



AME Toronto 2020 Virtual Conference Exhibitor Rules and Regulations

1. APPLICATION, FEES, PAYMENTS, CANCELLATIONS

- Except as provided to the contrary in this contract, all monies paid by the Exhibitor shall be deemed fully earned and non-refundable at the time of payment.
- Applications for rental of Virtual Exhibit Space shall be subject to the approval of AME, and AME reserves the right to reject applications for space with or without cause if AME determines the rejection is in the best interest of the conference. AME will contact the Exhibitor following submission of the Virtual Exhibit Space Agreement if it finds issues with the ability of the Exhibitor to facilitate its virtual session or room. Upon acceptance of the Virtual Exhibit Space Agreement by AME, its contents, as modified if applicable, shall become a legally binding agreement for the rental of Virtual Exhibit Space between the Exhibitor and AME, subject to the terms and conditions herein. The Exhibitor agrees to accept and, when requested, to promptly respond to Conference information sent by AME via e-mail or any other method of communication.
- **Exhibit Fees.** The cost of Virtual Exhibit Space is dependent on the sponsorship level, vBooth type, and vBooth amenities. The Exhibitor must be fully paid on all money owed to AME to receive applicable benefits.
- **Payment Schedule.** Payments may be made by credit card, wire transfer or check (in U.S. funds drawn on a U.S. bank only). Checks must be made payable to AME and mailed to 3701 Algonquin Road, Suite 225, Rolling Meadows, IL 60008. Unless otherwise agreed upon by AME, in its sole discretion, the Exhibitor has the following options for payment of their virtual booth, or vBooth, space or sponsorship package:
 1. Payment Option 1: 100% deposit submitted upon receipt of application approval by business check, money order or wire transfer to AME's bank.
 2. Payment Option 2: 100% deposit submitted upon receipt of application approval by credit card.
- **Amendments to the Exhibit Space Agreement.** It is understood and agreed that any changes or modifications to the Virtual Exhibit Space Agreement following the initial submission of request for vBooth or Sponsorship requested by the Exhibitor shall be considered accepted and approved by AME if notification is provided by the Exhibitor to, and received by, AME by any form of written communication and notification of AME approval is sent back to Virtual Exhibitor by any form of written communication. Changes may include, but not be limited to,

modifications to exhibit room link, location, configuration, payment terms or cancellations by the Exhibitor. AME shall consider email by and to the Exhibitor as acceptance of such changes, and thereby modify the exhibit fees due from the Exhibitor pursuant thereto. Changes initiated by AME to the Exhibitor's Virtual Exhibit Space shall be communicated in writing to the email address provided by the Exhibitor on the Virtual Exhibit Space Agreement, and all such communications will be interpreted as read and accepted unless the Exhibitor objects in writing to AME within five (5) business days.

- If you must cancel your booth reservation at any time, you must submit a cancellation request in writing to the AME.

At its discretion, if at any time AME deems a Virtual Exhibit Space or its contents objectionable, AME reserves the right to remove and/or cancel the Virtual Exhibit Space or any portion thereof at the Exhibitor's sole expense. This reservation includes persons, things, conduct, printed matter, signs, products or any item of poor character, which, in the sole judgment of AME, is detrimental to or unsuitable for the Conference or jeopardizes the Conference's safe operations. This right may be exercised by AME at any time, regardless of whether it is before the Conference or during the Conference. In the event the right is exercised during the Conference, AME shall not be liable for refund of exhibit space rental fees, exhibit equipment rental fees, or any other expense incurred by reason of AME's removal of objectionable contents or cancellation of the Virtual Exhibit Space or any portion thereof. The Exhibitor hereby expressly waives any and all rights and claims, actions and demands for damages, costs and expenses, including without limitation, legal fees, lost profits, and costs of goods sold, against the virtual hosting platform, AME, their directors, officers, agents, employees and/or servants for such removal and/or cancellation.

