



UBERCON

The Ultimate Gaming Experience!

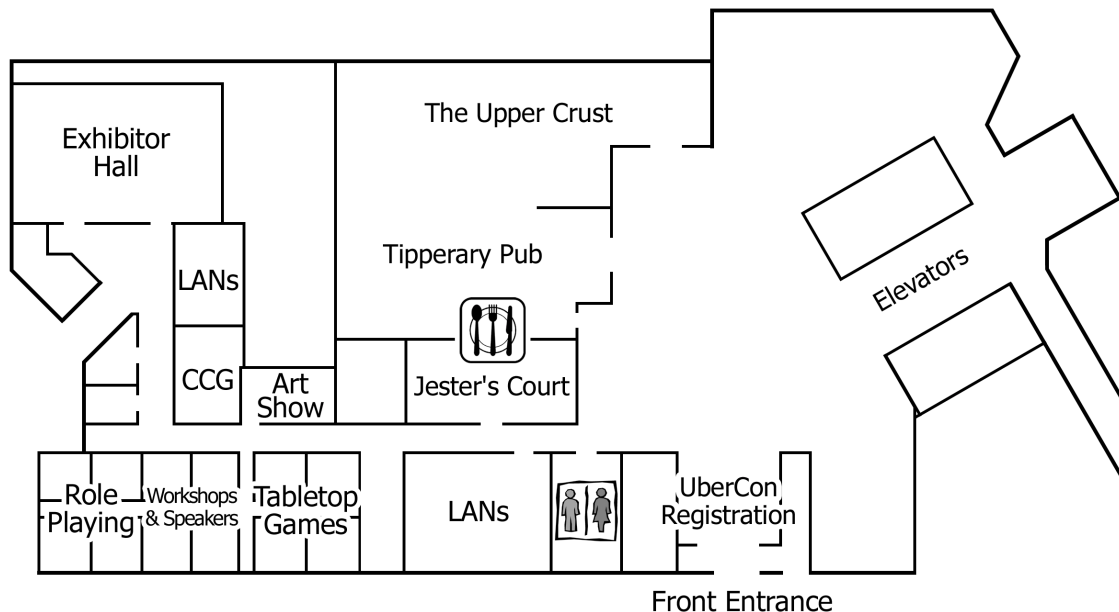
February 14-17, 2003 | NYC Metro Area

Exhibitor's Guide



www.UberCon.com

UberCon Floorplan



Deadlines & Schedule

Dates & Deadlines

Exhibitor Booth Payment Deadline	December 15, 2002
Exhibitor Booth Cancellation Deadline	December 15, 2002
Event Submission Deadline	January 15, 2003
Prize Submission	January 15, 2003
Promotional Bag Item Submission	December 15, 2002
Souvenir Program Ad Submission Deadline	November 15, 2002

Convention Schedule

Booth Setup:	Friday, February 14	12 noon – 4 p.m.
Exhibit Hall Hours:	Friday, February 14	4 p.m. – 9 p.m.
	Saturday, February 15	9 a.m. – 9 p.m.
	Sunday, February 16	9 a.m. – 9 p.m.
	Monday, February 17	9 a.m. – 4 p.m.
(Exhibit Hall opens at 8 a.m. for those with exhibitor's passes)		
Show Breakdown:	Monday, February 17	Begins at 4 p.m.

UberCon Contacts

The UberCon Team is here to assist you!

Postal Mail

UberCon, LLC
PO BOX 712
Hartsdale, NY 10530

Phone/Fax

(866) UBERCON Voice
(914) 969-5792 Fax

Online

www.UberCon.com
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Online Exhibitor Information and Downloads

www.UberCon.com has a section devoted to Exhibitors, Advertisers and Sponsors. Visit the website for even more information, downloads of all Forms, and online registration for UberCon attendees.

Exhibitor's Guide

Welcome to UberCon February 2003

We believe that a successful convention allows gaming customers to interact with the designers, manufacturers, and dealers of the products they love (or will love!) and to participate in high quality classic and state-of-the-art competitions. UberCon is carefully designed and situated to draw a large, diverse clientele to an event that no dedicated gamer will want to miss. Creativity and quality make a winning show case for your products:



A Dynamite Location - The Sheraton Parsippany Hotel is a beautiful, castle-like facility ideally situated for gamers in the NYC/NJ/CT area and a short drive from Philadelphia, Boston, and Baltimore/Washington. The Sheraton Parsippany Hotel is a AAA 3-Diamond property with 30,000 square feet devoted to UberCon's activities.

Easy Access - Plenty of parking at the convention site, easy access along THREE major highways (280, 80, 287), very easy access to/from New York City, and a short drive from Philadelphia, Boston, and Baltimore/Washington.

Ten Thousand Square Feet of exhibit space in the Sheraton's stunning Grand Ballroom provides a spacious and elegant setting for consumer-exhibitor interaction.

T1 Internet Access is available in exhibitor booths and in our LAN gaming rooms for the ultimate "net competition"!

An Unprecedented LAN Gaming Environment including 100 networked computers managed by an expert team of professionals drawn from a leading Fortune 500 company.

