

# Exhibitor Rules, Regulations and Policies: Virtual Event

The North Dakota Hospital Association (NDHA) has established the following Exhibitor Rules, Regulations and Policies: Virtual Event for NDHA's 86<sup>th</sup> Annual Convention and Trade Show ("Virtual Meeting Rules" or "Rules") to protect the integrity of the virtual Exhibit Hall experience during the convention and trade show (Exhibit Hall) and ensure compliance with laws and contracts. NDHA Show Management shall refer to all officers, employees, contractors, volunteers, and agents acting with authority from NDHA. It is the responsibility of the Exhibitor and its representatives (Exhibitor) to ensure that all booth personnel and contractors working on behalf of the Exhibitor adhere to the Rules and conduct themselves in a professional manner. These Rules form an integral part of your application and contract for virtual exhibit space.

## **1. Purpose**

The purpose of the 2020 NDHA Annual Convention and Trade Show (Event) is to further NDHA's objectives for the Event by providing a supportive forum for hospitals, health systems, and related organizations using educational sessions, exhibits, and social networking opportunities.

## **2. Eligibility**

Exhibitors are limited to firms, organizations, individuals, and agencies whose exhibits promote an awareness of products, technologies and services that are recognized and approved by NDHA Show Management and which NDHA believes will support the goals of the Event. NDHA has the sole right to determine the final eligibility and qualification of any firm, organization, individual, agency, product, or service for inclusion in the Exhibit Hall. Rulings of NDHA shall, in all instances, be final regarding inclusion in and allowed use of exhibit space in the Exhibit Hall. Exhibitor may not assign, sublet, or apportion to others the whole or any part of the space allocated to Exhibitor. Only the Exhibitor as identified on the application and contract for Exhibit Space that has been approved by NDHA may exhibit during the Event in the Exhibit Hall. Only those products and services that are manufactured, provided, or distributed by the Exhibitor may be displayed in the Exhibit Hall.

## **3. Exhibit Space Rules**

The atmosphere, content, and activities in the Exhibitor's Virtual Exhibit Space (Exhibit Booth or Exhibit Space) must always be congruent with the mission of NDHA. All booth activities and content must be professional in nature and provide services, products, or educational information related to the needs of hospitals and related health care entities.

## **4. Compliance with Laws, Regulations, Industry Codes and NDHA Policies**

Exhibitors must comply with all laws and regulations applicable to their Exhibit Booth, their activities related to their exhibit booth, meeting attendees, or their involvement in the Event, including but not limited to the Americans with Disabilities Act, Food and Drug Laws, and Privacy Laws. In addition, Exhibitors should be aware of and comply with applicable industry codes.

## **5. Product/Service Display**

An Exhibitor is responsible for providing the information it wants to display, including uploading information to the Exhibitor Portal to be displayed on its booth profile as specified in the registration materials, application, and other communication from NDHA or the Event platform vendor. In addition to these Rules, an Exhibitor is also subject to the terms and conditions of the Event platform vendor.

## **6. Exhibitor Conduct**

Exhibitor is responsible for ensuring that the corporate entity and all individuals working on behalf of Exhibitor, including booth personnel, employees, agents, and contractors working on behalf of the Exhibitor (collectively Exhibitor Parties) are aware of and adhere to these Rules, applicable laws, regulations, and codes, and conduct themselves in a professional manner in all interactions related to or resulting from their participation in the Exhibit Hall or any other involvement in the Event.

Exhibitor Parties, who are deemed participants in the Event, must also always adhere to the Virtual Event Standards of Behavior. The Event provides a professional, collegial, safe, and respectful environment for all participants, regardless of race, sex, religion or creed, national origin, disability, age, sexual orientation, or other legally protected class as provided by law. NDHA will not tolerate harassment, discrimination, or any other unprofessional behavior. Inappropriate language and imagery are not acceptable in any of the Event spaces, social media, or any aspect of the Event. Participants may not engage in any behavior that NDHA deems to be potentially disruptive to the conduct of the Event, or to potentially infringe on the rights or safety of others, or otherwise violate these principles. Any participants violating these rules may be sanctioned, expelled from the Event or subject to other consequences at the discretion of NDHA.

## **7. Virtual Nature of Exhibit Program**

The Exhibit Hall of the Event will be wholly virtual.

