



July 2-4, 2010

**Westin DFW Airport
4545 West John Carpenter Freeway
Irving, TX 75063**

Why Be a Vendor at SGC?

Launched in 2009 ←

Unsatisfied with the lack of gaming conventions in the southwest, ScrewAttack Entertainment LLC sought to fill that void by launching SGC. Less than eight months later, SGC launched July 4th weekend 2009 to an **overwhelming positive response**, bringing gamers of all ages together for a three day celebration of video games, nerd culture, and FUN.

→ ***Over 1,200 Attendees Last Year***

Last year's attendance numbers broke above the 1,200 mark. We expect to **more than double** that number for SGC 2010.

Worldwide Reach ←

SGC 2009 brought people from not only the United States, but **all over the world**. Our attendees traveled from Canada, Mexico, Colombia, Japan, United Kingdom, Republic of Ireland, and even Sweden, just to be a part of all the fun!

→ ***Why Exhibit at SGC?***

Do you like video games? Do you like to have fun? Do you like the idea of a wet conga line? Then SGC is the place for you! SGC is backed by ScrewAttack Entertainment LLC, home to the most downloaded video game entertainment content on the internet. With an dedicated and loyal **fan base of over 1 million**, it's kind of hard to keep something like SGC a secret! But don't take our word for it, see what some of our vendors from last year have to say about SGC:

"We had a great time at SGC '09. Seeing con goers coming from all over the world gave an awesome perspective. Especially since they were all willing to hang out at the booth and talk with us about games and our mutual Otaku pursuits." - **Rik&Ric Otaku Cafe**

"We exceeded our annual Black Friday store sales on the first afternoon alone—at times our booth had a 40 minute wait just to check-out! There is no way we're missing out on a chance to be apart of it again next year."

- **GameAttack Store Manager, Jared**



Application for Vendor Space

July 2-4, 2010

Westin DFW Airport

4545 West John Carpenter Freeway

Irving, TX 75063

Please review all pages carefully. All applications and required materials must be received by May 31, 2010. Mail requests must be postmarked by May 31, 2010 and received by June 4, 2010 to be processed for SGC 2010 vendor space.

Please make check or money order payable to:
ScrewAttack Entertainment LLC

Mail completed application and payment to:

ScrewAttack Entertainment
ATTN: SGC Vendor Bookings
PO Box 294631
Lewisville, TX 75029

For questions or concerns, e-mail:

Corey@ScrewAttack.com

Section 1: Applicant Information

Please fill in all sections below.

Company Name

Preshow Contact Person

Title/Position

On-Site Contact Person (if different)

Address

City

State

Zip/Postal Code

Country

Contact Phone Number

Email Address

Website

Attended SGC 2009: YES NO

Section 2: Vendor Space

Space consists of one 8' draped table, two chairs, and two vendor badges. Limited power will be available in the vendor area. Dedicated power drops are available for an additional fee. Location will be assigned after receipt of all required materials and payment. Purchase 2 or more tables and receive a \$10 discount per table.

SGC Vendor Table \$250 X _____ = _____

2 or More Discount - \$10 X _____ = _____

Power Drop + \$50 X _____ = _____

TOTAL = \$ _____

A cancellation fee of \$100 applies if contract is cancelled by vendor after April 1, 2010.

In making this application, I hereby acknowledge that I have read, understand, and signed off on the attached Rules & Regulations for Vendors at SGC and hereby agree to be bound and comply with the Rules & Regulations. I further acknowledge that failure to abide by the Rules & Regulations for Vendors at SGC may result in the loss of my Vendor privileges without recourse or refund. Filling out this application is not a guarantee of space or placement. No verbal agreements will be honored. Acceptance of payment with this form should not be construed to mean payment in full or a guarantee of space.

This application shall not be a binding contract until this page of the application has been signed by both the vendor and an authorized representative of SGC. Please keep a copy for your records.