Incredibly Diverse Offerings expand our market potential as UberCon provides a full three-day weekend of activities designed to appeal to a wide range of ages and interests. Imagine three full days geared to those interested in all aspects of gaming from miniatures and CCGs, to LAN, internet, and console competition, as well as those who enjoy LARP, RPG, and classic war games, offered in both tournament and pick-up game scheduling. Programs also include miniature creation activities and a juried art competition and exhibit for comic and fantasy artists judged by a panel chaired by Guest Artists Phil and Kaja Foglio.

How can we do this? We are experienced. Our core team includes the designers, coders, and staff of one of the best, biggest and longest played MUDs out there. The team includes dozens of individuals who have a passion for several genres of gaming, with many having played for years - even decades! Our team is composed of mature adults working daily as professional designers and developers, data center managers, educators, and at jobs requiring background in accounting, law, and marketing, AND a fleet of young, imaginative, energetic people just at the beginning of their careers.

We're prepared for planned growth in the future—We have now completed the considerable body of legal, accounting, financial, and business planning that provides a solid foundation for our current needs and for expansion. Two additional UberCon conventions will be held in the United States in 2003 and we're already planning for Sydney, Australia and the United Kingdom in 2004. Our well-established team and the framework already in place for UberCon NYC will provide continuity and a common thread as we expand to serve the gaming community.

Convention Location

UberCon games, events, and exhibits will span over 30,000 square feet of convention space in the beautiful **Sheraton Parsippany Hotel** in Parsippany, NJ.

The Sheraton, a AAA 3 Diamond property, provides the perfect setting for the inaugural UberCon Gaming Convention. The property features a medieval-themed exterior, with well-appointed guest rooms and beautiful convention space.

The location is just 25 miles west of the Newark International Airport in the New York metro area. The Parsippany location provides the excitement and central location of New York without the hassles and price.

The hotel features 370 rooms and suites with high speed internet access available in select guest and meeting rooms. We have negotiated a discounted room rate of \$89/night for UberCon exhibitors and attendees (up to quad-occupancy!).

The Sheraton is located near the intersection of Interstates 80, 280 & 287. For directions, maps, and other information, refer to www.Ubercon.com.



Exhibit Hall

UberBooths

The February '03 UberCon Exhibit Hall will be located in a 10,000 sq. ft. ballroom and will house 60 exhibitor booths. Booths are available to gaming manufacturers, distributors and retailers as well as clubs and organizations involved with gaming.

Included within the price of each booth are:

- two UberCon Exhibitor Passes for the entire weekend
- the opportunity to have close contact with a self-selected group of consumers who are passionate about games

There are three booth options: Standard Booth (7' x 10'), UberBooth (end booth), and UberIsland (Double UberBooth).

Refer to the UberCon Booth Application for pricing and other details.

Booth Selection

For standard booths, placement will be determined by the UberCon Event Management Team. UberBooths are near the entrances of the Exhibit Hall, and placement is selected by the exhibitor on a first-come, first-served basis (determined by date on receipt of payment).

UberRoom Rental

Although the Exhibit Hall booth will put you in the middle of the action, there is an advantage to having your own room at your disposal:

- Rooms are 13' x 20
- Run games in your room
- Privacy away from the other Exhibitors
- You decorate the room to suit your needs (within hotel guidelines)

Exhibitor Rooms are located on the 2nd floor near the Mezzanine Ballroom. For more information, please contact UberCon Event Management at EventMgmt@ubercon.com or call (866) UBERCON.

Event Decorator

The UberCon Decorator is International Exposition & Meeting Services, Inc.. The decorator will forward to each exhibitor an Exhibitor Kit. Each packet will contain all of the information and order forms required to set up a successful exhibit, including electrical, telephone & audiovisual options. Order forms, payment, and questions should be directed to the decorator:

International Exposition & Meeting Services, Inc.
540 Nepperhan Avenue, Yonkers, NY 10701
(914) 969-3000 (914) 969-0811 (fax)

Advertising & Sponsorship

UberCon Souvenir Program

The UberCon program, with original full-color cover art created specifically for us by renowned sci-fi/fantasy artist Phil Foglio, will be a visually satisfying souvenir. Our goal is to provide a convenient, easy-to-use guide to the convention with important information presented in elegant simplicity so that the advertisements of our supporters are the "stars of the show."

Bigger isn't necessarily better. We will also be limiting the amount of advertising space that will be available so that your ad is an interesting and welcome diversion, not an irritation that obscures the factual information attendees need as they rush to find a session before it begins. With a projected run of 10,000 units, many distributed in advance, as promotional literature, and at the convention, your ad will have "legs" making the Ubercon program a truly effective vehicle for your message.

See the Advertising Form included in this kit for pricing, color and size options, and submission criteria.

On-Site Advertising Space

A limited number of exhibitors may also purchase advertising space in the gaming rooms themselves. Reserve wall space to promote a new product, advertise a club or retail store, or simply to increase visibility. For more information about this exciting new option, please see the enclosed Advertising Form.

