

NRF | 2018

RETAIL'S BIG SHOW

RULES & REGULATIONS

Please read these Rules & Regulations in their entirety – if you have any questions or concerns, contact Katie Coon at coonk@nrf.com or (202) 661-3054 BEFORE finalizing your booth design and layout

ARE YOU ON LEVEL 1 OR LEVEL 3?

The NRF EXPO Hall is on two floors – Level 1 and Level 3. If your booth number is between 100 and 1299, you are on Level 1. If your booth number is between 1300 and 4599, you are on Level 3. Please be sure to follow the rules and regulations for the correct hall, as there are some differences (primarily the installation times and the height of island booths).

ARE YOU AN ISLAND OR IN-LINE BOOTH?

An island booth is defined as a booth that has an aisle between it and all of its neighbors. All other booths are considered in-line booths. If a booth only shares its back wall with another exhibitor, it is an in-line booth, NOT an island booth, and must adhere to the in-line booth guidelines.

In-Line Booth Construction Guidelines

In-Line Booths may not exceed 8' back wall height, including the sign. No solid exhibit construction will be permitted to exceed 42" in height in the front 5' of the booth. Structures above 42" must begin *at least* 5' back from the aisle line. Company name, logo and product information may appear up to the 8' height only.

Island Booth Construction Guidelines – Please refer to the “NEW Island Guidelines” for more information

***All Island Booth layouts and structures must be approved by the NRF.**

Peninsula Booths will not be assigned.

GENERAL BOOTH CONSTRUCTION GUIDELINES

- No exhibit may span an aisle by ceiling or floor covering.
- Exposed or unfinished sides and/or exhibit backgrounds must be draped to present an attractive appearance. Exhibits will be inspected during the move-in and the service contractor, with the approval of the NRF Show Manager, will provide draping deemed necessary and submit the bill to the exhibitor. NRF reserves the right to base all decisions on the best interests of all concerned parties. All decisions are final.
- **Multiple Booths Sharing a Common Aisle:** A Company may reserve two or more island booths at an NRF event; however, these booths may not be located in such a manner that they are situated across from each other on a main, transecting aisle of the Exhibit Hall. Additionally, employees of an exhibiting company that reserves two or more island booths are required to remain in the confines of their respective exhibit spaces and are not permitted to block traffic in the intervening aisle.
- **ALL BOOTH CONSTRUCTION GUIDELINES WILL BE STRICTLY ENFORCED.**

INSTALLATION & DISMANTLING

Targeted exhibitor move-in begins at 8:00am on Tuesday, January 9, 2018.

Due to dock limitations, we ask that you ship your freight to Freeman Decorating Company for advanced warehouse storage and delivery to the Center. Exhibitors occupying 300 sq. ft. or more must follow the targeted floorplan. All exhibitor freight that arrives off-target will be assessed an additional 15% material handling surcharge. Please refer to Freeman's material handling form for rates

WORK PASSES

Exhibitors may enter the Exhibit Hall during installation and dismantle by obtaining a wristband in the Exhibitor Services Office located on the 3rd floor. Installation and dismantle companies must obtain work passes for all personnel at the Exhibitor Services Office. In the interest of safety, only those individuals directly responsible for the installation and dismantle of the booth will be permitted in the Exhibit Area during the move-in and move-out times.

Skilled labor will be available for hire during installation and dismantle. Exhibitors are urged to notify Freeman, in advance, of labor requirements. At the NRF Show Manager's discretion, any exhibit not in the process of being assembled by 12:00 noon

NRF | 2018

RETAIL'S BIG SHOW

Saturday January 13, 2018 will be installed at the exhibitor's expense. All exhibits must be fully assembled by 5:00 p.m. on Saturday January 13, 2018. Request for additional installation time before or after the specified installation hours must be made in writing in advance to the NRF Office.

Due to fire regulations, no empty cartons, fiber cases or literature may be stored in or behind booths. After move-in has been completed, please label all empties. The service contractor will place them in storage until the end of the show.

NO PACKING OR DISMANTLING OF EXHIBIT MATERIAL WILL BE PERMITTED PRIOR TO THAT TIME. Violators will not be invited to exhibit at future NRF Exhibitions.

ACCESS TO EXHIBIT HALL

All workers and exhibiting company personnel must wear wristbands, provided by NRF or work passes during move-in and move-out. At no time during the show (Move-In, Show Hours or Move-Out) are minors allowed on the show floor. **Anyone under the age of 18 will not be permitted on the show floor at any time.** No variances or exceptions to this rule will be made. NRF will not be responsible for watching any minors, so we strongly encourage exhibitors not to bring them to the building.

