



DEMA Show 2018 Exhibit Space Selection and Seniority Policies

Exhibit space assignment for DEMA Show is determined during the exhibit space selection proceedings held each year. Exhibitors are drawn in groups based on the higher-to-lower number-order of seniority points they have earned. Those with the most points are drawn in the first group followed by those with the next highest points and so on.

Seniority points are valuable in selecting future show exhibit floor positions. DEMA has adopted certain seniority policies to best serve the interest of all exhibitors. These rules, which follow, may only be changed by a majority vote of the DEMA Board of Directors.

a. Exhibit Space Selection

1. The exhibit space selection process is held each year at a pre-announced date and location and is open to exhibitors who wish to attend and who meet all requirements. To reserve an exhibit space, the exhibitor must sign and submit a valid Contract for Exhibit Space and appropriate deposit prior to the established deadline. Exhibitors found in violation of show rules will not be permitted to choose space during their scheduled space selection time.
2. When the time for the announced exhibit space selection process has ended, space will be assigned on a first-come, first-served basis.

b. Earning Seniority Points

Note: No seniority points are earned if an exhibitor pays all or part of the exhibit space rental price but does not exhibit; if an exhibitor is found in violation of show rules; or if an exhibitor is a “guest” exhibitor.

1. Exhibitors receive two (2) seniority points for each year the exhibitor has contracted for exhibit space as a discrete or “host” exhibitor. **These points are accumulated and carried forward.**
2. Exhibitors receive one (1) seniority point for each 10’ x 10’ (100 sq. ft.) paid exhibit space unit occupied at the show during which space selection takes place. **These points are not accumulated or carried forward for future years**
3. Current membership in DEMA entitles an exhibiting company to additional membership seniority points for the year in which the show is held. Companies with current membership in good standing receive 10 bonus seniority points. For example, current membership in 2017 entitles an exhibiting company to have 10 membership points awarded toward space selection for the 2018 show. **These membership seniority points are valid only for the current year’s space selection point tally and are not accumulated or carried forward for future years**
4. Exhibiting companies participating in the Manufacturing Sales Index (MSI) or the Certification Census for the current year receive an additional 4 seniority points. **These points are not accumulated or carried forward for future years**
5. If an exhibitor does not exhibit during any year, is found in violation of show rules while exhibiting, or elects to exhibit as a “guest” within a “host” company’s space, points earned from previous years of participation (as described in section II a) are carried forward, but no additional points are earned (see section g for definition of “host” and “guest”). Guest exhibitors, non-exhibiting companies, and exhibitors that are found in violation of show rules cannot select space during space selection while at DEMA Show

6. In some cases, several exhibitors or Pavilions will have the same number of seniority points. In this situation, exhibitors will select in the order that their full payment for the current year's show was received.
7. Each year specific rules will be posted on DEMA's show website (www.demashow.com) to indicate how bonus and other seniority points are calculated. Methods of earning bonus points may be subject to annual review and change.

c. Transferring Seniority Points

Written notification to DEMA Show Management (currently National Trade Productions) is required by certified mail for all the following occurrences:

1. **Exhibitor sold to a non-exhibiting company:** The points of the acquired exhibitor transfer to the acquiring company.
2. **Exhibitor sold to another exhibitor with the two exhibitors combining into one:** In general, a sale exists when the acquiring exhibitor acquires all the assets of the other exhibitor. The surviving exhibitor retains the higher of the two seniority point amounts, but not a combination of the two. DEMA reserves the right to request documentation of the sale.
3. **Exhibitor sold to another exhibitor with the two exhibitors continuing to exhibit independently:** Each retains its separate seniority points. If at any future time the two exhibitors are combined into one, the surviving exhibitor retains the higher of the two seniority point amounts, but not a combination of the two.
4. Sale of a product, product line, exhibitor name or division does not constitute a sale if the selling exhibitor continues to operate within the diving industry. In this case no points are transferred. If the sale of the product, product line, name or division causes the selling exhibitor to discontinue its presence in the diving industry, the acquiring exhibitor retains the higher of the two seniority points, but not a combination of the two.
5. **Dissolution of partnerships:** The exhibitor that retains the company name retains the seniority points.
6. **Corporate name change:** Seniority points can be retained under the new name if a corporate resolution is presented to DEMA that indicates the name of the exhibitor has changed.
7. **Change of ownership through a stock purchase:** Does not affect seniority points.
8. **Separate exhibits for different product divisions:** In this case an exhibitor splitting its participation into two or more exhibits has the option of splitting the points evenly between the divisions or retaining all points with the parent organization, giving none to the division(s) exhibiting separately. The option to split points must be exercised prior to the first exhibit space selection in which the divisions participate independently. Once points are allocated, they may not be combined later. All entities must be members, including affiliates and divisions, to earn membership seniority points.