Advertising & Sponsorship (cont'd)

Other Advertising Options

- For impact before and during the event, advertise on www.UberCon.com. Banner ads are available and appear at the top of every page. Page sponsorships are also available (sponsor the Collectable Card Gaming section, for instance). UberCon.com will be used heavily by attendees for registration and planning of their UberCon weekend.
- A Promotional Gift Bag will be provided to all attendees upon check-in. Exhibitor logos (large and small sizes available) will appear on the bag.
- The UberUpdate will be published each day to communicate changes and additions and as a "Quick Guide" to daily events, making it another focused method of reaching your target audience.
- 'Mini-Maps' will be available to all attendees

For pricing and more information, please refer to the Advertising Form included in this kit.

Indirect Event Sponsorship (Prizes)

Contributing games, equipment, or other materials to the UberCon Prize Closet is another excellent means of gaining exposure. Event prizes will be listed in the UberCon.com online schedule, and the prizes themselves will provide incentive for attendees to participate in events. See the Prize Submission form for information on submission of prizes. Deadline for receipt of prizes is January 15, 2003.

Promotional Bag

The UberCon Promotional Bag will be provided to all attendees upon check-in. Advertisements will be printed on one side (see Advertising Form), and the bag will be full of plenty of goodies supplied by Ubercon, exhibitors and advertisers. This is an excellent opportunity to promote your organization to all attendees!

See the Promo Bag Submission form for information on submission.

Convention Sponsorship

UberCon sponsorship provides maximum exposure for your company. Every exhibitor should consider an UberCon Sponsorship. Packages include popular UberCon options, plus exclusives that are only possible through sponsorship. Refer to the Sponsorship Form included in this kit for pricing and to apply.

Bronze Sponsorship

- One Basic Exhibitor Booth
- One Color ¼ Page Internal Ad in the UberCon Souvenir Program Book
- One Small Logo on UberCon's Gift Bag
- One additional Full Event Pass

Silver Sponsorship

- One UberBooth
- One Color ½ Page Internal Ad in the UberCon Souvenir Program Book
- One Large Logo on UberCon's Gift Bag
- Two Additional Full Event Passes
- One Main Hallway Banner OR One Website Page Sponsorship

Gold Sponsorship

- One UberIsland Booth
- One Color Full Page Internal Ad in the UberCon Souvenir Program Book
- One Large Logo on UberCon's Gift Bag
- Four Additional Full Event Passes

- One Standard Web Banner on www.UberCon.com
- One "Daily Program" Advertisement for the entire event

Platinum Sponsorship

- One UberRoom, 1500 sq.ft. conference room
- Company Logo and Name in all UberCon print advertisements & flyers
- Company Logo and Name on home page of www.UberCon.com
- One Standard Web Banner on www.UberCon.com
- Two Color Internal 2-Page ads in the UberCon Souvenir Program Book
- Color Front Inside Cover in the UberCon Souvenir Program Book
- Extra-Large Logo on UberCon's Gift Bag
- One "Daily Program" Advertisement for the entire event
- One Mini-Map Logo
- Eight Additional Full Event Passes
- Two Main Hallway Banners
- One UberCon Volunteer on call during all exhibitor hours
- Co-Sponsorship of the UberCon Event

Event Security

Event Security

The UberCon Security Team includes individuals with professional security experience, who are donating their time to help the event be a safe environment for everyone. UberCon will be responsible for keeping order via uniformed and undercover security personnel during all hours of the convention. However, UberCon is not responsible for loss, so please arrange your exhibit to discourage shoplifting. Event Management strongly encourages all exhibitors to take reasonable precautions to prevent theft and damages. If an incident occurs, please inform Event Management at the closest UberCon Desk immediately.

Dates & Convention Schedule

Booth Reservation

Exhibitor Payment Deadline	December 15, 2002
Exhibitor Cancellation Deadline	December 15, 2002
Event Submission Deadline (events submitted after Nov. 15 th will not appear in the Program book but will be included on the daily programs)	January 15, 2003

Prize Submission

Prize Submission	January 15, 2003
Promotional Bag Item Submission	December 15, 2002

Advertisement Deadlines

Souvenir Program Book Submission Deadline	November 15, 2002
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Convention Schedule

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Valentine's Day with Vladimir

UberCon NYC is scheduled for February 14-17—the Valentine's AND Presidents' Day weekend, so think outside the box and consider using the season as a hook. Adhere YOUR label to commercially pre-packaged Valentine candy to be included in the UberCon Promotional Bag, feature Honest Abe or George Washington in your UberUpdate ad, or think ahead and do a Presidential parody for your Program ad. Check with our advertising department for other creative advertising ideas!



Rules & Regulations

1. Eligible Exhibits

Exhibits will be limited to those companies or other entities offering materials, products, or services which, in the judgment of UBERCON, will enhance the Convention. All organizations, companies, or individuals selling or promoting products or services at UBERCON must rent exhibit space and confine activities to the space so rented. Exceptions to this requirement must be obtained in writing prior to the start of the Convention. Included in the rental of each table are those items identified in the Exhibitor Guide. Additional equipment, materials or services needed or used in the display area are solely the responsibility of the Exhibitors and should be arranged with the Convention decorating services firm listed in the Exhibitor Handbook.