Vendor Signature

SGC Authorization

Print Name

Print Name

Date

Date

Section 3: Payment Information

Check/Money Order

Credit Card (PayPal)

PayPal Instructions

Upon receiving your vendor application, ScrewAttack Entertainment will send you a PayPal invoice to your contact email address listed above for the cost of your vendor space. Amount must be paid in full by May 31, 2010 or you will forfeit your reserved space.

GENERAL TERMS AND CONDITIONS

1. Defined Terms

The term "Event" means GGC, currently scheduled to be July 2-4, 2010. ("Event Dates") at the Westin DFW Airport Hotel ("Exhibit Facility"). The Event is owned, produced and managed by ScrewAttack Entertainment LLC. As used hereinafter, the term "Organizer" means, collectively, ScrewAttack Entertainment LLC, and each of its/their respective officers, directors, agents, affiliates, representatives, employees and assigns, unless the context requires otherwise. The term "Vendor" means, collectively (i) the company, any other business entity, or person that applied for exhibit space rental and agreed to enter into this contract upon acceptance by ScrewAttack Entertainment LLC in the manner stated below and (ii) each of its officers, directors, shareholders, employees, contractors, agents, representatives, and/or invitees, as applicable.

2. Contract Acceptance

This contract shall become binding and effective only when it has been signed on the opposite page by Vendor and counter-signed on the opposite page by a duly authorized representative of ScrewAttack Entertainment LLC.

3. Assumption of Risks; Releases

Vendor expressly assumes all risks associated with, resulting from or arising in connection with Vendor's participation or presence at the Event, including, without limitation, all risks of theft, loss, harm, damage or injury to the person (including death), property, business or profits of Vendor, whether caused by negligence, intentional act, accident, act of God or otherwise. Vendor has sole responsibility for its property or any theft, damage or other loss to such property (whether or not stored in any courtesy storage area, including without limitation any subrogation claims by its insurer. Neither Organizer nor the Exhibit Facility accepts responsibility, nor is a bailment created, for property delivered by or to Vendor. Neither Organizer nor the Exhibit Facility shall be liable for, and Vendor hereby fully and forever release and discharge the Organizer and the Exhibit Facility, individually and collectively, and their present and former officers, directors, shareholders, partners, affiliates, employees, agents, representatives and attorneys, and predecessors, assignees and successors of each of them, from all claims, actions, causes of action, demands, cross-claims, counter-claims, obligations, contracts, indemnities, contributions, suits, debts, sums, accounts, controversies, rights, damages, costs, attorneys' fees, losses, expenses and liabilities whatsoever, in law, equity or otherwise (collectively "Claims") which either may now have or have had or which may hereafter accrue, individually, collectively or otherwise in connection with, relating to or arising out of Vendor's participation and/or presence in the Event. Vendor acknowledges that there is a possibility that subsequent to the execution of this contract, it will discover facts or incur or suffer claims that were unknown or unsuspected at the time this contract was executed, and which if known by it at that time may have materially affected its decision to execute this contract. Vendor acknowledges and agrees that by reason of this contract, and the releases contained in this Section 3, it is assuming any risk of such unknown facts and such unknown and unsuspected claims.

4. Indemnification

Vendor shall on a current basis, indemnify, defend (with legal counsel satisfactory to ScrewAttack Entertainment LLC in its sole discretion) and hold Organizer and the Exhibit Facility harmless from any and all claims, demands, suits, liabilities, damages, losses, costs, reasonable attorneys' fees and expenses, which result from or arise out of or in connection with (a) Vendors' participation or presence at the Event; (b) any breach by Vendor of any agreements, covenants, promises or other obligations under this contract; (c) any matter for which Vendor is otherwise responsible under the terms of this contract; (d) any violation or infringement (or claim or violation or infringement) of any law or ordinance or the rights of any party under any patent, copyright, trademark, trade secret or other proprietary right; (e) any libel, slander, defamation or similar claims resulting from the actions of Vendor; (f) harm or injury (including death) to Vendor; and (g) loss or damage to property or the business or profits of Vendor, whether caused by negligence, intentional act, accident, act of God, theft, mysterious disappearance or otherwise. Vendor shall not settle or compromise any claims against Organizer without Organizer's prior written consent.

