

Academy of Nutrition and Dietetics is herein referred to as “the Academy,” and authorized representatives and Corcoran Expositions, Inc. are hereinafter referred to as “Show Management.” In submitting the FNCE® Exhibit Space Application and contract, the company, organization, association, and management company (collectively referred to as “exhibitor” or “exhibit”) agrees to comply with all rules, restrictions, and directives issued by the Academy in connection with the 2025 Food & Nutrition Conference & Expo® (FNCE). This includes but is not limited to information contained in the Exhibitor Prospectus, confirmation material, Exhibit Space Application, Exhibitor Service Kit, and the Rules & Regulations hereafter.

Contract for Space

Completion of the exhibit application process represents a formal notice of space assignment and a firm and binding contract with the understanding and agreement to abide by all rules, regulations, and conditions of FNCE® and the conference venue. Failure to abide by Rules & Regulations will result in forfeiture of all monies paid or due to FNCE® under terms of this agreement and no booth space will be provided.

Eligibility to Exhibit

The Academy reserves the right to exercise its sole discretion in acceptance or refusal of applications. Products, programs, and services proposed for exhibition must relate to the food, nutrition, and dietetics profession. Content is reviewed for current and scientifically valid information, based on credible sources and/or published peer-reviewed research, if relevant, and for consistency with federal regulations, professional guidelines, and/or accreditation standards, when applicable.

At the request of the Academy at any time before or during the Expo, Exhibitors must furnish the Academy with sample products, packages, labels, advertising, and/or literature that would be or is being distributed. The Academy reserves the right to determine which companies and products are appropriate for inclusion in the Expo and to refuse, cancel, or restrict any applicant, Exhibitor, or exhibit which the Academy considers unacceptable on account of the Exhibitor’s conduct, articles, printed material, samples, questionnaires, celebrities, or any other aspect related to its exhibit. Upon notice by the Academy, the Exhibitor must immediately remedy the unacceptable condition or must, alternatively, withdraw its application. If the Exhibitor’s withdrawal under this provision occurs after the start of the Expo, Exhibitor may, depending on the circumstances, receive a refund of the prorated amount of its booth rental fee.

Show Management reserves the right to make the final determination of all space assignments in the best interests of the Expo and may refuse space to any exhibitor for any reason. The Academy has the right to withhold approval of the exhibition of products/services, which in its judgment do not further the educational, scientific, or practice needs of Academy members and FNCE® attendees.

Companies whose focus is TENS units, LED skincare (facial and body), cosmetic products, handheld massagers, cannabis products (including CBD and THC), and any others with aggressive sales tactics are not allowed to exhibit under any circumstance. Should an exhibitor representing any of these categories be found on the Expo floor, they will be removed immediately with no refund of fees paid.

Non-Endorsement Policy

The Academy of Nutrition and Dietetics does not endorse any programs, products, or services, and no endorsement of Exhibitor’s programs, products, or services should be inferred. The views expressed in Exhibitor materials do not necessarily reflect the position of the Academy of Nutrition and Dietetics.

Payment Policy

Exhibit Space Applications must be accompanied by a non-refundable deposit payment equal to 50% of the total booth space cost. Applications received without such payment will not be processed nor will space assignment be made.

Balance payments are due on or before April 15, 2025. If balance is not paid by deadline, the Academy has the right to cancel exhibitor’s contract and release such space for resale without refund of deposit. Applications submitted after April 15, 2025, must be accompanied by payment in full. Exhibitor is not confirmed until payment is received and application approved.

Credit card payments will be processed directly through the secure payment link that is provided in the application confirmation. Payments by check must be made payable to the Academy of Nutrition and Dietetics, PO Box 485, La Grange, IL 60525-048 (Federal Tax ID #36-0724760). Fees associated with exhibitors using a third-party payor (ACH payments, management companies, etc.) are the responsibility of the exhibitor. FNCE® is not responsible for absorbing fees, and all rates will be adjusted accordingly.