UBERCON reserves the right to determine the suitability of any product for display. Only the sign of the Exhibitor whose name appears upon the face of this Contract may be placed on the Booth or in the printed list of Exhibitors of the Convention. No display or advertising will be allowed to extend beyond the Space allotted to Exhibitor, or above the back and side rails.

Exhibitor's Exhibit shall be admitted and shall remain from day to day solely on strict compliance with the Rules set forth herein. UBERCON reserves the right to reject, eject, or prohibit any Exhibit in whole or in part, or Exhibitor upon the UBERCON's good faith determination that the same is not in accordance with the Rules.

The gratuitous use of profanity and symbols considered vulgar by contemporary standards of a product's target market is not acceptable unless integral to a character or story and may not be advertised, displayed, or sold at the sole discretion of the UBERCON Event Management.

Products depicting lurid scenes of excessive bloodshed, gory or gruesome crimes, depravity, lust, filth, sadism, or masochism, presented editorially or graphically, are unacceptable. Products featuring depictions of unnecessary violence, extreme brutality, physical agony, and gore, including but not limited to extremely graphic or descriptive scenes presenting cannibalism, decapitation, evisceration, amputation, or other gory injuries, may not be advertised, displayed, or sold.

Displays containing items and/or sexual themes are not permitted. Products depicting rape and graphic lust may not be advertised or sold. Products featuring sexual perversion and sexual abnormalities are unacceptable for advertising, display, or sale.

Displays or advertising containing nudity are not acceptable. Degrading or salacious displays are unacceptable. Explicit depiction or facsimiles of reproductive organs are not permitted.

Advertising or selling items containing disparaging graphic or editorial references to physical afflictions, handicaps, or deformities are not permitted.

Advertising or selling products that depict minority races and nationalities as inferior to other races is not permitted.

Actual current religions are not to be depicted, ridiculed, or attacked in any way that promotes disrespect. Ancient or mythological religions, such as those prevalent in ancient Grecian, Roman, and Norse societies, may be portrayed in their historic roles. Satanic symbols, rituals, and phrases are not permitted in any advertisements or displays.

Actual rituals (spells, incantations, sacrifices, etc.), weapon designs, illegal devices, and other activities of a criminal or distasteful nature may not be presented in advertisements or displays.

Additions of any kind should not be presented as glamorous or entertaining pastimes. Addiction or the encouragement of addiction should be shown as a dangerous habit with harmful effects.

Exhibitors and Advertisers may not use the word "you" in advertising to suggest that the users of any game system are actually taking part in the adventure. It must always be clear that a player's imaginary character is taking part in whatever imaginary action happens during game play.

Exhibitors will not engage in live action gaming activities that pose any potential injury to participants or bystanders.

No self-adhesive decals or helium balloons are permitted without prior consent from UBERCON. Exhibitors, their agents, or employees, may not affix promotional materials to the UBERCON site buildings, and Exhibitors are not permitted to distribute materials that encourage the public to affix such materials to the site buildings.

Handbill distribution is permitted only from the Exhibition Booth or at Exhibition sponsored events. No materials may be posted on convention walls, fixtures, or furniture unless space has been previously arranged with UBERCON Event Management. Violators will be responsible for all fees and damages incurred for the removal of such postings.

Exhibitors are not permitted to serve or sell food or beverages at their booths.

UBERCON reserves the right to require the alteration or removal of any article or activity in the Exhibition area that is deemed objectionable in nature, and UBERCON shall not be held liable for such loss, damage or injury resulting from alteration, omission, or rejection of said material or services. Exhibitors will be given a reasonable time in which to make any changes required by UBERCON, and may withdraw any altered material or services which Exhibitor finds unacceptable.

UBERCON reserves the right of editorial discretion over any material submitted as UBERCON program advertising that fails to comply with this agreement.

2. Limitation of Liability. UBERCON shall not be responsible for loss or damage to displays or goods belonging to Exhibitor, whether resulting from fire, storms, acts of God, air conditioning or heating failure, theft, pilferage, mysterious disappearance, bomb threats or other causes. Such items are brought to the Convention and displayed at Exhibitor's own risk, and should be safeguarded at all times and covered by Exhibitor's own insurance as necessary.

Notwithstanding any other provision of this Agreement, under no circumstance shall UBERCON's liability to Exhibitor arising under this Agreement or related hereto exceed amounts paid as Space Rental by Exhibitor hereunder.

Rules & Regulations (cont'd)

The Exhibitor agrees that UBERCON shall not be responsible in the event of any errors or omissions in the listing of the Exhibitor in the Convention's Official Directory and in any promotional material or electronic system.

Exhibitors are fully responsible for any loss, damage, or injury to the convention-site owners or its personnel resulting from exhibitors' displays or actions. Exhibitors are fully responsible for any loss, damage, or injury to UBERCON attendees resulting from exhibitors' displays or actions.

3. Default in Occupancy. If Exhibition Space is not occupied by the time set for completion of installation of displays, such Space may be possessed by UBERCON for such purposes as it may see fit. In the event that the Exhibitor fails to occupy his or her space, UBERCON has the right to use said unoccupied space at its discretion, including but not limited to renting said space to another Exhibitor, without rebate or allowance to the defaulting Exhibitor. Exhibitor agrees that if any default is made in any covenant or agreement contained herein, at the option of UBERCON, the contractual relationship shall cease and terminate. UBERCON assumes no responsibility for having included the name of the defaulting Exhibitor or description of its products or services in the UBERCON program book, brochures, promotional materials, news or press releases, materials, and all applicants hereby irrevocably grant UBERCON the right to use their name or describe their products or services in said materials.