5. Limitation of Liability

Under no circumstances shall Organizer or the Exhibit Facility be liable for any lost profits or any incidental, special, indirect, punitive or consequential damages whatsoever for any of the acts or omissions whether or not apprised of the possibility of any such lost profits or damages. In no event shall Organizers maximum liability under any circumstance exceed the amount actually paid to ScrewAttack Entertainment LLC by Vendor for exhibit space rental pursuant to this contract. Organizer makes no representations or warranties, express or implied, regarding the number of persons who will attend the Event or regarding any other matters.

6. Qualifications of Vendor

ScrewAttack Entertainment LLC, in its sole discretion, shall have the right to determine whether a prospective vendor is eligible to participate in the Event. Applicants who have not previously exhibited at a prior event held by Organizer similar to that of the Event may be required to submit a description of the nature of their business and the items intended to be exhibited. ScrewAttack Entertainment LLC reserves the right to restrict or remove any exhibit which ScrewAttack Entertainment LLC, in its sole discretion, believes is objectionable or inappropriate.

7. Assignment of Space

Exhibit space shall be assigned by SCREWATTACK ENTERTAINMENT LLC in its sole discretion for the Event and for the Event Dates only. Any such assignment does not imply that similar space will be assigned for future events held by Organizer. SCREWATTACK ENTERTAINMENT LLC reserves the right to change the floor plan or to move a Vendor to another booth location prior to or during the Event if SCREWATTACK ENTERTAINMENT LLC in its sole discretion determines that to do so is in the best interest of the Event.

8. Cancellation by Vendor

General: Generally, partial cancellation of booth space is not permitted, any partial cancellation must have the prior written consent of SCREWATTACK ENTERTAINMENT LLC, which consent shall be in SCREWATTACK ENTERTAINMENT LLC's absolute discretion. Vendors who cancel exhibit space by April 1, 2010, will be refunded total due. Vendors who cancel exhibit space after April 1, 2010 will be refunded total due, less a \$100.00 cancellation fee. There will be no refunds for cancellations made less than 60 days prior to the opening day of the Event.

9. Cancellation by ScrewAttack Entertainment LLC

If Vendor fails to make a payment required by this contract in a timely manner, SCREWATTACK ENTERTAINMENT LLC may terminate this contract immediately (and Vendor's participation in the Event) without further notice and without obligation to refund monies previously paid. SCREWATTACK ENTERTAINMENT LLC reserves the right at its discretion to refuse Vendor permission to move in and set up an exhibit if Vendor is in arrears of any payment due to SCREWATTACK ENTERTAINMENT LLC. SCREWATTACK ENTERTAINMENT LLC is expressly authorized (but has no obligation, expressed or implied) to occupy or dispose of any space vacated or made available by reason of action taken under this paragraph in such manner as it may deem best, and without releasing Vendor from any liability hereunder. SCREWATTACK ENTERTAINMENT LLC may also terminate this contract effective upon written notice of termination if Vendor breaches any of its obligations under the contract without any obligations, expressed or implied, on SCREWATTACK ENTERTAINMENT LLC's part to refund any payments previously made and without releasing Vendor from any liability arising as a result of or in connection with such breach. If SCREWATTACK ENTERTAINMENT LLC removes or restricts an exhibit which SCREWATTACK ENTERTAINMENT LLC considers to be objectionable or inappropriate, no refund will be due Vendor.