d. Losing Seniority Points

1. Exhibitors that dissolve or discontinue operations forfeit all earned seniority points. Seniority points cannot be acquired by purchasing a bankrupt exhibitor that has discontinued operations.
2. Violations of exposition rules may subject an exhibitor to partial or total loss of seniority points. All violations will be subject to review and the loss of seniority points will be a unilateral decision by the DEMA Board of Directors.
3. Exhibitors that abandon exhibits early, fail to staff their exhibits, fail to exhibit in a manner consistent with a positive sales image for their products/services, and/or fail to follow show rules may forfeit seniority points normally awarded for participation in the show, subject to review and unilateral decision by the DEMA Board of Directors. Forfeited seniority points cannot be restored.

e. Grouping Exhibits

The purpose of allowing exhibits to group together is to assist show attendees in making certain specific categories of businesses more accessible. In some cases, these groupings may be designated as "Pavilions"

while in other cases exhibitors with common customers or goals may wish to group together. Rules regarding groupings for different categories of businesses are described in detail herein.

1. In general, the “Pavilion” designation is reserved for travel/destination exhibitors that have 10 or more exhibit spaces and also a common diving business association. The Pavilion designation is discussed in more detail below.
2. Only one exhibitor may occupy a single 10 x 10 ft. exhibit space. All products displayed in an exhibit space must be manufactured or marketed to the wholesale trade by the exhibitor contracted for the exhibit space.

f. Non-Travel/Non-Destination Groupings: Exhibitors with alliances other than alliances of a specific geographic destination that desire to group their exhibits with one or more other companies may do so. However, a grouping of non-travel/non-destination companies does not accumulate seniority points. All such groupings are subject to approval by DEMA, including review by the Board of Directors, and once approved by DEMA or the Board, changes to groupings must go through an additional Board approval process. DEMA does not recognize non-travel/non-destination exhibitor groupings as “Pavilions.” By nature of the non-Pavilion structure, exhibit space selection will be done at the lowest level of seniority of those companies participating in the group. Thus, when the exhibitor with the lowest seniority points selects a floor location, others in the group with higher seniority points can generally secure exhibit space nearby, as available.

g. Host Exhibitor Permitted to Have Guests: For exhibitors to take advantage of specific and mutually beneficial marketing opportunities that exist outside of the DEMA Show but which would be helpful during the trade show, a fully paid exhibitor (“host”) may allow up to a maximum of five (5) “guest exhibitors” to display within its DEMA Show exhibit space. Travel pavilions may only host a guest exhibitor from the same specific geographic location.

1. Directory Listing: Listings in the show directory will include only the host exhibitor name, but guest exhibitors can purchase a separate listing. Host and Guest exhibitor names cannot be listed together in the directory and separated by punctuation. All directory listings are subject to review and approval by DEMA show management. All other listing rules apply.
2. Sponsorships: Only host exhibitors may purchase sponsorship for DEMA Show and are financially responsible for any sponsorship purchases. The host exhibitor may add the name of the guest to their sponsorship effort, but the name of the host exhibitor must be included with the sponsorship. The physical size of the guest exhibitor name must not exceed that of the host exhibitor on sponsorship materials.
3. Advertising: Only host exhibitors may purchase directory or on-line advertisement in DEMA publications or websites.
4. Seminars: Only host exhibitors may purchase seminar space at DEMA Show and are financially responsible for any seminar space purchases. Seminar listings will only be under the host name.
5. Exhibit Space Badges: Badges for the all exhibitor representatives (guest and host) will include only the host name.
6. Space Requirements: Each “host exhibitor” and “guest exhibitor” must represent a minimum of 100 square feet in the booth space. For example, an exhibit space with a host and two guests requires a minimum of 300 square feet; 100 square feet for the host, 100 square feet for guest one (1) and 100 square feet for guest two (2). Single guest exhibitors may not occupy a space larger than their host exhibitor.
7. Signage: To preserve the integrity of the host/guest relationship, signage in the guest booth cannot exceed that which would be permitted for the booth were it a stand-alone exhibit. For example, a 10 x 10 guest exhibit space can have signage that fills the 10’x10’ booth only. Guest signage cannot exceed the size of the booth space assigned to the guest exhibitor. Host exhibitor signage must allow for this requirement.