4. Subleasing. Exhibitor shall not sublet Exhibitor's Space, or any part thereof. Exhibitor may not exhibit, give as a premium, or advertise articles not approved by UBERCON, except where such articles are required for the proper demonstration or operation of Exhibitor's display, in which case identification of such articles shall be limited to the regular nameplate, imprint, or other identification of such items. Rulings of UBERCON shall in all instances be final with regard to use of any Exhibit Space. Exhibitor will not display any items not specified in this agreement and Exhibitor will permit only authorized representatives of the Exhibitor to work in Exhibitor's Booth.

5. Damage to Property. Exhibitor is liable for any damage caused to building floors, walls or columns, or to standard Booth equipment, or to other Exhibitors' property. Exhibitor may not apply paint, lacquer, adhesives, tapes or other coating to building columns, walls, ceilings or floors or to standard Booth equipment. Exhibitor will shall indemnify, defend, save and hold harmless UBERCON against any and all suits or claims for such damage.

6. Special Services. Electricity, gas, water, and other utilities, as well as other special services requested by Exhibitor may be provided at the discretion of UBERCON. Such services will be provided only if paid for as required by Exhibitor and only in conformity with applicable laws, regulations and insurance requirements, including any regulations and insurance requirements, including any regulations and insurance requirements specified by UBERCON and/or the Convention's venue.

7. Booth Representatives. Booth representatives shall be restricted to Exhibitor's employees and authorized representatives. Booth representatives shall wear badge identification furnished by UBERCON at all times. UBERCON may limit the number of Booth representatives at any time. All Booths of Exhibitors must be staffed by the Exhibitors during all open Convention hours.

8. Electrical Safety. All wiring on displays or display fixtures must conform to the applicable standards established by law, including fire inspection standards of local authorities and insurance requirements. All display wiring must exhibit any seal required by local authorities.

9. Safety and Fire Laws. All applicable fire and safety laws and regulations must be strictly observed by Exhibitor. Cloth must be flameproof. Wiring must comply with local Fire Department and Underwriters Laboratories' Rules. Smoking on the Convention floor is forbidden at all times. Crowding will be restricted, and aisles and fire exits must not be blocked by exhibits. No decorations of paper, pine boughs, leafy decorations, tree branches or other combustible material are allowed. No storage behind Exhibits is provided or permitted.

10. Decoration. UBERCON shall have full discretion and authority in the placing, arrangement, and appearance of all items displayed by Exhibitor, and may require the replacing, rearrangement, or redecorating of any items or of any Booth, and no liability shall attach to UBERCON for costs that may devolve upon Exhibitor thereby. An Exhibitor building special background or side dividers must make certain that the surfaces of such dividers are finished in such a manner as not to be unsightly to Exhibitors in adjoining Booths (no logos, no graphics), and are in accordance with dimensional display limitations for that Booth as specified in the Exhibitor's Manual. Exhibitors must move into their assigned space during the set up period specified in the Exhibitor's Manual. If such surfaces remain unfinished at 3:00 p.m. of the day before the opening day of the Convention, UBERCON shall authorize the official decorator to effect the necessary finishing, and Exhibitor must pay all charges involved thereby. In addition, if setup on the Exhibitor's display has not been started by 3:00 p.m. of the day before the opening day of the Convention, UBERCON reserves the right to have such displays installed at Exhibitor's expense. All Exhibits must be ready one hour before for the opening hour of the Convention. UBERCON will not allow any noise or moving of Exhibits after this time. No Exhibit may be built or erected to exceed the dimensional limitations set forth in the Exhibitors' Manual. If Exhibitor's Booth exceeds the dimensional limitations, Exhibitor will be required at its own expense to alter the display(s) in order to conform with those regulations.

11. Sound Level. Mechanical or electrical devices which produce sound must be operated so as not to prove disturbing to other Exhibitors. UBERCON reserves the exclusive right to determine the acceptable sound level in all such instances, and Exhibitor agrees to be bound by UBERCON's determination. Any Exhibitor who fails to regulate such apparatus upon a determination of non-compliance by UBERCON will be removed from the Exhibit Area.

12. Lotteries/Contests. UBERCON prohibits the sales and/or use of games of chance. Games of chance are defined as games where a fee is paid specifically for the opportunity to receive an item of interest or value. This includes all dice, draw, wheels, machines, and grab bags. Violators will be issued a warning to cease such activities after which further violation may result in removal from the convention.

Games of chance are permitted only as a *free* promotion or giveaway. Under state law raffles are illegal unless they involve an element of skill. In other words, you can't give every customer a ticket for a chance to win a prize, unless there is some element of skill involved with each ticket, such as answering a question correctly. Even something like guessing the number of dice in a jar counts as an element of skill. If you have any questions

Rules & Regulations (cont'd)

about a potential raffle that you are contemplating, please contact UBERCON Event Management to confirm if it is allowable under state law. Illegal raffles will not be permitted at the Convention.