10. Cancellation of the Event

If SCREWATTACK ENTERTAINMENT LLC cancels the Event due to circumstances beyond the reasonable control of SCREWATTACK ENTERTAINMENT LLC (such as acts of God, acts of war, governmental emergency, labor strike or unavailability of the Exhibit Facility) SCREWATTACK ENTERTAINMENT LLC shall refund to each Vendor its exhibit space rental payment previously paid, minus a share of costs and expenses incurred, in full satisfaction of Organizer's liabilities to Vendor. SCREWATTACK ENTERTAINMENT LLC reserves the right to cancel, rename or relocate the Event or change the dates on which it is held. If SCREWATTACK ENTERTAINMENT LLC changes the name of the Event, relocates the Event to another event facility within the same city or changes the dates for the Event to dates that are not more than thirty (30) days earlier or thirty (30) days later than the dates on which the Event originally was scheduled to be held, no refund will be due to Vendor; provided however, SCREWATTACK ENTERTAINMENT LLC shall assign use of such space to Vendor pursuant to the terms of this contract. If SCREWATTACK ENTERTAINMENT LLC elects to cancel the Event other than for reasons previously described in this paragraph, SCREWATTACK ENTERTAINMENT LLC shall refund to each Vendor its entire exhibit space rental payment previously paid, in full satisfaction of any and all liabilities on the part of the Organizer to Vendor.

11. Exhibit Space Occupancy

Hours and dates for installing, occupying and dismantling exhibits shall be those expressly specified by SCREWATTACK ENTERTAINMENT LLC. If Vendor fails to install its display in its assigned space by one hour before show opens or leaves its space unattended during the Exhibit hours, SCREWATTACK ENTERTAINMENT LLC shall have the right to take possession of the space and no refund will be due to Vendor. All exhibits must be open for business during the Event hours each day of the Event. Vendor may not dismantle their display until the Event is officially closed by SCREWATTACK ENTERTAINMENT LLC on the last day of the Event.

12. Listings and Promotional Materials

By Vendor's participation in the Event, Vendor expressly grants to SCREWATTACK ENTERTAINMENT LLC a fully paid, perpetual non-exclusive license to use, display and reproduce the name, trade names and product names of Vendor in any directory (print, electronic or other media) listing the exhibiting companies at the Event and to use such names in SCREWATTACK ENTERTAINMENT LLC promotional materials. SCREWATTACK ENTERTAINMENT LLC shall not be liable for any errors in any listing or descriptions or for omitting any Vendor from the directory or other lists or materials. Vendor agrees that SCREWATTACK ENTERTAINMENT LLC may also take photographs of Vendor's booth space, exhibit and personnel during, before or after the open hours of the Event and use such photographs for any SCREWATTACK ENTERTAINMENT LLC promotional purpose.

13. Care of Exhibit Facility

Vendor shall promptly pay for any and all damages to the Exhibit Facility or associated facilities, booth equipment or the property of others caused by Vendor.

14. Taxes and Licenses

Vendor shall obtain any licenses, permits or approvals under federal, state or local law applicable to its activities at the Event at its sole expense. Vendor shall obtain any necessary tax identification numbers and permits and for paying all taxes, license fees, use fees, or other fees, charges, levies or penalties that become due to any governmental authority in connection with its activities at the Event.

15. Copyrighted Materials

Vendors shall not play or permit the playing or performance of, or distribution of any copyrighted material at the Event unless it has obtained all necessary rights and paid all required royalties, fees or other payments.

16. Observance of Laws

Vendor shall abide by and observe all federal, state and local laws, codes, ordinances, rules and regulations, and all rules and regulations of the Exhibit Facility (including without limitation any union labor work rules). Without limiting the generality of the foregoing, Vendor shall construct its exhibits to comply with the Americans with Disabilities Act.

17. Additional Terms and Conditions

SCREWATTACK ENTERTAINMENT LLC has sole control over attendance policies. Except as provided to the contrary in this contract, all monies paid by Vendor shall be deemed fully earned and non-refundable at the time of payment. Vendor shall conduct itself at all times in accordance with normal standards of decorum and good taste. In addition to its right to close an exhibit and withdraw acceptance of the contract, SCREWATTACK ENTERTAINMENT LLC in its sole judgment may refuse to consider for participation in future events held by Organizer a Vendor who violates or fails to abide by the contract and any of the accompanying rules and regulations. Any amendment or modification to this contract must be in writing and signed by an authorized representative of SCREWATTACK ENTERTAINMENT LLC. **Vendor may not assign this contract or any right hereunder nor may Vendor sublet or license all or any portion of its exhibit space without the prior written consent of SCREWATTACK ENTERTAINMENT LLC, which consent shall be in SCREWATTACK ENTERTAINMENT LLC's sole discretion.**