All personnel must vacate the hall no later than 60 minutes after the closing of the hall. No one will be admitted into the Exhibit Hall after show hours. If you would like to have a meeting during non-EXPO Hall hours, please refer to the form in this Service Manual.

Exhibitor Appointed Contractors (EAC) – Installation and Dismantling

Exhibitors may utilize the services of a company other than Freeman to perform installation and dismantling at NRF 2018.

Exhibitors using an EAC must comply with the following:

- Complete the Exhibitor Appointed Service Contractor form located in the Freeman section of this manual and submit, along with a General Liability Insurance Certificate, to Freeman by December 8, 2017. EAC forms or insurance certificates not received by Freeman by December 8, 2017, may not be accepted and the EAC may NOT be granted access to the Expo Floor.
- The Certificate of Liability should indicate proof of insurance with limits of not less than \$1,000,000 for bodily injury, \$500,000 for property damage and \$1,000,000 for liability and workers compensation and name the National Retail Federation, Freeman, and the Jacob K. Javits Convention Center as additional insured. In addition, such insurance shall include contractual liability and products liability coverage with combined and single limits of liability of not less than \$1,000,000. The certificate of insurance must confirm full coverage for installation, show, and dismantling days.
- The exhibitor will manage all EAC activities and ensure that the EAC adheres to all policies, schedules, and regulations stated in this Service Manual.
- Workers Compensation and Occupational Disease insurance shall be in full compliance with all federal and state laws, covering all of EAC's employees engaged in the performance of any work for the exhibitor.
- All EACs must be approved and bonded to work in the Jacob K. Javits Convention Center. EACs that do not meet this qualification will not be permitted on the Expo Floor.
- All property of the EAC is understood to remain under its custody and control in transit to and from the confines of the expo hall and during the show.
- The EAC must comply with the local labor agreements and practices and must not commit any acts that could lead to work stoppages, strikes or labor problems.
- The EAC must furnish Freeman with the name of the on-site supervisor(s). The on-site supervisor will be responsible for ensuring that labor has the proper work passes at all times while working in the Expo Hall.
- The EAC may NOT solicit business in the Expo Hall and must confine their work to the exhibit area of their client(s).
- The EAC is required to demonstrate professional tradeshow behavior.
- The EAC must daily obtain temporary work passes at the Hall Entrance to gain access to the Expo Hall.

AMERICANS WITH DISABILITIES ACT

Exhibitors shall be fully responsible for complying with the Americans with Disabilities Act (ADA) with regard to booth space, including, but not limited to, the wheelchair access provisions. Exhibitors shall indemnify, hold harmless and defend NRF, its officers, directors, agents, members and employees against any claims, liabilities, losses, damages and expenses (including attorneys' fees and expenses) resulting from or arising out of the exhibitors' failure or allegations of exhibitors' failure to comply

NRF | 2018

RETAIL'S BIG SHOW

with the provisions of the ADA. Information regarding ADA compliance is available from the US Department of Justice ADA Information Line 800-514-0301.

ANIMALS

Exhibitors will not display or bring into the EXPO Hall an animal, except Service Animals, without the written permission of NRF Show Management.

CELEBRITIES

Exhibitors planning to have a celebrity in their booth must notify NRF in writing of the time and purpose of the appearance. Exhibitors must layout their booth in such a way that the attendees do not impede the aisles. If needed, NRF will work with the exhibitor on a special entry point for the celebrity, but this must be pre-arranged. If it is not brought to the attention of the NRF until show-site, special provisions will not be made.

COMPLIANCE WITH LAW

The exhibitor shall not engage in any display, publication, performance, or other activity that is in conflict with any federal, state, or local law, regulation, rule, or ordinance, nor shall the exhibitor, its employees, representatives, or contractors, engage in any lewd display, publication, or performance.

CONDUCT AND COURTESY

Exhibitors may demonstrate the company's equipment and make formal presentations regarding the product line or service within the confines of the assigned booth space. All activities are restricted to the booth. Approaching registrants and/or promoting products/services in the aisles is strictly prohibited. Furthermore, sales calls to other exhibitors on the show floor are strictly prohibited. Personnel should not enter another exhibitor's booth space without obtaining permission nor should personnel block access to another booth.

DRONES

Only Island Booths may fly drones over their booths. If you choose to fly a drone, you may only fly it over your booth space. You may not fly it over the aisles, other exhibitor booths, or in any public space. All exhibitor's planning to fly a drone must have their booth netted from the ceiling to prevent any damage resulting from the drone use. If you do fly it in an unapproved area, you will no longer be allowed to fly it, and the penalties for not adhering to the rules will be enforced.