13. Personnel and Attire. UBERCON reserves the exclusive right to determine whether the character and/or attire of Exhibitor's Booth representatives is acceptable and in keeping with the best interests of the Convention. Advertising, wearing, and selling costumes is permitted if they are in good taste (measured by contemporary standards/values). All twentieth century costumes or uniforms are prohibited from the convention. Uniforms of those currently on active duty in the military are exempt, assuming they are properly attired. No one may carry weapons or replicas. Weapons for sale must be inoperable and/or locked.

Attendees and exhibitors are expressly prohibited from carrying weapons and weapon replicas.

Weapons purchased in the Exhibit Hall must be safely contained or packaged by the seller, and the purchaser must remove purchased weapons from the convention to a safe location (hotel room or vehicle) at the soonest possible opportunity.

14. Exhibitor Conduct. The distribution of any articles that interferes with the activities or obstructs access to neighboring Booths, or that impedes aisles, is prohibited.

Exhibitor shall conduct and operate its Exhibit so as not to annoy, endanger or interfere with the rights of other Exhibitors and visitors. Any practice resulting in complaints from any other Exhibitor or any visitor which, in the sole opinion of UBERCON, interferes with the right of others or exposes them to annoyance or danger, may be prohibited by UBERCON. Exhibitor's authorized personnel will conduct business only within the confines of Exhibitor's Booth.

15. Obstruction of Aisles or Booths. Any demonstration or activity that results in obstruction of aisles or prevents ready access to nearby Exhibitors' Booths shall be suspended for any periods specified by UBERCON. Exhibitors may not conduct activity of any kind that leads to congestion of aisle traffic. Demonstrations and all other activities shall be confined to the limits of the Exhibitor's Booth. All exhibit features and components exceeding 12 feet in height must have drawings available for inspection by UBERCON, the installation and dismantling contractor and government authority during the time that the exhibit is being erected, exhibited and dismantled at the Convention site.

16. Admission. UBERCON shall have sole control over admission policies at all times. UBERCON will arrange for personnel to control access to the Exhibit Hall, but is not responsible for any injury to exhibitors' agents, servants, employees, or damage to or theft of property from any cause prior to, during, or subsequent to UBERCON.

17. Employment Exhibits. Exhibits for the purpose of soliciting prospective employees, and employee-recruiting activity of any kind are specifically prohibited.

18. Termination of Exhibition. In the event that the premises in which the Convention is or is to be conducted shall become, in the sole discretion of UBERCON, unfit for occupancy, or in the event the holding of the Convention or the performance of UBERCON under this Agreement are substantially or materially interfered with by virtue of any cause or causes not reasonably within the control of UBERCON, said Contract and/or the Convention (or any part thereof) may be terminated by UBERCON. UBERCON shall not be responsible for delays, damage, loss, increased costs or the unfavorable conditions arising by virtue of cause or causes not reasonably within the control of UBERCON. If UBERCON terminates said Contract and/or the Convention (or any part thereof), then UBERCON may retain such part of an Exhibitor's space rental fee as shall be required to recompense it for expenses incurred up to the time such contingency shall have occurred, and there shall be no further liability on the part of either party. For purposes hereof, the phrase "cause or causes not reasonably within the control of UBERCON" shall include, but are not limited to: fire; casualty; flood; epidemic; earthquake; explosion or accident; blockage embargo; inclement weather; governmental restraints; restraints or orders of civil defense or military authorities; act of public enemy; riot or civil disturbance; strike, lockout, boycott or other labor disturbance; inability to secure sufficient labor; technical or other personnel failure; impairment or lack of adequate transportation facilities; inability to obtain condemnation, requisition or commandeering of necessary supplies or equipment; local, state or federal laws, ordinances, rules, orders, decrees or regulations whether legislative, executive or judicial, and whether constitutional or unconstitutional; or act of God.

19. Resolution of Disputes at the Convention. In the event of a dispute or disagreement, at the Convention, between: Exhibitor and any contractor; Exhibitor and another Exhibitor or other Exhibitors; Exhibitor and attendees(s), Exhibitor and any Convention representative (including but not limited to Convention management), or Exhibitor and any other third party; then Exhibitor agrees (subject to the Exhibitor's rights in paragraph 39) to be bound by UBERCON's decision concerning the dispute or the Convention. Exhibit Space will be assigned solely by UBERCON Event Management, based upon the space purchased. UBERCON's decisions as to Exhibition Space will be final and binding.

20. Access to Convention. No one will be allowed admission or access to the Exhibition area during closed hours. The Exhibitor shall remove any and all needed items and valuables before the Convention closes each day. Exhibitors will be allowed access to the Exhibition area each morning of the Convention at times established in the Exhibitor's Guide.

21. Receipt of Goods and Exhibits. Exhibitors are responsible for all transfer, storage fees, all labor and equipment rental necessary to assemble and dismantle said display and all costs related to moving said display in and out of the Exhibition area. All incoming goods and Exhibits must be plainly marked and all charges prepaid as detailed in the Exhibitor Manual. All Exhibitor shipments must be addressed to the Convention decorating services firm identified in the Exhibitor Guide. No advance shipment of freight will be accepted by the site hotel, the Parsippany Sheraton Hotel.