Cancellations & Reductions

Cancellation of space must be received in writing to FNCE@CorcExpo.com. Exhibitors who cancel on or prior to April 15, 2025, are liable for 50% of the cost of booth space. No refunds will be issued for cancellations after April 15, 2025, and companies are liable for 100% of the booth cost after this date. No exceptions will be made, and money cannot be used for any other purpose.

If exhibit space is reduced, the net reduction of space will be treated as a cancellation of that space. Exhibitors who change the size of their exhibit space are not guaranteed the originally assigned location and will be subject to relocation.

Exhibit Space Rental & Assignment

All exhibits will be located at the Music City Center (MCC) in Nashville, Tennessee. Dimensions on the floor plan are believed to be accurate but are only warranted to be approximate. Priority for space assignment is based on points awarded to previous FNCE® exhibitors during the period five years prior to the Expo

for which the application is being made. Points are accumulated as follows:

- One (1) point each year for participating in FNCE®.
- Two (2) points per 100 square feet of booth space utilized per year for the past five years.
- Ten (10) bonus points for five (5) consecutive years of exhibiting at FNCE®. Bonus points are forfeited if Exhibitor misses a year during the five-year period.

In the event exhibiting companies have the same number of priority points, the Academy's policy is to randomize the booth selection appointment times for each group of Exhibitors with identical priority point values. The date of receipt of application will be used to determine assignments only when there is a need to determine priority for applications received after initial assignments are made.

All booth assignments will be made on a first-come, first-served basis, and duplicate requests shall be determined by receipt date, exhibit history, and special floor requirements. The Academy reserves complete authority for assignment of space. Every effort will be made to ensure the best possible space to exhibitors. The Academy reserves the right to relocate display areas at any time for the betterment of the Expo or benefit of the exhibitor. No contract shall be in force until signed either electronically or in writing by the exhibitor.

Use of/Subletting of Space

No exhibitor shall assign, sublet, or share their allotted exhibit space with another business, company, or exhibitor unless approval has been obtained from Show Management in writing. Subletting and sharing of space is permitted only for divisions of the same company with prior written approval of the Academy. The subletting and sharing of exhibit space are strictly prohibited to separate companies.

Companies with several divisions may choose to average priority points to be grouped together for the space assignment process. The process will allow each division of one company to contract separately, while maintaining their own identities (i.e., exhibit listing, badges, hotel rooms, etc.). In the event a company merges with, is bought by, or purchases another company, the highest number of priority points accumulated will be used as the point total for the new company. The Academy must be notified in writing of such changes. No company or organization who has not been assigned exhibit space will be permitted to solicit business within exhibit areas.

Exhibit Staffing

As a courtesy to the attendees and fellow exhibitors, it is important that exhibitors open exhibit booths on time each day. Each exhibit booth must be staffed during all Expo hours until the scheduled closing of the Expo at 1pm on Tuesday, October 14, 2025. Exhibit representatives staffing the booth must be bona fide employee or distributors of the exhibiting company and must be eighteen (18) years of age or older. Exhibitors must display goods and services manufactured or dealt by them in their regular course of business, unless approved in advance by

the Academy. It is strongly encouraged that exhibitors staff booths with a minimum of two (2) representatives to ensure regulation adherence. Exhibitors have access to the Expo Hall two (2) hours before the Expo Hall opens on Sunday, October 12, Monday, October 13, and Tuesday, October 14. Exhibitors may remain in the Expo Hall one (1) hour after the close of the Expo Hall each day.

Operation of Displays

The Academy and Show Management reserves the right to restrict the operation of, or evict completely, any exhibit which, in its sole opinion, detracts from the general character of the exposition as a whole, including but not limited to, an exhibit which, due to of noise, flashing lights, method of operation, display of unsuitable material, or for any other reason are objectionable. All demos or other promotional activities must be confined to the limits of the exhibit space. Sufficient space must be provided within the space for the comfort and safety of persons watching demos and other promotional activities. Each exhibitor is responsible for keeping the aisles near exhibit space free of congestion caused by demos or promotions.