## **8. Appropriate Use of Virtual Platform**

Exhibitors shall make only appropriate use of the virtual meeting platform (Virtual Platform or Platform), including:

- a) Exhibitor Parties will not use the Platform for any unlawful purpose or in any manner prohibited by the Rules or Platform vendor;
- b) Exhibitor Parties will not use the Platform in any manner that could damage, disable, overburden, or impair the Platform or interfere with any other party's use and enjoyment of the Platform; and
- c) Exhibitor Parties will not collect, store, display, post, upload, exchange or transmit personal data, personally identifiable information including health information, or other sensitive information.

## **9. Subleasing of Exhibit Space**

An Exhibitor may not sublet assigned Exhibit Space, nor any part thereof, nor exhibit, offer for sale, or advertise articles not manufactured or sold by the Exhibitor actually contracted for the Exhibit Space, except where said articles are necessary for proper demonstration or operation of the Exhibitor's display. In such a case, any manufacturer identification on said article(s) shall be limited to the manufacturer's normal regular article nameplate.

## **10. Occupancy Default**

Any Exhibitor failing to provide the necessary content consistent with specified requirements within the required timeframe will have its Exhibit Space canceled, with no release of any contractual financial obligation.

## **11. Cancellation or Change of Exhibit Program Dates or Venue**

In the event that the Platform or system through which the Event or Exhibit Hall is to be conducted should fail or become disrupted or unworkable by reason of any cause or causes not reasonably within

the control of NDHA or its agents, the Event or Exhibit Hall or both may be canceled or changed to another option, at the sole discretion of NDHA. NDHA shall not be responsible for delays, damage, loss, increased costs, or other unfavorable conditions arising by virtue of cause or causes not reasonably within the control of NDHA. Causes for such action beyond the control of NDHA shall include, but are not limited to: fire, casualty, flood, epidemic, earthquake, explosion, accident, blockage, embargo, inclement weather, governmental restraints, act of a public enemy, riot or civil disturbance, impairment or lack of adequate infrastructure, inability to secure sufficient labor, technical or other personnel, labor union disputes municipal, state or federal laws, or act of God. Should NDHA terminate any contract for Exhibit Space with any Exhibitor pursuant to the provisions of this section, the Exhibitor waives claims for damage arising from such termination. Refunds of "Paid Exhibit Space Fees," in the event of Exhibit Hall termination or cancellation, shall be made to Exhibitors at the sole discretion of NDHA and, in any case, will not exceed the amount of each Exhibitor's paid exhibit space fee less any pro rata adjustments based on non-reimbursable direct and indirect event costs or financial obligations incurred by NDHA through the date of Exhibitors' notification of Exhibit Hall termination or cancellation or through the completion of Exhibit Hall termination or cancellation processes, whichever is later.

## **12. Cancellation by Exhibitor**

No refunds will be issued for cancellation by the Exhibitor. Exhibitor must notify NDHA in writing of the Exhibit Booth cancellation. In the event of either a full or partial cancellation of Exhibit Booth by an Exhibitor, NDHA reserves the right to reassign canceled Exhibit Booth space. Subsequent reassignment of canceled space does not relieve the canceling Exhibitor of its financial obligation.

## **13. Waiver and Indemnification**

- a) Exhibitor assumes responsibility for and agrees to make no claim of any nature whatsoever against NDHA and its representatives, including its employees, members, contractors, agents, officers, directors, and representatives (designated representatives) arising out of or related to its participation in or use of Exhibit Hall or exhibit booth and its participation in the Event, including: (i) loss or damage to any property of the Exhibitor; (ii) any injury to the Exhibitor, its agents or employees by any cause; (iii) loss or damage to the Exhibitor's business by reason of contracted Exhibit Space location or the failure to provide the contracted Exhibit Space for the Event, or by any failure to hold the Event as scheduled; (iv) loss, damage or injury to the Exhibitor's business caused by any interruptive occurrence; and (v) all consequential commercial damages arising out of any aspect of these Rules, Exhibitor's application and contract for Virtual Exhibit Space, or participation in the Event or Exhibit Hall. This waiver shall not include claims arising from the gross negligence or willful misconduct of NDHA or designated representatives acting within the scope of their employment or designated responsibilities and caused by circumstances under the control of NDHA or its designated representatives.
- b) The Exhibitor shall indemnify, defend and hold NDHA and designated representatives harmless from and against any and all claims, penalties, damages, losses, costs, charges and expenses whatsoever, including reasonable attorney's fees and costs, arising out of or related to Exhibitor's or any Exhibitor Parties' participation in the Exhibit Hall and the Event or use of information obtained in connection with Exhibitor's or any Exhibitor Parties' participation, including: (i) damage or injury to any person, persons, or property arising out of or related to the Exhibitor Parties' use of the Exhibit Space or Platform; (ii) acts or omissions by the Exhibitor or any Exhibitor Parties; or (iii) or any breach by Exhibitor or any Exhibitor Parties of obligations in the Rules, including use of attendee information.

