

EXHIBITOR PARTICIPATION TERMS AND CONDITIONS

Pop Up Gallery LLC · Pop Up Gallery

Effective date: **JULY 21ST, 2026** | Organizer contact: **[BOOKINGS@POPUPGALLERYMARKET.COM]**

1. Scope and Contracting Parties

These Exhibitor Participation Terms and Conditions (the “Terms”) govern participation in any market, fair, pop-up, exhibition, or related event (each, an “Event”) organized by Pop Up Gallery LLC, its affiliates, or the entity identified in the applicable invoice, booking page, or event confirmation (collectively, the “Organizer”). The person or entity applying to participate is the “Exhibitor.”

The Event confirmation, invoice, booking page, exhibitor manual, venue rules, and written event-specific instructions are incorporated into these Terms. If there is a conflict, the event-specific written confirmation controls only for that Event.

2. Application, Approval, and Acceptance

Participation is subject to Organizer approval. Submission of an application does not guarantee acceptance, exclusivity, a particular location, or participation in future Events.

A reservation becomes binding only after: (a) Organizer approval; (b) acceptance of these Terms; (c) receipt of all required information and documents; and (d) payment of all amounts due by the stated deadline.

The Organizer may reject or revoke an application if the Exhibitor’s products, presentation, conduct, documentation, payment status, or operational requirements do not meet Event standards or venue requirements. If the Organizer rejects an application before confirmation and the Exhibitor is not in breach, amounts paid for participation will be refunded.

3. Fees, Payment, Taxes, and Chargebacks

All fees must be paid in the currency, amount, and manner shown on the invoice or booking page. The Exhibitor is responsible for taxes, bank charges, currency conversion costs, and payment-provider fees applicable to its transaction, unless the invoice states otherwise.

Booking fees, deposits, and reservation payments are non-refundable once the reservation is confirmed, except where these Terms expressly provide otherwise or mandatory law requires a refund.

The Exhibitor must not initiate an improper chargeback or payment dispute for a valid charge. If a chargeback is resolved in the Organizer’s favor, the Exhibitor must reimburse reasonable administrative, collection, and payment-provider costs, to the extent permitted by law.

4. Exhibitor Cancellation, No-Show, and Credits

An Exhibitor cancellation must be submitted in writing. Unless the event-specific confirmation states otherwise, cancellation by the Exhibitor, failure to attend, late arrival that prevents participation, incomplete setup, or removal from the Event for breach does not entitle the Exhibitor to a refund.

At its sole discretion, the Organizer may offer a transfer or credit toward another Event. Any credit is non-cash, non-transferable, subject to availability, and expires on the date stated by the Organizer. Granting a credit once does not create an obligation to do so again.

5. Event Changes, Postponement, and Cancellation

The Organizer may reasonably modify the Event's date, hours, venue, floor plan, booth location, format, capacity, access procedures, or operating rules when necessary for logistics, safety, venue requirements, regulatory compliance, or Event quality.

If an Event is postponed or relocated, the Exhibitor's reservation and fees will automatically transfer to the revised Event unless the Organizer states otherwise. A reasonable change in location, schedule, layout, or format does not by itself create a right to a refund.

If the Organizer permanently cancels an Event for reasons within its reasonable control and does not offer a rescheduled or substantially comparable alternative, the Organizer will refund the participation fee actually received, less only non-refundable third-party processing fees where permitted by law. This refund is the Exhibitor's exclusive monetary remedy for the cancellation.

6. Force Majeure

The Organizer is not liable for delay, relocation, interruption, reduced attendance, postponement, or cancellation caused by circumstances beyond its reasonable control, including severe weather, natural disaster, fire, flood, epidemic, public-health emergency, governmental action, civil disorder, labor dispute, transportation disruption, utility or telecommunications failure, venue unavailability, security threat, or similar event ("Force Majeure").

In a Force Majeure situation, the Organizer may reschedule, relocate, modify, or cancel the Event and may apply fees paid to a replacement Event or issue a credit. Refund obligations, if any, will be determined after accounting for recoverable and non-recoverable Event costs and subject to mandatory applicable law.