8. **Guest Qualification:** Guest exhibitors may exhibit with a host when there is a mutually beneficial marketing reason to do so. "Mutually beneficial marketing opportunities" will be unilaterally defined by DEMA and in general require that the relationship meet one or more of the following criteria: An exclusive US-wide distribution agreement for products made by the guest exhibitor; A business agreement exclusive of the DEMA Show relationship between the host and the guest exhibitors; An equity affiliation between the host and the guest exhibitors. Other arrangements are subject to review and unilateral decision by DEMA. Only fully paid "host" exhibitors may have "guest" exhibitors in their booth. Exhibitors may only be guests when their accounts are current with DEMA. Travel pavilions may only host a guest exhibitor from the same specific geographic location.
9. **Seniority Points:** Only the seniority points for the host exhibitor can apply to space selection. Guest exhibitors do NOT earn seniority points when exhibiting within the host's exhibit space. Guest exhibitors must reside within the contiguous space reserved by the host exhibitor. The host exhibitor is financially responsible for all space in their exhibit, including space for the guest exhibitor(s). Exhibits must remain their original size to retain their original position on the show floor.
10. **Approval:** Once guests have been approved, changes in the participants cannot be made without written permission of DEMA.

h. Travel/Destination Groupings: Based on the needs of show attendees, the DEMA Board of Directors has specified that the Travel/Destination category of business should be made more accessible by permitting the grouping of specific and precisely defined geographic destinations. Travel-related resort or dive operators from a precisely defined geographic destination under the control of a collective Association may be permitted to group their exhibits into a destination-specific*, common area on the exhibit floor. To ensure their relevance, all rules regarding Travel/Destinations groupings are subject to annual review by the DEMA Board of Directors. DEMA posts the latest rules on DEMA's show website (www.demashow.com).

*For example, specific island chains, single islands or single locations qualify. Note that the term "destination-specific" excludes broad areas such as "Baja Peninsula" or "Caribbean."

1. DEMA designates travel/destination groupings with at least five (5) exhibitors and at least 10 booth spaces in a common area and under the control of a collective Association as "Pavilions." Pavilions cannot have more than 30 companies exhibiting together (this count includes all "host/guest" exhibitors). Pavilions are provided additional benefits such as show directory listings of all contracted participants plus the Pavilion grouping, and the ability to accumulate Pavilion seniority space selection points. Groupings of fewer than five (5) companies and 10 booth spaces do not receive the benefits of Pavilion designation outlined above. Pavilion names and listings are subject to initial approval by the DEMA Board of Directors, and ongoing review of DEMA Staff and Show Management.
2. Pavilions on the DEMA Show floor at the time of the creation of this document will be considered grandfathered onto the Show floor. All new pavilions are subject to the approval of the DEMA Board of Directors based on the above guidelines.
3. **Pavilion Seniority Points:**
 - i. For exhibit space selection purposes, the years of participation of the Pavilion as an entity will be used to calculate the Pavilion's participation seniority points.
 - ii. Seniority points earned for exhibit space size will be based upon the total paid exhibit space occupied by the Pavilion at the most recent show (show during which space selection takes place).
 - iii. Pavilion membership seniority points are given based on whether the Pavilion coordinator is a current DEMA member. The membership point value is ten (10) points.
 - iv. All participants in the Travel/Destination Pavilion earn seniority points for future shows. Should a participant withdraw from the Pavilion, DEMA can access these records and provide the seniority point count for exhibiting outside of the Pavilion at future shows. Thus, exhibitors are not "punished" for withdrawing from a pavilion.

