

TORONTO GAME EXPO PARTICIPATION AGREEMENT

This Participation Agreement ("Agreement") is entered into between Toronto Game Expo, HQ Gaming Events Limited ("TGE"), and any individual, organization, business, exhibitor, sponsor, volunteer, media representative, content creator, workshop host, panelist, cosplay guest, cosplay star, artist, or other participant (collectively referred to as the "Participant") who applies for, attends, participates in, or conducts activities at Toronto Game Expo.

SECTION 1 – GENERAL TERMS (APPLIES TO ALL PARTICIPANTS)

Application Approval and Acceptance: Submission of an application, registration, proposal, sponsorship request, media request, volunteer application, or other participation request does not guarantee acceptance into Toronto Game Expo. Toronto Game Expo reserves the right to approve, deny, cancel, revoke, or decline any application or participation request at its sole discretion.

Rules and Regulations: Participant acknowledges receipt of and agrees to comply with all Toronto Game Expo rules, regulations, policies, procedures, instructions, and guidelines, including any future amendments or modifications issued by Toronto Game Expo.

Code of Conduct: Participants shall conduct themselves in a professional, respectful, and lawful manner. Harassment, discrimination, intimidation, threats, violence, or disruptive behavior directed toward attendees, exhibitors, volunteers, guests, sponsors, staff, contractors, venue personnel, or other participants may result in immediate removal from the event and revocation of credentials.

Right of Removal: Toronto Game Expo reserves the right to deny admission, revoke credentials, remove any participant, terminate participation, remove content, merchandise, displays, activities, or otherwise restrict participation if Toronto Game Expo determines, in its sole discretion, that such participation is unsafe, disruptive, inappropriate, misleading, offensive, illegal, or contrary to the interests of the event. Such action may occur without warning and without refund, credit, or compensation.

Release of Liability: Participant voluntarily assumes all risks associated with attending or participating in Toronto Game Expo, including but not limited to theft, loss, property damage, personal injury, illness, or death. Participant releases and forever discharges Toronto Game Expo, HQ Gaming Events Inc., its owners, officers, directors, employees, volunteers, contractors, venue operators, agents, and representatives from any and all liability arising from participation in the event.

Indemnification and Hold Harmless: Participant agrees to indemnify, defend, and hold harmless Toronto Game Expo, HQ Gaming Events Inc., its owners, officers, directors, employees, volunteers, contractors, venue operators, agents, and representatives from any and all claims, damages, losses, liabilities, costs, expenses, or actions arising from Participant's conduct, activities, negligence, or participation in the event.

Compliance with Laws: Participant agrees to comply with all applicable federal, provincial, municipal, venue, fire, health, safety, accessibility, consumer protection, licensing, and tax laws, regulations, ordinances, and requirements.

Family-Friendly Environment: Toronto Game Expo is a family-friendly event. Participants may not engage in conduct, displays, activities, or content deemed inappropriate for a family-oriented audience. Toronto Game Expo reserves the right to require modification or removal of any material or activity that does not comply with this standard.

Photography, Recording, and Media Release: Participant grants Toronto Game Expo and its representatives the unrestricted right to photograph, film, record, livestream, and otherwise capture Participant's likeness, voice, activities, displays, merchandise, booth, presentations, or participation during the event. Participant grants Toronto Game Expo the perpetual right to use such content for

promotional, marketing, advertising, archival, editorial, educational, and commercial purposes without compensation or further approval.

Force Majeure: Toronto Game Expo shall not be liable for any delay, interruption, modification, cancellation, postponement, or failure to perform its obligations due to causes beyond its reasonable control, including but not limited to severe weather, acts of God, fire, flood, labour disputes, government action, public health emergencies, terrorism, civil unrest, venue closure, transportation disruptions, utility failures, or other unforeseen circumstances.

Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the applicable laws of Canada. Any legal proceeding arising from or relating to this Agreement shall be brought exclusively in Ontario. If any provision of this Agreement is found invalid or unenforceable, the remaining provisions shall remain in full force and effect.

Attorney's Fees: In any action or proceeding arising out of or relating to this Agreement, the prevailing party shall be entitled to recover reasonable legal fees, court costs, and related expenses.

Modification of Agreement: Toronto Game Expo reserves the right to amend, update, modify, replace, or supplement this Agreement at any time. Continued participation in the event constitutes acceptance of any such modifications.

SECTION 2 – EXHIBITORS, ARTISTS, VENDORS, AND SPONSORS

Check-In and Setup: Participants must comply with all assigned load-in, setup, teardown, and move-out procedures. Toronto Game Expo may require credentials, badges, wristbands, or other identification for access to participant-only areas. Toronto Game Expo reserves the right to modify, relocate, or reconfigure booth, table, exhibit, sponsorship, and participation locations when necessary for operational, venue, sponsorship, safety, or event management purposes.