7. Space Allocation and Booth Conditions

- The Organizer exclusively assigns and may reassign booth locations. No specific placement, traffic level, neighboring exhibitor, category exclusivity, or visibility is guaranteed unless confirmed in writing.
- The Exhibitor may use only the dimensions and equipment included in its booking. Merchandise, signage, racks, tables, power cords, and staff must remain within the assigned footprint.
- The Exhibitor may not assign, resell, sublet, share, or transfer its space without prior written approval.
- Permanent alterations, drilling, painting, adhesives that damage surfaces, open flames, smoke, hazardous materials, excessive sound, and unauthorized electrical equipment are prohibited.
- Electricity, Wi-Fi, furniture, storage, parking, loading access, and other amenities are included only if expressly stated.

8. Setup, Operation, and Dismantling

The Exhibitor must comply with all setup, opening, closing, loading, and dismantling times. The booth must be fully staffed and professionally presented during public hours. Early dismantling, abandonment of the booth, or obstruction of common areas may result in removal and exclusion from future Events.

The Exhibitor is responsible for transport, installation, operation, supervision, removal, cleaning, waste disposal, and restoration of its space. Property left after the stated removal deadline may be discarded, moved, or stored at the Exhibitor's risk and expense.

9. Products, Services, and Prohibited Activities

The Exhibitor may display and sell only products or services approved in its application. Material changes require prior written approval.

- Illegal, stolen, counterfeit, infringing, recalled, unsafe, or misleading products;
- Weapons, explosives, hazardous chemicals, controlled substances, or other restricted items;
- Food, beverages, alcohol, samples for consumption, or food preparation unless expressly approved in writing and fully licensed;

- Content or conduct that is discriminatory, harassing, sexually explicit, violent, deceptive, or reasonably likely to harm the Event, venue, attendees, or other exhibitors;
- Raffles, gambling, fundraising, political campaigning, amplified sound, live demonstrations, or activities that create crowding or safety risks without written approval.

The Organizer may require immediate removal of any unapproved item or activity. Failure to comply may result in removal from the Event without refund.

10. Legal Compliance, Licenses, and Sales

The Exhibitor is solely responsible for all permits, registrations, tax obligations, licenses, labeling, product-safety requirements, employment obligations, consumer disclosures, warranties, intellectual-property permissions, and other laws applicable to its business and products in the Event jurisdiction.

All sales are transactions solely between the Exhibitor and its customer. The Exhibitor is responsible for pricing, receipts, refunds, payment processing, customer service, product claims, taxes, and post-Event obligations. The Organizer is not a seller, agent, distributor, guarantor, or party to those transactions.

11. Safety, Security, and Insurance

The Exhibitor must comply with venue rules, fire codes, occupancy limits, electrical restrictions, accessibility requirements, emergency instructions, and all directions from the Organizer, venue, security personnel, or public authorities.

The Exhibitor is responsible for the security of its products, equipment, cash, payment devices, personal property, and confidential information. The Organizer does not provide custody or insurance for Exhibitor property.

The Organizer may require proof of commercial general liability, product liability, workers' compensation, auto, or other insurance, with coverage and additional-insured terms reasonably specified for the Event. Failure to provide required evidence may result in cancellation without refund.

12. Staff, Conduct, and Accessibility

The Exhibitor is responsible for all employees, contractors, representatives, guests, and assistants associated with its booth. They must act professionally, treat others respectfully, follow accessibility and non-discrimination standards, and comply with Event instructions.

Harassment, threats, unsafe conduct, intoxication, aggressive sales tactics, unauthorized solicitation, or conduct that disrupts the Event may result in immediate removal without refund and exclusion from future Events.

13. Promotion and Use of Brand Assets

The Exhibitor agrees to reasonably support Event promotion and, when requested in the event-specific instructions, to publish up to three promotional posts using accurate Event information and supplied assets. The Organizer may request evidence of publication.

The Exhibitor may use the Event name and approved logos solely to promote its participation and may not imply sponsorship, partnership, endorsement, or authority beyond the confirmed participation.