In order to fly a drone in your exhibit space, you must notify Show Management (coonk@nrf.com) of your intentions by Friday, December 15, 2017.

ENFORCEMENT OF RULES

As a condition of exhibiting, each exhibitor agrees to adhere to all policies. If a company or one of its representatives is found to be in violation of a policy, it will be given a directive by NRF Show Management to stop; if it does not, the company will be subject to a penalty applied progressively for each day the objectionable practice continues.

Penalties shall be as follows:

- First violation results in the company accruing NO exhibit points for the year.
- Second violation results in the company losing ONE-HALF of its accrued exhibit points.
- Third violation results in the company losing ALL of its accrued exhibit points.

Continued violations, undesirable practices, or multiple infractions may incur the levying of more severe penalties without the requirement of progressing through each of the above successive steps.

EVICION AND RESTRICTION

NRF Show Management reserves the right to restrict or evict exhibits that, because of noise, method of operation, materials, or any other reason become objectionable, and also to prohibit or evict any exhibit, which, in the opinion of NRF Show Management, may detract from the general character of the exhibits as a whole. This includes persons, things, conduct, printed matter, or anything of a character, which NRF Show Management determines, in its opinion, is objectionable to the exhibit. In the event of such restriction or eviction, NRF Show Management is not liable for any refunds of rentals or other exhibit expenses. Companies receiving such notice will not be eligible to exhibit at future NRF meetings.

NRF | 2018

RETAIL'S BIG SHOW

EXHIBIT STAFFING

As a courtesy to the attendees and to other exhibitors, we require that booths be staffed at all times during the official exhibit hours. Each exhibiting company **MUST** have at least two staff people at the event, so that the booth will not be unattended.

FIRE PROTECTION/SAFETY

The Jacob K. Javits Convention Center operates and staffs a Command Center that monitors fire safety and all other safety features of the Center on a 24-hour basis. The Command Center responds to all medical and non-medical emergencies. Dial 2222 from a house phone in the event of an emergency.

Exhibitors should note the following:

- Firefighting and emergency equipment must not be blocked or impeded. This includes fire alarm boxes, fire extinguisher cabinets and any like areas or equipment.
- Electrical and telephone closet doors must not be blocked.
- Exit doors must not be blocked.
- No booth, banner, display or sign shall be erected in a manner that may interfere with the operation of the sprinkler system.
- All display material (canopies, drapes, foam core, tablecloths, burlap, scrim or similar materials) must be flame proofed by a person certified by the New York City Fire Department. A flameproof certificate is valid for one year and must be available on site for inspection.
- Exhibitors are expected to comply with all local fire regulations. If inspection indicates that an exhibitor has neglected to comply with these regulations, or otherwise incurs fire hazards, NRF reserves the right to cancel all or such part of the exhibit as may be irregular.

For additional information regarding fire-safety at the Javits Center, please contact 212-216-2090.

FOOD AND/OR BEVERAGE DISTRIBUTION

Centerplate is the exclusive caterer of all functions requiring food and/or beverage services held at the Javits Center. Centerplate retains the rights to all food and beverage services. Ordering information can be found in the **Jacob K. Javits Center Tool Kit** section of this Service Manual. No outside food and/or beverage services are permitted without the written consent of Centerplate. Exhibitors may incur a corkage fee if outside food and/or beverage is used.

HAZARDOUS MATERIALS

Exhibitor assumes responsibility and any liability for use, removal or disposal of any materials considered to be hazardous waste material. Exhibitor also agrees to conform to any local ordinances and regulations concerning the disposal of hazardous waste. Any and all costs incurred in the removal of hazardous waste from the exhibit facility will be the sole responsibility of the exhibitor. Hazardous materials within the Facility is restricted and subject to written approval by the facility Fire Marshall.

INJURY, LOSS, DAMAGE

NRF Show Management will not be responsible for any injury, loss, or damage that may occur to the exhibitor's employees or property and exhibitors shall indemnify and exempt the National Retail Federation, its vendors and contractors, and the Jacob K. Javits Convention Center from all liability which may ensue from any cause whatsoever. NRF Show Management will not be liable for any injury, loss, or damage which may be sustained by any person who may be on the premises leased or rented to the exhibitor, or watching, observing, or participating in any demonstration in the exhibitor's exhibit unless such injury, loss, or damage is caused by active negligence or willful act of NRF Show Management.