2. ELIGIBILITY

AME will provide requirements to Exhibitors that must be met in order to participate, including minimum internet speeds, camera, audio and access to specific online meeting platforms. AME reserves the right to determine or verify the eligibility of the Exhibitor for inclusion in the Conference prior to, or after, submission of the Virtual Exhibit Space Agreement. AME will determine the appropriateness of products to be exhibited by their distinctive characteristics or performance capability. AME also reserves the right to prohibit display or advertisement of products at any time if display or advertisement of such products would not meet Conference objectives or would cause the Exhibitor to be in violation of these Exhibitor Rules & Regulations, the Exhibit Display Regulations, or the Intellectual Property Rights Policy.

3. OPERATION AND CONDUCT

- **Exhibit Personnel**

1. Attendants, employees and representatives of the Exhibitor must confine their activities to the Virtual Exhibit Space.
2. vBooths must be staffed or have notification of return time during all Conference hours. Exhibitors with vBooths that are not staffed during Conference hours could be subject to loss of credentials for future Conferences and loss of other Conference privileges as determined by the AME.

3. The Exhibitor shall not photograph or record video of another Virtual Exhibit Space or product of another Exhibitor unless such photography or videography is approved in writing by the other Exhibitor or AME.
 4. The Exhibitor may not harass or antagonize another party or attendee.
 5. No area of the AME platform shall be used for any improper, immoral, illegal or objectionable purpose.
- **Code of Ethics.** All Exhibitors must act in accordance with AME's Code of Ethics: The conference provides a unique, non-commercial forum for open dialogue and the creative exchange of ideas among professionals in business and industry. Consequently, every activity and program must represent the highest standards of decorum, respect, mutual understanding and conscientious adherence to ethical principles on the part of all participants. Under no circumstances should any virtual presentations be used for direct promotion of an Exhibitor's product, service or monetary self-interest.
 - **Apparel.** All Exhibitor personnel and their contractors must wear appropriate apparel at all times. AME reserves the right to make determinations on appropriate apparel. Business or business casual attire is recommended. Exhibitors who are uncertain with regard to compliance with the appropriate apparel and entertainment regulations are encouraged to consult with AME in advance of the Conference.
 - **Buyer Activities.** Exhibitors are not permitted to host or sponsor any event that attracts buyers during exhibit hours unless such event is approved in writing by AME.
 - **Entertainment, Music.** All music and entertainment must be in good taste and not include any lyrics that are inflammatory, sexually explicit, sexist, gang-related or violent, or that promote activities of any type that defame or denigrate women, law enforcement, or other established authorities. AME shall be the final authority on the acceptability of music played by Exhibitor and the activities of vBooth models and entertainers. Violators are subject to immediate closure of their vBooth, removal of vBooth personnel and/or closure of the Virtual Exhibit Space for the duration of the Conference.
 - **Objectionable Exhibits.** See section 1. above regarding AME's right to remove and/or cancel Virtual Exhibit Space, or any portion thereof, that AME deems objectionable.
 - All vBooths will be inspected during the event. Any exhibitor deviating from the Rules must make modifications to its Virtual Exhibit Space at the Exhibitor's expense. If modifications are not made by the Exhibitor, AME will instruct its official contractors to make any necessary adjustments, at the Exhibitor's sole expense. Moreover, the Exhibitor shall be responsible for all costs associated with ensuring any activities, if applicable, are deemed safe under any and all conditions, as determined by AME in its sole discretion. AME will not be subject to any damages whatsoever should an activity or display be required to be terminated or removed by AME, or its designees, due to such circumstances.
 - **Liability and Insurance.** Neither AME, nor any of the officers, employees, agents, contractors and affiliates of such entities, nor the owners, management company, employees or representatives of the hosting platform will be responsible for any injury, loss or damage that may occur to the Exhibitor or to the Exhibitor's employees or property, prior, during or subsequent to the period covered by the Virtual Exhibit Space Agreement. The Exhibitor expressly releases the foregoing persons and entities from and agrees to indemnify the same against any and all claims for such loss, damage or injury arising from the negligent or willful acts or omission of the Exhibitor and its employees, agents, contractors and invitees. Exhibitors are responsible for all liability insurance coverages.