22. Care and Removal of Exhibits. UBERCON will maintain the cleanliness of all aisles. Exhibitor must, at Exhibitor's own expense, keep Exhibits clean and in good order. All Exhibits must remain fully intact until the Convention has officially ended. Disturbing or tearing down an Exhibit prior to the official closing hour of the Convention is disruptive and will not be allowed. Exhibits must be removed from the building by the

Rules & Regulations (cont'd)

time specified in the Exhibitor's Manual. In the event any Exhibitor fails to remove his Exhibit in the allotted time, UBERCON reserves the right, at the Exhibitor's expense, to ship the Exhibit through a carrier of UBERCON's choosing or to place the same in a storage warehouse subject to the Exhibitor's disposition or make such other disposition of this property as it may deem desirable without any liability to UBERCON. Penalties in the amount of \$250 will be imposed for early teardown of an Exhibit, unless given prior written permission by the UBERCON Event Manager 30 days prior to the Convention.

23. Photography. The photographic rights for the Convention are reserved to UBERCON, and photography in the Convention required by Exhibitors can be carried out at Exhibitor's expense by the Convention's photographers (as designated by UBERCON) if desired. Exhibitors wishing to make their own arrangements for the photographing of their Exhibit must apply to UBERCON, permission which shall not be unreasonably withheld.

24. Taxes. Exhibitor is solely responsible for paying all city, county, state and federal taxes on sales or promotional activities at UBERCON.

25. Insurance. The Exhibitor shall obtain and keep in force during the term of the installation and use of the exhibit premises, policies of sufficient Comprehensive General Liability Insurance and Contractual Liability Insurance, insuring and specifically referring to the Contractual liability set forth in this Exhibit Agreement, for personal injury and property damage.

UBERCON, its owners, and its operator shall be included in such policies as additional named insured. In addition, the Exhibitor acknowledges that neither UBERCON, its owners, nor its operator will maintain insurance covering exhibitor's property and that it is the sole responsibility of the Exhibitor to obtain business interruption and property damage insurance insuring any losses by the Exhibitor.

Exhibitors warrant that they and their authorized decorators have liability insurance as set forth above. Exhibitors must carry full insurance for the entire duration of the Convention, including set up and tear down.

Certificates of insurance must be furnished to UBERCON if requested.

26. Exhibit Hall Indemnification. The Exhibitor hereby assumes entire responsibility and hereby agrees to protect, defend, indemnify and save the Hotel, its owners, its operator, Starwood Hotels & Resorts Worldwide, Inc., and each of their respective parents, subsidiaries, affiliates, employees, officers, directors, and agents harmless against all claims, losses or damages to persons or property, governmental charges or fines and attorney's fees arising out of or caused by its installation, removal, maintenance, occupancy or use of the exhibition premises or a part thereof, excluding any such liability caused by the sole gross negligence of the Hotel and its employees and agents.

The Exhibitor shall obtain and keep in force during the term of the installation and use of the exhibit premises, policies of Comprehensive General Liability Insurance and Contractual Liability Insurance, insuring and specifically referring to the Contractual liability set forth in this Exhibit Agreement, in an amount not less than \$2,000,000 Combined Single Limit for personal injury and property damage.

The Hotel, its owners, its operator, and Starwood Hotels & Resorts Worldwide, Inc. shall be included in such policies as additional named insured. In addition, the Exhibitor acknowledges that neither the Hotel, its owners, its operator, nor Starwood Hotels & Resorts Worldwide, Inc. maintain insurance covering Exhibitor's property and that it is the sole responsibility of the Exhibitor to obtain business interruption and property damage insurance insuring any losses by the Exhibitor.

The Exhibitor hereby assumes entire responsibility and hereby agrees to protect, defend, indemnify and save UBERCON, its owners, employees, officers, directors, and agents harmless against all claims, losses or damages to persons or property, governmental charges or fines and attorney's fees arising out of or caused by its installation, removal, maintenance, occupancy or use of the exhibition premises or a part thereof, excluding any such liability caused by the negligence of UBERCON and its employees and agents.

27. Losses. UBERCON shall bear no responsibility for damage to or loss of Exhibitor's property or lost shipments either coming in or going out, nor for moving costs. Damage to inadequately packed property is Exhibitor's own responsibility. If Exhibit fails to arrive, Exhibitor is nevertheless responsible for Exhibit Space cost. Exhibitor warrants that it has adequately insured against these risks.

28. Amendment to Rules. Any matters not specifically covered by the preceding Rules shall be subject solely to the decision of UBERCON. UBERCON shall have full power in the matter of interpretation, amendment and enforcement of all Rules and Regulations and any amendments when made and brought to the notice of the said Exhibitor shall be and become part hereof as though duly incorporated herein and subject to each and every one of the terms and conditions herein set forth.

29. Default. If the Exhibitor defaults in any of its obligations under this Contract or violates any of its obligations or covenants under this Agreement, including without limitation any Exhibition Rule or Regulation promulgated pursuant to this Agreement, UBERCON may without notice, terminate this Agreement and retain all monies received on account as liquidated damages. UBERCON may thereupon direct the Exhibitor forthwith to remove its representatives and all of its articles of merchandise and other personal property from the Space contracted for and from the Convention.

