

HotaruCon Exhibitor Terms and Conditions

As of 12.03.2023

These Terms and Conditions (“T&Cs”) form the framework of the contract for exhibitors (both “dealers” and “artists”) to book sales pitches at HotaruCon. Both the exhibitor and HotaruCon agree to abide by these T&Cs.

Vendor Conditions of Sales

Each order placed with HotaruCon shall be governed by the present Vendor Conditions of Sales. Unless otherwise provided in the present Vendor Conditions of Sales, they shall apply to the exclusion of all other conditions. Our Vendor Conditions of Sales may be modified from time to time by posting a new dated version on this website. You are invited to read our Vendor Conditions of Sales on a regular basis to be informed of these modifications. You will be subject to the Vendor Conditions of Sales in force at the time you order from us, unless any change is required to be made to these by law or governmental authority (in which case it may apply to order previously placed by you). Vendor tickets purchased for HotaruCon are only valid for the duration of the convention for the year they were purchased.

1) Your Exhibitor Pitch and Eligibility:

- 1.1 Each “exhibitor pitch” comprises at minimum: 1 table, 1 chair, exclusive use of space behind the table, and access to your space. The basic pitch is priced as either a ‘dealer’ or ‘artist’ pitch, and these prices can be found on each application form.

- 1.2 All exhibitor rooms will have the same set-up, opening, and breakdown times. Some pitches have access to electrical sockets and this can be requested when booking - this is not a chargeable extra but also not guaranteed.
- 1.3 “Dealer” pitches are located in the larger ‘HotaruCon Dealers Hall’ and basic tables measure 6*2ft. Dealer pitches can be upgraded with extra tables adjacent to their primary pitch, backing tables behind their primary pitch, and large corner ‘walk-up’ space, or booked as a dedicated ‘corner pitch’. Examples of these can be found in the early Exhibitor Handbook. These upgrades are separately priced as shown on the dealer application form.
- 1.4 “Artist” pitches are located in the ‘HotaruCon Artist Alley’ and basic tables measure 4*2ft. Artist pitches are limited to 1 table per booking. To be eligible for an artist pitch we ask that your table be <25~% mass manufactured merchandise - otherwise please apply for a dealer pitch.
- 1.5 Each pitch booking includes 1 full HotaruCon registration which gives full access to the convention for the entire weekend of the event. Additional discounted passes can be purchased, limited to 1 per table on your pitch.
- 1.6 Bookings will be confirmed once full payment has been made within 30 days of your booking being accepted by a HotaruCon representative.
- 1.7 HotaruCon reserves the right to cancel a pitch booking in the case of violation of these T&Cs, including and not limited to breaches that occur and cannot be resolved during the event.

2) Refunds & Cancellations

- 2.1 Though this is unlikely, recent events have shown that we must plan for unintended changes to shows. If HotaruCon cannot run over its original dates, all exhibitors will

have the choice to roll over their booking or be fully refunded. In the event that an exhibitor wishes to cancel their table booking, this will be processed in line with the Refund Policy.

- 2.2 Vendor tickets can be transferred to another vendor by contacting the Vendors Liaison.
- 2.3 To request a refund, you must contact Dealers or Artists, as applicable, via the Contact Us portal on the Website. You must include your full name, contact details and vendor information. All refunds are subject to a 5% processing fee. You are not obligated to disclose the reason for your refund request.
- 2.4 Otherwise, refunds are:
 - At least 6 months before the event: 100% refund
 - At least 4 months before the event: 50% refund

3) Safety & Liability:

- 3.1 All exhibitors must have valid PLI insurance with a minimum coverage of £1mil and agree to provide confirmation at the time of the event. Risk assessments should be conducted for individual exhibitor pitches.
- 3.2 HotaruCon is not liable for loss or damage to any goods or equipment during the event. While security will be provided for all exhibitor spaces while they are open, and the spaces will be locked while not in use, liability ultimately remains with the exhibitor.
- 3.3 Tables cannot be moved without prior discussion with the Vendor Liaison. Structures including, but not limited to, clothes rails, shelves and grid walling are permitted but must remain in the dedicated space for your pitch.
- 3.4 Electrical goods must be PAT tested before being used in exhibitor rooms.

3.5 All trading activities must be carried out within your allocated space and not on the convention floor or external areas, with the exception of pre-arranged activities, workshops or panels.

3.6 Pitches are 'unwalled' and you may not attach items to the venue walls.

4) Permitted Goods

4.1 All items offered by exhibitors must be legal to sell in the United Kingdom.

4.2 HotaruCon does not permit the sale of counterfeit goods, unauthorised copies, or 'greymarket' items. Fanart, and manufactured items using fanart, are permitted provided that the artist is either in attendance or has provided verifiable confirmation that the sale is permitted.

4.3 Unfortunately, the venue does not permit the sale of food or drink by exhibitors.

4.4 HotaruCon reserves the right to require items be removed from retail displays in the event that they cannot be confirmed to meet these requirements.

5) Legal

5.1 These rights, singly or in any combination, shall be exercisable by HotaruCon at its sole discretion.

5.2 General Event Entry Terms and Conditions will also apply to exhibitors.

5.3 Final authority for all decisions relating to vendor activities rest with HotaruCon Operations Staff. All decisions are final and not subject to appeal. Any disputes arising from this agreement are to be judged under English Law and any disputes will be settled by the judgement of an arbitrator chosen by HotaruCon, in agreement with the vendor, should any unsettled dispute arise.