Direct Sales at FNCE® 2025

All exhibitors and/or other vendors who conduct sales or take orders during an event are required to obtain a Sales Tax Permit. Exhibitors are responsible for filing this tax and must have a Tennessee "Sales and Use Tax Permit" and a city "Sales and Use Tax Permit." Both permits can be obtained through the [Tennessee Department of Revenue](#).

Promotions, Contests, & Giveaways

Prize awards, drawings, contests, and other traffic building activities will be permitted by the Academy only after the Academy and Show Management has given written approval. Exhibitors must inform Expo Manager in writing by **September 8, 2025**, of the intent to utilize any of the above and to provide detailed descriptions of what will be taking place and awarded. Exhibitors must demonstrate that they have complied with all federal, state, and local laws concerning promotion. No promotions, contests, or drawings may involve the solicitation or collection of fees, contributions, or monetary payments, whether for the Exhibitor or for any third party. Exhibitors cannot solicit other exhibitors at the Expo for participation in any promotion, contest, or drawing. Prizes for drawings/contests must keep within the professional nature of the Expo. Giveaways may not include stick-on decals or balloons. Promotions, contests, and/or drawings must be solely for the promotion of the exhibiting company.

For an exhibitor to be approved to hold a book signing within their booth, their allotted space needs to be a minimum of a 10'x20' (200 square feet) and cannot block the aisles or other booths. All traffic-builders, book signings, and demos must be approved by submitting the FNCE® Promotion Application Form to the Expo Manager. Form will be available in the Exhibitor Service Kit.

Onsite Booth Surveys

Exhibitors who want to conduct market research or surveys within their booth during FNCE® must adhere to the following:

- Survey results are **for exhibitor's internal use only** and may not be used in any advertising, promotions, press releases, or any external communications. Results must be submitted and shared with FNCE® Expo Manager no later than December 31, 2025.
- Surveys/questionnaires must be submitted for review to the Expo Manager no later than **Friday, September 8, 2025**.
- If approved, surveys/questionnaires must be conducted within the confines of the exhibitor booth. At no time may exhibit personnel leave booth space to encourage participation of attendees.
- Market research companies must identify the name(s) of the client(s) for whom they are conducting research.
- Survey results may not be published, may not include the name "Academy of Nutrition and Dietetics" or "the Academy," or make any reference to the Food & Nutrition Conference & Expo® (FNCE®).

Distribution of Materials & Literature

Distribution of resources and promotional materials is permitted within the confines of the contracted booth space. Any Exhibitor found distributing resources or materials outside of their allotted booth space will be found in violation of the Expo Rules and Regulations. All materials found outside of the space will be removed.

No person, firm, or organization not having contracted with the Academy for the occupancy of space in the Expo, Center for Career Opportunities, or Member Product Marketplace (for Academy members) will be permitted to display or demonstrate products, programs, services, or distribute promotional materials in or on the premises of the Expo, Convention Center, or any other FNCE® location including hotel suites. Any infringement of this rule will result in the removal of the offending person or persons.

Distribution of Food & Beverage

All business activities of the Exhibitor at the Expo must be within the exhibitor's allotted space. The Music City Center (MCC) provides in-house food and beverage and has the responsibility to strictly regulate any food and beverage activity in the center.

Any exhibitor sampling products must submit a sampling authorization form to the Academy and a Food & Beverage Sampling Form to MCC catering to review for approval by **Friday, September 8, 2025**. Only food and beverage manufacturers may serve 6 oz. size sample portions of their own food product(s) and 4 oz. size portions of non-alcoholic beverages. Alcoholic beverages can be purchased at the full-retail prices from MCC catering and dispensed by a licensed MCC catering bartender. Approval for distribution must be made in writing to the Academy and served from within exhibitor's booth. All food must be prepared and served from within the regulations of the state of Tennessee. If exhibitor's product requires to be served with additional food items that are not

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produced, distributed, or manufactured by exhibitor, items must first be confirmed by MCC catering.