Failure to Occupy Space: Participants who fail to occupy assigned exhibit space by the designated opening time without prior written approval may forfeit their space. Toronto Game Expo reserves the right to reassign, resell, or otherwise utilize such space without refund or compensation.

Merchandise and Intellectual Property: Participants represent and warrant that all merchandise, artwork, products, collectibles, media, and materials displayed, promoted, distributed, or sold are legally owned or properly licensed. Counterfeit, pirated, stolen, illegal, or otherwise infringing merchandise is strictly prohibited. Toronto Game Expo reserves the right to require the immediate removal of any merchandise, display, product, or promotional material that violates this Agreement.

Age-Restricted Merchandise: Age-restricted (18+) merchandise must not be openly visible to the general public. Valid government-issued identification must be verified before such merchandise may be viewed or purchased.

Assignment and Transfers: Participants may not assign, transfer, sell, sublicense, share, or otherwise convey tables, booths, sponsorships, credentials, or participation rights without prior written approval from Toronto Game Expo. Unauthorized transfers may result in cancellation of participation without refund.

Payments and Refunds: All registrations are final and non-transferable. Cancellation requests received at least sixty (60) days prior to the first day of the event may, at the sole discretion of Toronto Game Expo, be approved for a refund of the exhibitor registration fee. Event service fees, payment processing fees, and any other third-party charges are non-refundable. Cancellation requests received fewer than sixty (60) days prior to the first day of the event are not eligible for a refund. Any approved refund must be authorized in writing by Toronto Game Expo. Toronto Game Expo reserves the right to make exceptions to this policy at its sole discretion, and any exception granted shall not establish a precedent for future requests.

Sponsorship Benefits: Sponsorship benefits, placement, activations, signage locations,

advertising opportunities, promotional inclusions, and other sponsor benefits are subject to venue requirements, operational considerations, production timelines, and event needs. Toronto Game Expo reserves the right to modify sponsorship benefits, locations, or activations when reasonably necessary, provided substantially equivalent value is maintained where practical.

Property and Insurance: Toronto Game Expo does not provide insurance coverage for participants, merchandise, displays, equipment, inventory, vehicles, or other property. Participants assume full responsibility for securing and insuring their property.

Booth and Space Requirements: Participants must remain within their assigned space and may not block aisles, exits, neighboring spaces, emergency routes, or venue infrastructure. Participants may not expand beyond their assigned space without prior written approval from Toronto Game Expo. Toronto Game Expo reserves the right to limit the number of personnel permitted within any exhibit space. All electrical equipment, extension cords, power bars, lighting, displays, and electronic devices must be maintained in safe working condition and comply with applicable venue, electrical, and fire safety requirements. Toronto Game Expo reserves the right to require removal or disconnection of unsafe equipment. No signs, banners, displays, tape, adhesives, nails, screws, or other materials may be attached to venue property without prior written approval.

SECTION 3 – WORKSHOP HOSTS AND PANEL PARTICIPANTS

Content Standards: All workshop and panel content must be appropriate for a general audience and consistent with the values and standards of Toronto Game Expo.

Attendance and Punctuality: Participants are responsible for arriving on time and being prepared for their scheduled session.

Programming Changes: Toronto Game Expo reserves the right to modify, relocate, reschedule, combine, shorten, or cancel any workshop or panel at its sole discretion.

Technical Limitations: Toronto Game Expo will make reasonable efforts to accommodate approved technical requests but does not guarantee equipment availability or functionality.

SECTION 4 – VOLUNTEERS

Volunteer Status: Volunteer positions are unpaid and do not create any employment relationship with Toronto Game Expo or HQ Gaming Events Inc.

Volunteer Duties: Volunteer assignments, schedules, responsibilities, and locations may be modified at any time.

Conduct Requirements: Volunteers must follow instructions provided by Toronto Game Expo staff and conduct themselves in a professional and respectful manner.

SECTION 5 – MEDIA AND CONTENT CREATORS

Credential Use: Media and content creator credentials remain the property of Toronto Game Expo and may be revoked at any time.

Restricted Areas: Access to backstage, staff-only, storage, guest, or restricted areas is prohibited unless specifically authorized.

Conduct Standards: Participants may not harass attendees, exhibitors, guests, volunteers, staff, or other participants and must comply with all event media policies.

SECTION 6 – COSPLAY GUESTS, COSPLAY STARS, SPECIAL GUESTS, AND FEATURED TALENT

Scheduling: Appearances, activities, panels, signings, judging responsibilities, and promotional commitments are subject to change.

Promotional Rights: Toronto Game Expo may use approved photographs, biographies, likenesses, and promotional materials provided by participants for marketing and promotional purposes.

Participation Expectations: Failure to attend scheduled appearances or fulfill agreed-upon obligations may impact eligibility for future participation.

ACKNOWLEDGEMENT

By submitting an application, registering, purchasing space, accepting credentials, volunteering, attending as approved media, participating in programming, or otherwise participating in Toronto Game Expo, Participant acknowledges that they have read, understood, and agreed to this Participation Agreement.