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

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 Limited, 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 Limited, 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

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. Participants must confirm their assigned location with Toronto Game Expo before beginning setup and must comply promptly with any relocation or reconfiguration instructions issued by authorized Toronto Game Expo staff.

Floor Plans, Placement, and Relocation — No Guaranteed Location or Compensation: All floor plans, maps, table and booth numbers, placement assignments, and location selections are provisional and subject to change, including after they have been published, released, selected, confirmed, or communicated to the Participant. Toronto Game Expo reserves the right, at its sole discretion, to relocate, renumber, rotate, or reconfigure any table, booth, exhibit, sponsorship space, or other participation area, and to revise the surrounding floor layout, at any time before or during the event, including during load-in and setup and after a Participant has begun or completed setup. Such changes do not require the Participant’s prior approval and may occur without advance notice.

No specific location, orientation, entrance proximity, aisle position, corner position, neighbouring participant, surrounding activation, visibility, or level of foot traffic is guaranteed. Sponsorship placement priority or location selection applies only to the spaces available within Toronto Game Expo’s established floor plan at the time of selection and does not make a selected location permanent or exempt it from subsequent changes. Toronto Game Expo will make reasonable efforts to manage placement changes and minimize disruption; these efforts do not constitute a placement guarantee.

To the fullest extent permitted by applicable law, the Participant accepts the possibility of these changes as a condition of participation and agrees that a change in location, orientation, numbering, or surrounding layout does not, by itself, constitute a breach of this Agreement or entitle the Participant to cancel participation, withhold payment, or receive any refund, credit, discount, reimbursement, damages, or other compensation. This exclusion includes claims for reduced visibility, reduced foot traffic, lost sales or profits, additional setup or relocation costs, inconvenience, or dissatisfaction with the revised placement. The Participant waives claims against Toronto Game Expo and HQ Gaming Events Limited arising solely from such changes. This provision applies to all exhibitors, artists, vendors, and sponsors and, in relation to placement and relocation, prevails over inconsistent wording elsewhere in this Agreement, including the Sponsorship Benefits provision.

Booth Activities and Organizer Approval: Acceptance of an application, payment, booth allocation, or sponsorship purchase does not constitute unrestricted approval of all activities conducted within an exhibit space. Participants may conduct ordinary sales and promotional activities consistent with their application, subject to this Agreement. Toronto Game Expo reserves the right to review booth activities before or during the event and to impose reasonable conditions, require modifications, or prohibit or discontinue an activity where reasonably necessary to protect safety, accessibility, event

operations, neighbouring participants, official programming, or designated exclusive offerings. This authority applies whether or not the activity was described in the Participant's application. Where practical, Toronto Game Expo will explain the concern and provide an opportunity to modify the activity before requiring it to cease. Immediate suspension may be required where the circumstances warrant.

Photography and Activities Requiring Approval: Staffed photography stations, photo booths, photography services, and organized attendee photography experiences require advance written approval from Toronto Game Expo, whether complimentary, paid, promotional, or operated by a third party. Incidental personal photography and ordinary documentation of a Participant's own booth do not require separate approval. Approval may be declined or made subject to reasonable conditions concerning location, equipment, queues, solicitation, branding, attendee consent, and interference with official programming or designated exclusive offerings. Independent photographers may not imply that they represent Toronto Game Expo or its official photography programming.

Compliance with Activity Directions: Participants must comply promptly with reasonable directions issued under the booth activity provisions of this Agreement, including directions to pause, modify, relocate within their assigned space, or discontinue an activity. Failure to comply may result in further restrictions or termination of participation under Section 1 and the noncompliance provisions of Section 2.

Participant Personnel and Contractors: Participants are responsible for ensuring that their employees, contractors, photographers, representatives, and other personnel working within or on behalf of their booth comply with this Agreement and event instructions. Engaging a third party does not exempt an activity from approval requirements or confer official Toronto Game Expo status on that party.

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 and purchases are final and non-transferable. Cancellation or refund requests must be received in writing at least sixty (60) days before the first day of the event to be considered. Any refund is at the sole discretion of Toronto Game Expo. No refunds will be issued for requests received fewer than sixty (60) days before the first day of the event. This applies to all payments, including, without limitation, tables, booths, exhibitor and artist registrations, sponsorships, early load-in, additional badges or passes, rentals, upgrades, add-ons, and any other event-related products or services purchased through Toronto Game Expo. Purchases made within this sixty-day period are also non-refundable. Choosing not to use a purchased product, service, or benefit does not entitle the purchaser to a refund or credit. Event service fees, payment processing fees, and third-party charges are non-refundable at all times. Any approved refund or exception must be authorized in writing by Toronto Game Expo. Exceptions are at Toronto Game Expo's sole discretion and do not establish a precedent for future requests. This policy is subject to applicable law.

Noncompliance and Termination: Where a Participant materially breaches this Agreement, repeatedly violates event rules, or refuses to comply with a reasonable direction issued under this Agreement, Toronto Game Expo may restrict or discontinue activities, revoke credentials, or terminate participation. Where reasonably practical, the Participant will be notified of the breach and given an opportunity to correct it. Immediate action may be taken where necessary to address safety concerns, serious misconduct, or material disruption. Where restrictions or termination result from such noncompliance, all booth, registration, sponsorship, and other participation fees already paid will be forfeited and retained by Toronto Game Expo, with no entitlement to a full or partial refund, credit, or compensation, except as required by applicable law. A Participant's decision to withdraw rather than comply with a reasonable direction enforcing this Agreement does not create an entitlement to a refund. Any exception must be expressly authorized in writing by Toronto Game Expo.

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. Sponsorship purchase does not independently authorize a booth activity or activation. Any activity approval requirements apply equally to sponsors unless otherwise expressly agreed in writing.

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. Activities, equipment, and displays must remain within the assigned exhibit space unless otherwise approved. Associated queues may extend beyond the exhibit space where permitted by event staff, provided they are managed to maintain accessibility and do not obstruct neighbouring booths, entrances, exits, or emergency routes. Toronto Game Expo may direct changes to queue arrangements as reasonably necessary.

SECTION 3

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

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

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

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

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.