If NRF Show Management should be held liable for any exhibitor's action or failure to act in any matter whatsoever, the exhibitor shall reimburse NRF Show Management for all expenses incurred and hold NRF Show Management harmless from any resulting liability.

INSURANCE

The exhibitor shall, at its sole cost and expense, procure and maintain throughout the term of the contract for exhibit space, comprehensive general liability insurance against claims for bodily injury or death and property damage occurring in or upon or resulting from the premises leased. The Certificate of Liability should indicate proof of insurance with limits of not less than \$1,000,000 comprehensive general liability and \$250,000 in workers compensation coverage and name the National Retail Federation, Freeman, and the Jacob K. Javits Convention Center as additional insured. The certificate of insurance must confirm

NRF | 2018

RETAIL'S BIG SHOW

full coverage for installation, show, and dismantling days. The exhibitor shall obtain and shall furnish upon request of NRF Show Management a certificate of insurance documenting the required insurance.

LIABILITY

Each exhibitor agrees to indemnify, hold harmless and defend the NRF; the Jacob K. Javits Convention Center; Freeman; and their respective members, officers, directors, agents and employees from and against any and all liabilities, damages, actions, costs, losses, claims and expenses (including attorneys' fees), including litigation commenced by or against Licensee, on account of personal injury, negligence, fault or violation of law or ordinance or from or out of the occupancy or use of the Facility by Licensee or its employees, agents, contractors, patrons, guests, licensees, invitees or any other person entering the Facilities licensed with the implied or express permission of Licensee. Such indemnification by Licensee shall apply unless such damage or injury results from the sole negligence, gross negligence or willful misconduct of the NRF; the Jacob K. Javits Convention Center; Freeman; or the members, officers, directors, agents and employees of each of these four entities.

In addition, each exhibitor acknowledges that the NRF does not maintain insurance covering exhibitor's property, and that it is the sole responsibility of the exhibitor to obtain business interruption and property damage insurance covering such losses by the exhibitor.

LITERATURE DISTRIBUTION

The distribution of publications, samples and printed matter of any kind or any promotional material, is restricted to the confines of each company's exhibit space. Brochures, fliers or any printed materials may not be distributed or left in the public areas of the Jacob K. Javits Convention Center, in the EXPO Hall, lounges, cafes or restrooms. Any materials found in public areas will be confiscated and the company may be penalized for the distribution of materials outside of the NRF's specified methods of distribution. Repeated violations will result in the company's removal from the show, possible loss of priority points, and/or eligibility to exhibit at future NRF shows.

MODEL/HOSTESSES/HOSTS

Temporary staff (models/hostesses/hosts) must be properly registered and have the appropriate badge for admittance into the EXPO hall. The Exhibiting Company is responsible for ensuring that temporary staff gains admittance (registration staff will not contact or "track-down" the exhibitor upon temporary staff arrival) and the actions of their models/hosts/hostesses.

Temporary staff must remain in the exhibitor's contracted exhibit space. NRF reserves the right to ask hired booth personnel who are roaming the aisles to return to their booth space. If they do not, they will be asked to leave and their badge will be confiscated with no refund to the exhibitor.

NRF expects exhibitors to use prudent judgment when live models are used in an exhibit. Professional attire, dignity and discretion should be observed at all times. Models contracted to assist with demonstrations in an exhibitor's booth are required to wear appropriate attire. Tight fitting or other inappropriate garments, which include leotards, T-backs, and short shorts, will not be permitted on the exhibit floor.

- If employing the services of a modeling agency, please make sure the agency has the appropriate license to work.
- The use of minors as live models is prohibited.
- Models are considered employees of the exhibiting company.

MOTOR VEHICLES

Motor vehicles for display are permitted subject to the following criteria:

- No more than one gallon of fuel is permitted per vehicle.
- Tanks cannot be refueled or emptied inside the Jacob K. Javits Convention Center.
- Fuel tanks must be equipped with a locking gas cap.
- Battery cables must be disconnected and the ends taped.
- During non-show hours, vehicles must be locked.
- A properly tagged set of keys to each vehicle must be left with Jacob K. Javits Convention Center's Security prior to display.
- No repairs or alterations may be made on vehicles.
- Exhibitors must provide the appropriate number and classification of fire extinguishers.

NRF | 2018

RETAIL'S BIG SHOW

- All motor vehicle display requests MUST be submitted to Show Management prior to December 15, 2017 for approval.