- v. In some cases, several Pavilions will have the same number of seniority points. In this situation, Pavilions will select in the order that the complete payment for the current year's show was received.
 4. The Pavilion coordinator is responsible for assigning space to participants within the approved Pavilion booth, utilizing the Pavilion contract.
 5. Pavilion Coordination: The pavilion coordinator will be responsible for assuring that each participant submits an Exhibit Space Rental Agreement and that all payments for the complete Pavilion area are received in full as per the published payment schedule. All such groupings are subject to approval at each show by the DEMA Board of Directors. The Pavilion coordinator (not the individual participant) takes part in space selection on behalf of their Pavilion and its participants.
 6. Changes in Current Travel/Destination Pavilions: Coordinators must get prior written approval from Show Management for any/all Pavilion participants that were not a part of the Pavilion in the previous year. All requests for changes to Pavilion participants must be submitted to DEMA show management at least 120 days prior to DEMA Show. To take advantage of discount periods and other bonuses, it is in the best interest of Coordinators for the Pavilion to organize and communicate with DEMA Show Management as far in advance as possible. Once pavilions have been approved, changes in the participants cannot be made without written permission of DEMA Show Management.
 7. Creating New Pavilions: New Pavilions must receive the approval of the DEMA Office, and may require approval of the DEMA Board of Directors. Requests to create new Pavilions must be submitted to the DEMA Office at least 120 days prior to DEMA Show for approval by the Board.
 8. Pavilion Pricing: For any exhibitor within the Pavilion to receive the member discount price for space, that participant in the Pavilion must be a DEMA member.
 9. Pavilion Contracts: Each Pavilion participant is responsible for submitting his/her contract and payment to show management to secure space within their Pavilion; however, the Pavilion coordinator is 100% financially liable for the entire space selected. Therefore, it is his/her responsibility to ensure that a 20% deposit against the entire space is submitted by the date specified by show management to qualify for the discounted space rate. This date and payment schedule will be posted to DEMA's show website (www.demashow.com).
 10. No Pavilion coordinator is authorized to utilize any other space contract or make revisions (including but not limited to revised space rates) to the DEMA Show space contract without prior written consent from show management.
 11. Use of Aisle and Booth Sizes: Pavilion coordinators may reconfigure booths within their Pavilion as long as the booths are not island type spaces (i.e., 20' x 20' or 20' x 30'). These spaces can be drawn in your Pavilion with advance approval from DEMA show management. Reconfiguration of booths to accommodate island type spaces can change the total net square footage that you have contracted for your Pavilion. Coordinators may not create booths or other structures in aisles within or surrounding their Pavilion. Aisles may not be reconfigured.
- i. **Non-Profit Exhibit Space Pricing:** DEMA offers non-profit DEMA-Member organizations the opportunity to exhibit at DEMA Show at a significant discount. Non-profits from the US and its territories may purchase up to two (2) exhibit spaces at the rate of US\$500 upon providing documentation that indicates their status as a non-profit corporation in any of the non-profit tax categories allowed by the Internal Revenue Service (IRS). This can include organizations with the tax-exempt status of 501(c)(3), 501(c)(6), or others in a non-profit, tax-exempt status as defined by the IRS. Non-profits and Non-Governmental Organizations (NGOs) from outside the US can participate in Non-Profit Exhibit Space Pricing when they present a certificate of non-profit business registration from their home government entity, and when they are DEMA Members in good standing.
1. Appropriate documentation can include copy of the latest tax return or other proof directly from the US Internal Revenue Service or State registration, indicating the organization's non-profit, 501 status or, if from outside the US, the appropriate governmental NGO registration documentation.