Photos, Videos, and Images

To best meet the photography requests of FNCE® Exhibitors, Attendees, and Press, the Academy has policies to maintain a professional and educational conference environment:

- **No Photography or Video in Educational Sessions:** The Academy hires a professional photographer to capture the excitement of FNCE® educational sessions, the Expo Hall, and other activities. Due to the distraction to speakers, do not take personal photographs during educational sessions. All FNCE® attendees submit a photography waiver as part of the registration process which gives permission to the Academy (and all other media) to use their likeness.
- **Authorized Press:** Working members of the press will be notified in advance where to check-in, receive an authorized press badge, and be escorted by an Academy staff person to take video and/or photographs at FNCE®. Exhibitors who do not want press to photograph or video their booth should inform communications staff onsite and place visible signage in their booth space.
- **Photography/Videography on Expo Floor:** Exhibitors and attendees are encouraged to share in the excitement of the event, and in doing so, allow pictures to be taken in the Expo Hall. The Academy asks that exhibitors who wish to take pictures do so in their booth only. If exhibitor is participating in traffic building activities to be posted on social media channels, exhibitor must have signage visible to attendees at booth stating how and where pictures will be posted. In turn, attendees are requested to ask permission before taking photos/videos of booths unless there is a sign denoting otherwise. If exhibitor requests someone to refrain from taking pictures and the person continues to do so, notify Show Management.

Exhibitors must adhere to the FNCE® Social Media policies found [HERE](#) and uphold a professional and respectful environment when taking photographs and posting to social media. If there are questions related to the Academy's photography and social media policies, please contact FNCE@eatright.org for details and restrictions.

Animals

Pets or other animals are not permitted in the Music City Center, excluding service animals. A service animal is not a pet. The Americans With Disabilities Act (ADA) defines a service animal as any guide dog, signal dog, or other animal individually trained to provide assistance to an individual with a disability. A service animal is permitted to accompany the individual with a disability to all areas of the property where guests normally are allowed to go. The care and supervision of a service animal is solely the responsibility of the owner. Facilities are not required to provide care, food, or a special location for the animal.

Noise/Sound

Demonstrations, entertainment, and/or live interviews must be confined to the limits of the space contracted and must get

written permission from the Academy. The use of audio-visual equipment or other sound devices are permitted; however, the use of such equipment cannot disturb neighboring exhibitors, result in the obstruction of aisles, or prevent ready access to a nearby exhibitor’s booth. The Expo Manager reserves the right to determine at what point sound interferes with others and must be discontinued. Exhibitors must take every reasonable precaution to minimize the noise of demonstration and/or operation of sound devices.

Children

For their safety and protection, persons under the age of eighteen (18) are not allowed to staff booths or assist in move-in or move-out of any exhibit. No exceptions will be made.

Authorized Exhibitor Representatives

The Expo Hall is limited to individuals, business firms, and manufacturers who have contracted and paid for booth space. Each exhibitor shall provide the Academy the names of personnel in attendance at the Expo on the appropriate exhibitor registration form included in the Exhibit Service Kit by the specified date. Such representative shall be authorized to enter into such service contracts as may be necessary and for which the exhibitor shall be responsible. The exhibitor shall assume responsibility for such representative being in attendance throughout all exposition periods. Representatives shall be responsible for keeping the exhibit stationed, neat, and orderly.

Each exhibiting company is provided with a complimentary allotment of Conference Badges based on the net square feet occupied by their exhibit booth. Conference Badges provide access to the Expo Hall during set-up, move-out, show hours, and Opening and Closing sessions. Additional badges can be purchased at registration.