30. Agreement to Rules. Exhibitor agrees to abide by the foregoing Rules and by any amendments that may be put into effect by UBERCON at any time. Exhibitor takes full responsibility for the actions of Exhibitor's representatives.

31. Contract Acceptance. Deposit of your check does not constitute Contract acceptance. This Agreement shall not be binding until accepted by UBERCON. Exhibit space assignments will be confirmed only when UBERCON receives payment and this signed agreement. A deposit of \$200 or 50% of the total costs (whichever is greater) is required. Final cost of all exhibition space is determined by the postmark date of the final and full remittance. All Exhibition space must be paid for in full a minimum of 60 days before the start of the Convention. Failure to pay in full prior to the 60 days before the start of the Convention will result in Exhibitor's Exhibition Space being released, and your deposit being forfeited.

32. Agreement Non-assignable. This Agreement is non-assignable by Exhibitor. Any attempted assignment of this Agreement shall

Rules & Regulations (cont'd)

be null and void and shall constitute a breach of this Agreement, resulting in cancellation.

33. Cancellation, Reduction or Withdrawal. Subject to the following conditions, an Exhibitor, by giving written notice may cancel, reduce space requirement or withdraw from the Convention:

Sixty days prior to the start of the Convention: Exhibitor shall pay a 50% penalty of the total rental cost of Exhibit Space for which the Exhibitor has contracted, provided UBERCON receives written notice of cancellation.

Less than sixty days prior to the Convention: Exhibitor shall pay a 100% penalty of the total rental cost of Exhibit Space for which the Exhibitor has contracted.

34. Official Convention Directory & Buyer's Guide. All advertisements with signed insertion orders are non-cancelable and non-refundable. In the event of cancellation, Exhibitor is still responsible for full payment. UBERCON reserves the right to reallocate such advertising space at UBERCON's sole discretion.

35. No music is allowed at the Convention at any time in any Exhibitor Space.

36. Copyright Permission & Indemnification. Exhibitor represents and warrants that no work (musical or otherwise) protected by copyright will be staged, produced or otherwise performed via either live or mechanical means, by or on behalf of Exhibitor, at the Convention, unless Exhibitor has previously obtained written permission from the copyright owner or the copyright owner's designee (e.g. ASCAP, BMI or SESAC) for such use.

Exhibitor further represents and warrants that it shall be fully responsible for the performance of all obligations under any agreement permitting the use of such music, including but not limited to, all obligations to report data and to pay royalty fees.

Exhibitor further agrees to indemnify, save and hold harmless UBERCON, its directors, officers, agents, employees and each of them, from any and all claims and expenses (including legal fees and disbursements), legal actions and liabilities of every kind with respect to the breach of any of the foregoing representations and warranties.

37. Compliance with Laws. Exhibitors will comply with all laws of the United States as well as all applicable state or local ordinances, rules, and requirements of police and fire departments or other authorities of such jurisdictions, will obtain all necessary permits and licenses with respect to its activities, and will not do or suffer to be done anything during the term of this agreement in violation of any such laws, ordinances, rules, or regulations. If the attention of said exhibitors is called to any such violation committed by said exhibitors, or committed by any person employed by or admitted to the premises by the exhibitors, said exhibitors will immediately desist and correct or cause to be corrected such violation.

38. Use of the UBERCON Name. Use of any product by any exhibitor, employee, or agent thereof containing the UBERCON trademark, the UBERCON logotype, or other trademarks owned by UBERCON, LLC is prohibited without the express written permission of UBERCON. Exhibitors agree that if any materials making such unauthorized use appear at the convention, UBERCON shall have the right to take possession of and destroy all such materials, as well as to pursue other available legal remedies.

39. Arbitration and choice of law. Any controversy or claim arising out of or relating to this Contract, or arising out of or relating to the breach thereof, shall be settled exclusively by arbitration held in Manhattan, New York City, and administered by the American Arbitration Association under its Commercial Arbitration Rules. UBERCON and Exhibitor agree that such arbitration shall be final, binding, and non-appealable. Judgment upon the award may be entered in any court having proper jurisdiction. UBERCON and Exhibitor expressly waive their rights to a jury trial and to appeal from the arbitration. If any arbitration or other proceeding is commenced pursuant to this Section, the prevailing party shall be entitled to recover from the to her party all reasonable attorney's fees, costs and other disbursements actually incurred by it in connection with such arbitration or other proceeding and in enforcing any award, order or judgment thereby obtained.

The validity, construction, and performance of this Contract shall be governed by and interpreted in accordance with the law of the State of New York, exclusive of its conflicts of laws provisions. Each party hereby consents to the exclusive jurisdiction and venue in the state and federal courts in New York City, New York.

Signature: _____

Company: _____

Date: _____

Title: _____

Print Name: _____



UberCon—The Ultimate Gaming Experience

The Sheraton Parsippany Hotel, Parsippany, NJ

February 14-17, 2003

(866) UBERCON

www.UberCon.com