- c) Exhibitor hereby agrees to waive the right of subrogation by its insurance carriers to recover losses sustained under its insurance contract including real and personal property.
- d) The Exhibitor understands that neither NDHA or designated representatives nor their contractors maintain insurance covering the Exhibitor's property, or any other aspect of Exhibitor's participation in the Event, and it is the responsibility of the Exhibitor to obtain and maintain such adequate insurance at the Exhibitor's sole cost.

#### **14. Insurance Requirements**

Exhibitor shall procure and maintain insurance in such amounts and with terms that are standard within the industry which shall cover the full duration of the Event as well as any follow up activities related to such operations. The cost of such insurance shall be borne by Exhibitor. At NDHA's request, Exhibitor shall furnish NDHA with an original certificate of insurance evidencing coverage in accordance with these requirements.

#### **15. Distribution of Giveaways**

Exhibitor agrees that any prizes, drawing, or raffle it offers must be conducted in compliance with all applicable laws and regulations. Exhibitor warrants that it has complied with all applicable laws and regulations and shall provide copies to NDHA of any applicable permits or licenses upon request. Exhibitor acknowledges that by allowing a giveaway, drawing, or raffle, NDHA is not assuming responsibility for or indicating the legal compliance of the Exhibitor's giveaway, drawing, or raffle and Exhibitor agrees to hold NDHA and its directors, employees, volunteers and agents, harmless from any liability, costs or expenses, including reasonable attorney's fees, incurred by NDHA resulting from Exhibitor's giveaway, drawing, or raffle.

#### **16. Music**

An Exhibitor using music for demonstration purposes must ensure that proper licensing fees have been paid to the appropriate agency, i.e., ASCAP, BMI, etc., by Exhibitor. NDHA is not responsible for any licensing fees for music played in Exhibitor's booth.

#### **17. NDHA Annual Meeting Admittance Policies**

Admittance policies to the Event and the Exhibit Hall shall remain, always, the prerogative of NDHA, and may be revised or amended to suit unforeseen conditions as solely determined by NDHA.

#### **18. Exhibitor Credentialing**

Exhibitor Booth personnel eligible to receive login credentials for access to the NDHA 2020 virtual Event must be employees or agents of the Exhibitor engaged in the actual virtual booth operation, demonstration, or promotion of the Exhibitor's product or services within the Exhibit Booth (hereinafter referred to as "Exhibitor Booth Personnel"). Exhibitor Booth Personnel shall, like all participants in the Event, have contact information showing name, title and company that will be visible at all times in all areas on the virtual meeting platform, including, but not limited to in the Exhibit Hall, exhibitor booths, educational sessions and networking lounges. All Exhibitor Parties who access the Event in any capacity must have their own unique registration and be identified by their own actual name, title, and company information.

NDHA reserves the right to restrict or limit the number of Exhibitor Booth Personnel credentials issued and to determine if any "fees" are to be charged.

Exhibitor credentials are not transferable. NDHA reserves the right to terminate any login credentials if used by a person that does not match the identification of the person to whom the credentials have been issued. Each Exhibitor, whose exhibit space is paid in full, shall receive a specific allotment of Exhibitor full conference registrations based on their booth level package. Exhibitor full conference registration entitles the holder to admittance into the Exhibit Hall and any networking lounge that may be made available by NDHA.

#### **19. Photography, Videotaping and Recording**

All photographing, filming, taping, recording, reproducing, imaging or capturing in any medium now known or hereafter devised, including via the use of mobile devices (Capturing) of the Event or content, material, presentation, attendees or Exhibitors, Exhibit Hall or exhibits, including any display or equipment, is prohibited, except as allowed with the written consent of NDHA. Capturing of education or scientific sessions and any of the programs presented at the Event is strictly prohibited.