18. Incorporation of Rules and Regulations

Any and all matters pertaining to the Event and not specifically covered by the terms and conditions of this contract shall be subject to determination by SCREWATTACK ENTERTAINMENT LLC in its sole discretion. SCREWATTACK ENTERTAINMENT LLC may adopt rules or regulations from time to time governing such matters and may amend or revoke them at any time, upon reasonable notice to Vendor. Any such rules and regulations (whether or not included in an Vendor Service Manual or similar document) are an integral part of this contract and are incorporated herein by reference and shall have the full force and effect as if such rules and regulations are fully set forth herein. Vendor shall observe and abide by additional regulations made by SCREWATTACK ENTERTAINMENT LLC as soon as these additional rules or regulations are communicated to Vendor. This contract (including any additional rules or regulations adopted by SCREWATTACK ENTERTAINMENT LLC from time to time) states the entire agreement of the parties with respect to the subject matter hereof.

19. Governing Law

This contract is governed by the laws of the State of Texas as applied to contracts entered into and entirely performed within such state. Vendor agrees that the courts located in the State of Texas shall constitute the exclusive forum for the resolution of any and all disputes arising out of, connected with or related to this contract or the breach of any provision of this contract. Vendor waives any right to assert lack of personal or subject matter jurisdiction and agrees that venue property lies in Irving, Texas.

20. Character of Displays: Use of Aisles and Common Areas

Distribution of samples and printed matter of any kind and any promotional material is restricted to the exhibit booth. All exhibits shall display products or services in a tasteful manner as determined in SCREWATTACK ENTERTAINMENT LLC's sole discretion. The aisles, passageways and overhead spaces remain strictly under control of SCREWATTACK ENTERTAINMENT LLC and no signs, decorations, banners, advertising material or special exhibits will be permitted in any of these spaces except by written permission of SCREWATTACK ENTERTAINMENT LLC. Equipment must be arranged so that show visitors do not stand in the aisle while examining equipment or watching demonstrations.

21. Sound Advertisements

The use of devices for mechanical reproduction of sound or music is permitted, but must be controlled. Sound of any kind must not be projected outside of the vendor hall. SCREWATTACK ENTERTAINMENT LLC reserves the right to determine sound interference with others and Vendor shall comply with any request by SCREWATTACK ENTERTAINMENT LLC to discontinue any such sound or music.

22. Fire and Safety Laws

Federal, State and city laws must be strictly observed. Vendor shall be responsible for compliance with all applicable laws.

23. Rights of Offset; Enforcement

In the event Vendor is indebted to SCREWATTACK ENTERTAINMENT LLC, whether or not such indebtedness arises from this or any other agreement, SCREWATTACK ENTERTAINMENT LLC shall have the right in its discretion, to apply any refunds of exhibit booth fees properly due Vendor to such other indebtedness. In the event legal action is filed by SCREWATTACK ENTERTAINMENT LLC to enforce the terms and provisions of the agreement, the prevailing party in such action shall be entitled to reimbursement of court costs and reasonable legal fees.

24. Terms and Conditions Updates

SCREWATTACK ENTERTAINMENT LLC will be providing to Vendor from time to time additional materials which will specify additional terms and conditions for your participation and/or presence at the Event. Such additional terms and conditions (including without limitation those specified in the document entitled "General Terms and Conditions") are hereby fully incorporated herein by reference and shall have the full force and effect as if such terms and conditions are fully and expressly set forth herein. You hereby agree that all information containing terms and conditions provided to you by SCREWATTACK ENTERTAINMENT LLC shall be deemed fully read and understood by you and that you shall be bound by all the terms and conditions contained herein and therein.