

TERMS AND CONDITIONS

TOOLS FOR THE “NEW NORMAL” JOURNEY 2012 CONFERENCE

- 1. Exhibit Application** These rules and regulations are fully incorporated into the WCESS 2012 Conference (hereinafter, “Event”) exhibit space application form. WCESS will consider applications from organizations that present in a tasteful manner informational materials consistent with WCESS’ vision, mission, and purpose. In order to maintain balance and diversity in the exhibit hall, WCESS may limit the number of exhibitors who seek to exhibit certain products and services. Complete product/service literature must be provided to WCESS with exhibit space application. WCESS, in its sole discretion, reserves the right to reject at any time any application to exhibit for any reason, even with prior acceptance in this event or previous WCESS expositions.
- 2. Booth Activities** All business activities of the exhibitor must be within the contracted exhibit space of the exhibitor. No exhibitor may use their display to attract any Event registrant to an off-site location for an event or activity during the official Event hours, without prior written consent from WCESS. The distribution of products and/or literature, including refreshments and foods, will not be permitted without prior written approval from WCESS. No exhibitor may distribute or leave behind merchandise, signs, or printed matter in the registration areas, meeting rooms, or public areas of the Event site, including hotels, shuttle buses, parking garages, etc. without written prior approval of WCESS. WCESS reserves the right, in its sole discretion, to cancel or reject the use of exhibit space if such space is used to display material of any nature that WCESS determines is not in the best interest of the Event or not in compliance with the exhibit rules and regulations. Exhibitors may only display products and/or services sold in their regular course of business.
Sales: Sale of merchandise and/or services will be allowed in the designated section of the exhibit floor. However, Exhibitor must provide Seller’s Permit, or similar document(s), as required by the applicable governmental jurisdiction(s). A “sale” is defined as the exchange of a property, product, or service for an agreed sum of money by which cash, debit card, or credit card numbers are exchanged for purchase of the property, product, or service.
Odor Producing Items: Items that may be deemed offensive by WCESS are prohibited. Such items may include, but are not limited to, scents, preparations, foods, paints, animals, and plants.
Powered Vehicles: Exhibitor assumes all responsibility for ensuring that vehicles comply with all laws, rules, ordinances, and regulations that govern their display and operation.
Crowd Control: It is the responsibility of the exhibitor to monitor and maintain orderly lines and groups so as not to obstruct or interfere with nearby exhibits or create any safety and/or security risks.
Drawings and Contests: It is the exhibitor’s sole responsibility to ascertain the information necessary and to comply with all convention center regulations and local, state, and federal laws governing such activity. In addition, any sweepstakes, drawings, contests, and/or game of chance offering free prizes must be approved in writing by WCESS prior to distribution or the sweepstakes will be removed.
Food and Beverage Distribution: It is the exhibitor’s sole responsibility to comply with all convention center regulations and local, state, and federal laws governing such activity. Food samples and/or beverages must be from the exhibitor’s product line. All food and beverages, other than those from the exhibitor’s product line, must be ordered through the exclusive caterer at the convention center.
- 3. Occupancy of Space** It is the responsibility of the exhibitor to occupy and adequately staff the exhibit space throughout the official dates and times (subject to change) of the Event.
Show Move-In: Thursday, October 25, 2012, 7:00pm-11:00pm, or Friday, October 26, 2012, 6:30am-9am.
Show Dates: Friday & Saturday, October 26 & 27, 8:00am -6:00pm; Sunday, October 28, 8:00am-3:00pm.
Show Move Out: Sunday, October 28, 3:00pm to 6:00pm.
Exhibit Installation and Removal: All exhibits must be completely installed, and all packing cases must be off the floor or stored away by 9:00am, Friday, October 26. No work will be allowed after the official start of the conference at 9:00am on Friday, October 26. Dismantling of exhibit booths prior to the end of the show is

strictly prohibited. All exhibits must be completely removed by the end of the official move-out time.

4. Rejected Exhibits If WCESS determines an exhibit to be inappropriate or otherwise unsuitable, such exhibit must be altered, modified, or closed to conform to WCESS' requirements. Any cost associated with alterations, modifications, or closure, and removal of display, will be borne by the exhibitor. Such decisions shall be made in WCESS' sole discretion.

5. Subleasing/Sharing Exhibit Space Reassignment, subletting, and/or sharing exhibit space is strictly prohibited. No exhibitor shall assign, sublet, or share space allotted with any other company unless approval has been obtained in writing from WCESS.

6. Default Any exhibitor failing to occupy booth space for which the exhibitor has contracted will be held liable for such space at the full rental price. In the event the exhibit space is not occupied by Noon on the first day of the conference, Saturday, October 29, WCESS shall have the right to use such space as it sees fit.

7. Cancellations Exhibit space that has been assigned and confirmed in writing may be canceled, in total and/or in part, by written notice to WCESS without cost to the exhibitor if received at least 120 days prior to the Event date. Cancellations received less than 120 days but more than 90 days prior to the Event date will be assessed a liquidated damages/cancellation fee equal to 50% of the value of the total exhibit fees for the portion of the space canceled, in total and/or in part. Cancellations received less than 90 days prior to the event date will be assessed a liquidated damages/cancellation fee equal to 100% of the value of the total exhibit fees for the portion of the space canceled, in total and/or in part. If any exhibit is canceled by WCESS without cause, all payments for such exhibit space will be refunded in full.