- **Accidents/Incidents.** Any accident or incident involving or occurring in the Exhibitor's vBooth, or as it relates to vBooth personnel are the express responsibility of the Exhibitor.

4. **vBooth Space**

- **vBooth Space.** vBooths should look professional and engaging. The background of your camera view should be clean and professional. The use of personal pictures, posters, banners, etc. are encouraged.
- **vBooth Preparation.** All vBooths must be tested and operational by 10:00AM EDT on the day of the event. Testing must be scheduled and performed the day prior to the event or the morning of the event. Untested vBooths may be restricted or removed from the event.
- **Late Arrival.** Late arrival to the Exhibitor's vBooth space will not be permitted without prior written permission from AME.
- **Default Occupancy.** Any Exhibitor failing to occupy space contracted for in a timely manner is not relieved of the obligation of paying the full rental price for such space, and AME management staff has the right to use such space as it sees fit to eliminated blank space in the Virtual Exhibit Hall, if such vBooth space is not occupied by the Exhibitor 1 hour prior to the start of the exhibit.
- **Early Move-out.** The Exhibitor shall not initiate move-out or abandon its Virtual Exhibit Space prior to the official Conference closing time. Violation will cause the Exhibitor to be subject to a \$500 fine and loss of eligibility to participate in future Conferences.

5. **ADMISSION REGULATIONS**

Admission to the Conference is by official registration of AME for that specific event. Exhibitor logins may not be ordered for or transferred to buyers or non-employees. Logins are the property of AME and are non-transferable. The Exhibitor waives any right to claim for damages against AME or the Event Platform for the ejection of any person or persons from the Event Platform by the Event Platform or AME where, in the sole determination of the Event Platform and/or AME, such person or persons have or likely will create a danger to public health and/or safety or behave in an objectionable manner.

6. **VIOLATIONS**

The Exhibitor shall be bound by the Rules as defined herein, and by such additional rules and regulations, which may be established by the Event Platform and AME at any time. AME shall enforce all Rules and such additional rules and regulations, and its decision on these matters will be final. All matters and questions not covered by the Rules and such additional rules and regulations shall be subject to the final judgment and decision of AME. Any violation by the Exhibitor of any Rules and such additional rules and regulations shall subject the Exhibitor to cancellation of the agreement to occupy Virtual Exhibit Space, to forfeiture of any monies paid on account thereof, and could make the Exhibitor subject to loss of seniority points, loss of credentials for future Conferences and loss of other Conference privileges. Upon AME notifying the Exhibitor of such cancellation, AME shall have the right to take possession of the Exhibitor's Virtual Exhibit Space.

7. **COMPLIANCE WITH LAWS**

The Exhibitor agrees to comply with and be bound by all laws of the United States, and wherever applicable, all rules and regulations of the police department and those policies and criteria established

by the laws governing virtual environments. Illegal acts of any kind will be referred to the appropriate authorities for prosecution.

8. ACCESS CONTROL

AME will provide access control from event planning through the conclusion of all activities, including follow-up. AME shall not be held responsible for the loss of any material by any cause and urges the Exhibitor to exercise normal precautions to protect its account and login privileges.

9. FAILURE TO HOLD EVENT

Should any contingency prevent holding of the AME Toronto 2020 Virtual Conference, AME will retain such part of the Exhibitor's rental as shall be required to pay for expenses incurred up to the time such contingency shall have occurred. The Exhibitor waives all claims for damage or recovery of payments made except the return of the prorated amount paid for the Virtual Exhibit Space less expenses incurred by AME and the Event Platform.

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