NO SMOKING POLICY

The NRF has established a no-smoking policy for all NRF meetings. As the EXPO is considered an integral part of the convention, the no-smoking policy applies to the EXPO Hall, all areas therein, and the meeting rooms. Exhibitors (and anyone working in their booth) found in violation of this policy will risk penalties, including booth closure and forfeiting the right to exhibit in future NRF shows. The Javits Center has a strict no smoking policy as well. Any tickets issued by the Javits for smoking on its campus will be the sole responsibility of the party ticketed.

OBSTRUCTIONS

Aisles and exits designated on the approved floor plans shall be kept clean, clear and free of obstructions. Booth construction shall be fixed in position for the duration of the show. Easels, signs, chairs, etc., shall not be placed beyond booth area into the aisles. Demonstrations in booths must be designed to take place and keep audiences within the existing booth space to allow free access to the aisles.

PHOTOGRAPHY/VIDEOTAPING POLICY

Photographing or videotaping any exhibit booth other than one's own contracted booth, is strictly prohibited. An exhibit booth and/or product(s) may be photographed or videotaped only with the expressed permission of the contracted exhibitor of that booth.

PRIORITY POINT ACCRUAL

Each exhibitor will obtain Priority Points for their participation in NRF 2018. Please refer to the Priority Point Information sheet in the **General Exhibitor Information** section of this Service Manual to see how points are accrued.

SECURITY

NRF will provide 24-hour perimeter security beginning with the first day of move-in and continuing until the EXPO Hall is vacated. The National Retail Federation and the Jacob K. Javits Convention Center are not responsible for any loss of or damage to exhibitor property. Exhibitors are responsible for their equipment and property. All property of the exhibitor is understood to remain under his/her custody and control in transit to, within, and in transit from the confines of the EXPO Hall. Security guards will patrol the aisles and perimeters of the exhibit area, but the National Retail Federation, its vendors and contractors, and the Jacob K. Javits Convention Center cannot guarantee or protect the exhibitor against loss of any kind. Each party agrees to be responsible for its own property through insurance or self-insurance and shall hold harmless each of the other parties for any and all damage caused by theft and those perils normally covered by fire and extended coverage policy.

Exhibitors are reminded to practice common sense and do not leave the booth unattended, particularly during move-in and move-out and to inventory products regularly. Exhibitors are encouraged, if deemed necessary, to order additional security personnel via the order form located in the **Official Vendors** section of this Service Manual. If an item is stolen from your booth, please report the incident to the NRF and the Javits Center Security (the official Security Vendor for the Conference) immediately. NRF is not responsible for lost or stolen items. Please ensure that all your items are properly insured (refer to the outlined insurance policies).

SIGNS

No item can be posted on, tacked, nailed, screwed, or otherwise attached to the columns, walls, floor, ceiling, furniture or other property of the convention center. The cost of repairing damages inflicted by the exhibitor, its employees, contractors, or representatives to the convention center will be billed to and paid for by the exhibitor. *Please see the "Booth Construction" section of this document for the hanging sign regulations.

SOLICITATION/GRATUITIES

Solicitation of tips or special payments of any kind is strictly prohibited. Please report any attempts to solicit a gratuity within the convention center to NRF Show Management immediately.

SOUND RESTRICTIONS

Electrical and other mechanical apparatus must be maintained at level so that noise does not disturb neighboring exhibitors. Videotapes and films may be shown provided that screens and receivers are placed in the rear of inline booths and the center of island booths to eliminate noise and congestion in the aisles and provided that the sound is held at a level of 70-decibels. This

NRF[®] | 2018

RETAIL'S BIG SHOW

70-decibel sound level will be monitored closely by NRF Show Management. Written warnings will be issued in the event the Sound Restriction is not adhered to and the performance/display will be terminated after the issuance of three (3) written warnings.

THEATER DEMONSTRATIONS

Exhibitors planning a theater demonstration in the booth must submit a description of the demonstration and a diagram of the demonstration area to NRF Show Management by December 15, 2017. Exhibitors must adhere to the "Sound Restriction" guidelines (see above) and ensure the demonstration does not disturb the business being conducted in neighboring booths. Exhibitors must also adhere to the "Booth Construction Guidelines" (see above).

INTERPRETATION OF RULES – FINAL DECISION

NRF shall have full authority to interpret or amend rules, and its decision is final. All issues not addressed are subject to the decision of NRF. These rules and regulations have been formulated in the best interests of all exhibitors and NRF. Full cooperation will ensure a successful meeting for exhibitors and attendees. NRF reserves the right to base all decisions on the best interests of all concerned parties. All decisions are final.