8. Booth Requirements All booths must be in full compliance with all fire department, show, and exhibit guidelines for the facility, city, county, and state of the Event, including all local, state, and federal laws. **Furnishings:** Each booth will be equipped with a six-foot table and two chairs. Access to regular electrical outlets will be available upon request.

Flashing Signs and Strobe Lights: In the absence of prior written permission from WCESS, signs that flash and/or feature strobe lights will not be allowed on the exhibit floor.

Sound Devices and Noise: Public address systems, sound producing or amplifying devices, that project sound beyond the exhibitor's space, or excessive operating noise that distracts neighboring exhibits, are expressly prohibited. WCESS reserves the right to restrict exhibits that, because of noise or any other reason, may detract from the general character of the Event.

Lighter-Than-Air Balloons: In the absence of prior written approval by WCESS, lighter-than-air (e.g., helium, hot air, etc.) balloons are prohibited.

Animals: No animals except those required for assisting persons with disabilities are allowed in the exhibit halls. Exhibitors must obtain prior written approval from WCESS to use any animals for display or any other purpose in the exhibit hall.

9. Relocation of Exhibits WCESS, in its sole discretion, may relocate concessions and services; close or open entrances; and reconfigure the official exhibit floor plan.

10. Defacement of Building and Materials Exhibitors are liable for any damage caused by them to the official Event building, facility, or booth equipment. Exhibitors may not use nails, screws, or fasteners of any kind, apply paint, lacquer, adhesive, or any other coating on building walls, columns, windows, doors, chairs, and/or floors.

11. Security/Risk of Loss Exhibitors shall assume all risk of loss or damage of any kind to their individual display, its contents, personal belongings of its exhibit staff, rental items, etc.

12. Exhibitor Registration and Admission Policy Official exhibitor badges will be provided for exhibitor personnel staffing booths. Exhibitor personnel shall be restricted to the employees and agents of the

exhibitor. Exhibitors may enter the exhibit hall one (1) hour prior to opening time and remain one (1) hour after closing time on show days, or as determined by WCESS. Exhibitor personnel shall not enter exhibits of other organizations, during non-exhibit hours, without written permission from said exhibitor.

13. Labor Exhibitors must comply with all applicable, local, state, and federal labor laws and applicable labor agreements.

14. Liability and Indemnification The exhibitor agrees to indemnify and hold WCESS, its officers, directors, members, and employees, and all individuals or organizations performing services for them in connection with the Event harmless from all claims, losses, damages, injuries, liabilities, judgments, or settlements including reasonable attorney's fees, costs, and other expenses, any or all of them incurred on account of actions, negligent or otherwise, of the exhibitor or its employees or agents. Exhibitor agrees to indemnify and hold harmless WCESS, and its affiliated and related entities from all complaints, claims, causes of action, damages of any type or nature, including costs, expenses and attorney's fees, that arise out of, or are related to, any product or service offered by exhibitor at the Event. The exhibitor releases WCESS from liability for any expenses incurred or other damage suffered by the exhibitor if the Event is canceled because of a strike, riot, natural disaster, terrorism, threats of terrorism, a local, state, or federal government declared state of emergency, or any other cause beyond WCESS' control. The exhibitor warrants that it is fully authorized and licensed to use (a) the name and/or the portraits or pictures of persons, living or dead, or things; (b) any trademarks, or copyrighted or otherwise private material; (c) any testimonials contained in any exhibit prepared by or on behalf of the exhibitor and that such exhibit is not libelous, an invasion of privacy, violation of any right of publicity, or otherwise unlawful as to any third party. Exhibiting at the event does not constitute an endorsement by WCESS or any of its affiliated or related entities of any product or service offered by exhibitor. Exhibitor agrees to address all complaints, claims and causes of action, of any type or nature, with respect to any product or service offered by exhibitor at the Event, and that WCESS, including its affiliated and related entities, has no duty, obligation or responsibility to address in any manner any complaint, claim, or action that is in any way related to any product or service offered by exhibitor at the Event.

15. Name, Logo, Event Theme, and Design The exhibitor represents and warrants that it will not use the name of WCESS in promotional or information material without expressed written consent of WCESS. Use of the WCESS name, logo, theme, and design are strictly prohibited without prior written consent of WCESS.

16. Insurance The exhibitor shall, at its own cost and expense, obtain and keep in full force and effect during the life of the exhibit such insurance coverage as it is customary to maintain for its employees, agents, and such exhibit programs. All property of the exhibitor is understood to remain under their custody and control in transit to, within, and in transit from the confines of the exhibit hall. The exhibitor assumes all risk of loss or damage of any kind.

17. Smoking No smoking is permitted in the exhibit hall.

18. Compliance with Laws and Event Rules Exhibitor at its own expense shall observe and comply with all laws, statutes, ordinances, rules, and regulations of the Government of the United States, the state of Arizona, Arizona State University, and the Event rules herein. Failure to comply with applicable laws and Event rules may result in WCESS evicting the exhibitor and/or denying the exhibitor the opportunity to participate in future WCESS sponsored events.

19. Amendments and Interpretation of Rules and Regulations All of the above rules and regulations are to be construed as part of all space applications. WCESS shall have full power in the interpretation and enforcement of all rules and the power to make amendments thereto they consider necessary or make final decisions on points these rules do not cover for the proper conduct of the Event and its exhibits.