensing

If you are using live or recorded music via any medium in the exhibit space, you represent that you have appropriate licenses, such as licenses from ASCAP and BMI, for such activities.

Photography and Video

Cameras are allowed on the show floor; however no one shall photograph or record the exhibit or products of any exhibitor unless authorized by that exhibitor. Photographing booths is limited to non-exhibit hours or candid shots only. Exhibitors and photographers shall not disrupt visitor traffic by clearing booths or aisles for photography during the regular conference hours. Anyone found in violation of these rules may be subject to removal from the exhibit area and confiscation of the camera or recording material.

Food and Beverage

Exhibitors agree not to host events outside of the convention center during exhibit hall hours without the prior express written approval of ASTRA. No food

or beverage items may be brought into the convention center. Exhibitors may not distribute food or beverage of any kind without the written permission of show management and the Convention Center's exclusive food service provider.

Motor Vehicle Displays

Exhibitors wishing to display motorized vehicles must submit a request in writing to ASTRA along with the booth space application listing the number of vehicles. Automotive vehicles and equipment may be displayed if there is not more than ¼ tank of fuel or the minimum amount for positioning the vehicle, fuel tanks are locked or sealed, battery cables are disconnected, ignition keys are removed at display location, and vehicle may not be started, run or moved during event hours. Fire Code Regulations will be included in the Exhibitor Services Manual.

Hazardous Materials

The following items may NOT be displayed without prior express written approval from ASTRA and the Convention Center Fire Marshal: display or storage of LPG, flammable liquid, flammable gas, straw, sawdust, shavings, welding or cutting equipment, gas fired appliances, and compressed gas cylinders. If compressed gas cylinders are approved they must be firmly secured and in compliance with all Convention Center guidelines for compressed gas cylinder storage. Fireworks/pyrotechnics are only allowed in the convention center with the prior written permission of the Convention Center Building Manager and Fire Marshal.

Force Majeure

In case of cancellation of the exhibition or unavailability of the exhibit space due to strikes, acts of terrorism, governmental action, act of God, fire, labor dispute or any other occurrence over which ASTRA has no control, the agreement shall terminate, and the exhibitor shall be entitled to the return of the exhibit space rental fee, less the pro rata share allocable to the exhibit space of the expenses incurred by ASTRA in connection with the exhibition. In case of cancellation by ASTRA for any reason, or a change in the place or date of the exhibition that is unsatisfactory to the exhibitor, the exhibitor shall be entitled to return of sums paid for the space. Refund of the rental fees shall be exclusive remedy of the exhibitor against ASTRA in the event the exhibition is cancelled or rescheduled or the exhibit space is unavailable for use.

Acceptance of Rules and Regulations

By submitting an application for booth space, the exhibitor agrees to abide by these Rules & Regulations and all applicable rules and regulations of Convention Center. All exhibit applications accepted by ASTRA require the exhibitor to assume the full acceptance of these Rules & Regulations. ASTRA reserves the right to make all final decisions regarding the interpretation and enforcement of these Rules & Regulations. ASTRA may amend these Rules & Regulations at any time and will endeavor to inform exhibitor of any such amendments in a timely manner.