2. Pricing for additional exhibit spaces will be at the prevailing rate at the time of purchase (i.e.: early purchase discount may apply).
3. Non-profit organizations that are not DEMA Member organizations may not purchase exhibit space at the non-profit rate.
4. Deposits and liability payments are based on the complete purchase price of the exhibit spaces reserved at the time of purchase or cancellation, whichever is later.

j. Competing Organizations: DEMA reserves the right to unilaterally define and exclude any competing organization from exhibiting or advertising at the DEMA Trade Show and from participating in any DEMA-produced event.

k. Directory and Electronic Listings, Including Mobile App

1. Exhibitors must use the parent company name when executing the exhibit space contract.
2. Directory listings will include the parent name with no brand or other names. However, DEMA will provide cross listings to brands, tied to the exhibiting member company and the company membership level as follows:

Annual Dues Amount	Brand cross listings
\$200	2
\$525	4
\$2525	8
Non-member	None

3. Host/Guest Exhibitors: Listings in the show directory will include only the host exhibitor name, but guest exhibitors can purchase a separate listing. Host and Guest exhibitor names cannot be listed together in the directory and separated by punctuation. All directory listings are subject to review and approval by DEMA show management. All other listing rules apply.

l. DEMA Show 2018 Magnet Exhibitor Rules

1. This is a DEMA Member-only benefit. Any single DEMA Member company can participate by selecting within the various "Magnet Zones," based on the order of their space selection seniority points.
2. To qualify as a Magnet Exhibitor, exhibitor must select and contract for a minimum of 800 nsf of contiguous exhibit space. Space selected can be larger if the exhibitor so desires.
3. Spaces selected within a Magnet Zone which are smaller than the minimum required for Magnet Exhibitor status will be charged at the higher applicable exhibit space rate regardless of their position on the show floor.
4. The appropriate promotional pricing for Magnet exhibitor space is determined by using the base exhibit space price available to the DEMA Member to calculate the final Magnet price. For 2018 the promotional pricing for each zone is as follows:
 - i. Zone A: 85% of available Member list price
 - ii. Zone B: 75% of available Member list price
 - iii. Zone C: 65% of available Member list price

Example: If the available DEMA Member rate is \$19.95 per square foot and the Magnet Exhibitor is eligible to purchase 800 nsf in Zone C at this rate, the appropriate price is as follows:

$$\$19.95 \times 65\% = \$12.97 \text{ per square foot}$$

$$\$12.97 \times 800 = \$10,376$$

5. It is possible for any DEMA Member exhibitor to participate in the Magnet Exhibitor program. However, as stated in the DEMA Show Exhibit Space contract, the quantity of available member-priced exhibit spaces is limited by annual dues paid for DEMA membership. Renewed 2018 member-priced spaces are available as follows:

Annual Dues Amount	Net Square Feet (nsf) of Exhibit Space Available at Member Price
\$200	200 nsf
\$525	600 nsf
\$2525	Unlimited nsf

6. Mixed Exhibit Space Rates: Member Exhibitors with fewer than 800 nsf available to them at a single price will have mixed rates on which the final Magnet Exhibitor price is calculated. Example: A DEMA Member company that pays \$525 in annual dues is eligible to purchase up to 600 nsf at DEMA Member price. If 800 nsf is contracted in Magnet Zone C during space selection the following rates apply:

Price Structure	Net Square Feet	Price per Square Foot	Promotional Rate	Price
Member Rate	600 nsf	\$19.95	65%	\$7,780.50
Non-Member Rate	200 nsf	\$25.95	65%	\$3,373.50
TOTAL	800 nsf			\$11,544.00

7. Magnet Exhibitors that downsize to an exhibit space smaller than 800 nsf after space selection is completed will be charged the higher standard exhibit space rate. DEMA reserves the right to re-locate the down-sized exhibitor on the show floor.
8. Space available within each of the zones is limited and available on a first-come, first-served basis. Once occupied, no additional space at Magnet Zone rates will be available.
9. Magnet exhibitors that re-locate all or a part of their exhibit space out of the designated magnet zones will be charged the higher exhibit space rate for that part of their exhibit space outside the magnet zone
10. Magnet Exhibitors may select space that crosses outside of the magnet zone, but space selected outside the designated magnet zone will be charged at the higher, standard exhibit space rate
11. Pavilions may participate in the Magnet Exhibitor program. Exhibitors within the pavilion that are not DEMA Members will pay the higher standard exhibit space rate, even though the space is within the magnet zone.
12. Magnet Exhibitors are eligible to have "Guest exhibitors" in accordance with DEMA Show rules. Each guest exhibitor requires the purchase of 100 nsf IN ADDITION to the minimum needed for the Magnet Exhibitor status (e.g., a Magnet Exhibitor and one guest exhibitor must have at least 900 nsf of exhibit space).