14. Photography, Video, and Publicity

The Exhibitor grants the Organizer and its service providers a worldwide, royalty-free, non-exclusive right to photograph, record, reproduce, edit, publish, and use the Exhibitor's booth, products, trademarks, personnel, and Event participation for Event documentation, publicity, advertising, archival, and promotional purposes. The Exhibitor is responsible for obtaining any required permissions from its personnel and representatives.

The Organizer will not use the Exhibitor's trademarks in a manner that knowingly misrepresents endorsement or ownership.

15. Attendance, Sales, and Results Disclaimer

The Organizer does not guarantee attendance, visitor demographics, media exposure, leads, sales, profitability, weather, internet availability, or any other commercial result. The Organizer's obligation is to use commercially reasonable efforts to organize and promote the Event, not to produce a specific outcome for the Exhibitor.

16. Communications and Marketing Consent

By applying or registering, the Exhibitor authorizes the Organizer to send event-specific operational communications by email, telephone, and, where legally permitted, text message concerning the application, payment, setup, logistics, safety, schedule changes, and the specific Event. These operational communications are distinct from recurring marketing messages.

Recurring marketing SMS requires a separate, affirmative opt-in and is governed by the Organizer's SMS Terms and Privacy Policy. Acceptance of these Exhibitor Terms must not be used as a substitute for SMS marketing consent.

17. Privacy and Data Processing

Personal information will be processed in accordance with the Organizer's Privacy Policy available at [[W 03_Pop_Up_Gallery_Privacy_Policy.docx](#)]. The Organizer may use service providers for registration, payment processing, email, SMS, customer relationship management, analytics, and Event operations, subject to appropriate contractual and legal safeguards.

18. Indemnification

To the fullest extent permitted by law, the Exhibitor will defend, indemnify, and hold harmless the Organizer, its affiliates, venue, landlords, sponsors, officers, employees, contractors, and agents from third-party claims, damages, fines, penalties, losses, and reasonable legal fees arising out of or related to: (a) the Exhibitor's products, services, sales, statements, staff, or booth; (b) injury or property damage caused by the Exhibitor; (c) breach of these Terms; or (d) violation of law or third-party rights.

19. Limitation of Liability

To the fullest extent permitted by law, the Organizer will not be liable for indirect, incidental, special, punitive, exemplary, or consequential damages; lost profits, sales, opportunities, data, goodwill, or business interruption; or theft, loss, delay, or damage to Exhibitor property.

The Organizer's aggregate liability arising from an Event will not exceed the participation fees actually paid by the Exhibitor for that Event. Nothing in these Terms excludes liability that cannot legally be excluded.

20. Claims and Notice

The Exhibitor must promptly report safety incidents, property damage, or operational issues during the Event so the Organizer has a reasonable opportunity to investigate and respond. Any formal claim must be submitted in writing with supporting documentation within thirty (30) calendar days after the Event, unless a longer period is required by law.

21. Governing Law and Disputes

Unless mandatory law requires otherwise, these Terms are governed by the laws of the Argentine Republic, without regard to conflict-of-law rules. The parties will first attempt in good faith to resolve disputes through

written negotiation. Any unresolved dispute will be submitted to the state or federal courts located in the City of La Plata, Buenos Aires Province, and each party consents to that jurisdiction and venue.

For Events outside that jurisdiction, mandatory local safety, licensing, employment, tax, privacy, and consumer laws remain applicable.

22. General Provisions

- These Terms and the incorporated event-specific documents constitute the entire agreement concerning the Exhibitor's participation.
- A waiver is effective only if in writing and does not waive any later breach.
- If any provision is unenforceable, it will be modified to the minimum extent necessary and the remaining provisions will remain effective.
- The Exhibitor may not assign this agreement without written approval. The Organizer may assign it to an affiliate, successor, or purchaser of the relevant business or Event.
- Headings are for convenience only. Electronic signatures, checkbox acceptance, and digital records have the same effect as originals.

23. Electronic Acceptance

By checking the acceptance box, signing, paying an invoice, or participating in the Event, the Exhibitor confirms that it has read, understood, and agreed to these Terms and that the person accepting has authority to bind the Exhibitor.