In addition to any other terms set forth in these Rules, NDHA also reserves the right to take any of the following actions for unauthorized capture or other violations:

- a) Require deletion of film or digital disk/storage device, camera, or other Capture device;
- b) Limit Exhibitor registration options at future NDHA events;
- c) Restrict participants who violate the Rules from future participation at NDHA events;
- d) Expulsion from the Exhibit Hall and removal from the Event; and
- e) Legal action to pursue damages or enforce rights.

#### **20. Advertising, Marketing, Promotional Activities and Distribution of Material**

Advertising, marketing, promotional activities, signage and the distribution of product promotion material, product specific advertisement and other types of Exhibitor collateral is strictly limited to within the Exhibit Booth in the Exhibit Hall. Violation may result in expulsion from the Exhibit Hall and possible prohibition from participating in future NDHA events.

#### **21. NDHA Logo Use**

The name "North Dakota Hospital Association", the acronym NDHA, and any NDHA logo use in conjunction with promotional materials, advertisements, email marketing, company websites, endorsements, statements, contests, and awards is strictly prohibited. In addition, Exhibitor is not permitted to use the name "North Dakota Hospital Association", the acronym NDHA, or any NDHA logo in a company website address, email signature, tag line, or similar communication.

#### **22. Access to Pre-show and Post-show Attendee Lists**

Access to the pre-show and post-show attendee mailing lists is limited to confirmed (paid in full) Exhibitors. Exhibitors who would like to use the pre-show or post-show attendee lists must request access to the lists. NDHA reserves the right to restrict or deny access to the pre-show and post-show attendee lists to any Exhibitor for any reason at any time.

### **23. Lead and Analytics Information Usage**

In order to assist Exhibitors with information to facilitate sales leads generated from the Exhibit Hall, virtual lead data (Lead and Analytics Data or Data) is available for separate purchase from the Event platform vendor. The purchase of this Data may require Exhibitors to agree and comply with additional required terms for obtaining and using such information from the Event platform vendor.

Exhibitor agrees to ensure that it, and all employees or other affiliated parties comply with the terms and conditions of the Event platform vendor, these Rules, all applicable laws, including Privacy Laws and commercial communication and marketing laws, and industry standards, in connection with the use and security of Data. Exhibitor expressly consents to an injunction in the event of breach or dispute concerning this provision and to the exclusive jurisdiction of the federal and state courts in Burleigh County, North Dakota. Exhibitor agrees to indemnify NDHA and pay reasonable attorney's fees incurred by NDHA resulting from a breach of this provision.

### **24. Non-Compete Events**

Exhibitor agrees not to promote or hold any events or gatherings of potential or actual attendees outside the official open hours of the Virtual Exhibit Hall so as not to be in competition with sessions of the official NDHA Annual Meeting. Notwithstanding the forgoing, Exhibitors may meet one on one with attendees as is mutually convenient.

### **25. Waiver of Rights**

Any rights of NDHA under these Rules shall not be deemed waived in any manner except as specifically waived in writing and signed by an authorized officer of NDHA.

### **26. Layout and Functionality of Virtual Exhibit Hall**

NDHA retains the exclusive right to revise the layout and functionality for the Virtual Exhibit Hall as necessary for the betterment of the Event as determined solely by NDHA.

### **27. Amendment and Additions to Rules**

Any matters not specifically covered by the Rules shall be subject solely to the decision of NDHA. NDHA may, at any time, amend or add further rules and regulations to these existing Rules, and all amendments and additions made shall be binding on all Exhibitors equally along with the foregoing Rules.

### **28. Violation of Rules and Regulations**

Should Exhibitor violate any provision in these Rules, NDHA may take a variety of responses, including expelling an Exhibitor from the Exhibit Hall and Event without refund of any fees for actions or omissions, as determined solely by NDHA.

### **29. Agreement to Rules and Regulations**

The Exhibitor, for himself or itself, his or its employees, agents, personnel, contractors, officers, and directors, and any other designated representatives agrees to abide by these Rules and any additional requirements and specifications provided in an Exhibitor Prospectus, Exhibitor Service Manual, or similar document and by any amendments and additional rules that may be put into effect by NDHA.