Net SqFt	Qty Badges	Net SqFt	Qty Badges
100	1	700-800	3
200	1	900-1000	4
300-400	2	1100-1200	4
500-600	3	1300+	5

Exhibitors and representatives are required to wear badges throughout all Conference related events. Badges are not transferable. Supplementing this identification with business cards, ribbons, or company logo types is not permitted. Exhibitor badges may only be in the name of the company shown on the Exhibit Application and Contract to Exhibit. False certification of individuals as exhibit representatives, misuse of the exhibitor badges, or any other method or device used to assist unauthorized persons to gain entrance into the Expo is in strict violation of the Rules & Regulations.

The Academy reserves the right to refuse to admit and/or eject from the Expo Hall or any space therein, any objectionable or undesirable person or persons. On exercise of this authority, the Exhibitor, for itself, its employees, and agents, hereby waive any right and all claims for damages against the Academy.

Installation & Removal

Installation must be completed by the scheduled close of set-up hours. In the event exhibitor fails to install its exhibit within the proper set-up time, fails to pay the rental charges for space, or fails to comply with any provisions concerning the use of exhibit space, the Academy and Show Management has and reserves the right to take possession of such booth space and reassign it without refund.

Any space not occupied by 6pm on Saturday, October 11, 2025, for which no special arrangements have been made, may be reassigned by the Academy without refund.

Dismantling or packing up any part of booth/exhibit can begin only after the close of the Expo at 1pm on Tuesday, October 14, 2025. Any infraction of the dismantling and packing regulations will result in the automatic loss of priority points and will affect future conference booth placement and/or eligibility to exhibit. All exhibits must be removed from the Music City Center by 12pm on Wednesday, October 15, 2025. Deadline for clearance of all materials from the Expo Hall will be strictly enforced. It’s the responsibility of each exhibitor to have materials packed, identified, and cleared for shipment by such time.

Exhibitor Service Kit

GES is the Official Service Contractor for the Expo and is in total charge of the exhibit area production. Exhibitor shall provide only the material and equipment that is owned and is to be used in the exhibit space. All other items used in the booth are to be provided through arrangements with the above contractor. Confirmed exhibitors are provided an Exhibitor Service Kit, which includes forms for ordering furniture, electric, plants, telephone, booth cleaning, audiovisuals, and labor, as well as information regarding shipping and material handling. Payment for services provided to exhibitor by GES is the responsibility of the exhibitor.

All booth space must be arranged and constructed in accordance with the guidelines, provisions, and limitations contained in the Service Kit. If, in the sole opinion of Show Management, any exhibit fails to conform to the guidelines, or the provisions set forth herein, such exhibit will be prohibited from functioning at any time during the Expo.

Exhibitor Appointed Contractors (EACs)

No EAC will be allowed to work in an exhibitor’s booth if the “Notice of Intent to Use EAC and Policies and Procedures” form, a valid Certificate of Insurance (COI), and the “Agreement and Rules and Regulations between GES and the EAC” form is not completed by an authorized representative and received according to instructions found in the Exhibitor Service Kit by the deadline date listed in the kit. The “Notice of Intent to Use EAC and Policies and Procedure” form must be completed by the exhibitor only for booth set-up/tear down done by a third party (as well as any third-party ordering or requesting services from GES on behalf of exhibitor). COIs are required to be in possession of said contractors onsite at the Expo at all times. No exceptions will be made that will interfere with the orderly function or security of the Expo or with obligations or

commitments of the Academy. All contractor personnel working within the Music City Center must be wearing, in an easily visible location, an identification badge issued by their employer or by the union dispatching the labor as well as a set-up/tear-down badge or wristband provided by security.

Booth Construction & Signage

All exhibitors are required to have carpet/flooring in their booths. All linear booths have an 8' high back wall drape with 3' high sidewall drapes. No special signs, booth construction, apparatus, equipment, lighting fixtures, etc. will be permitted to extend above 8' feet in height. All display fixtures more than 4' in height and placed within 10 linear feet of an adjoining exhibit must be confined to the back 5' of booth.

An island booth is any size booth exposed to aisles on all four sides. Full cubic use of space is permitted, and no drape is provided. Island booth displays may not exceed 20' in height. Hanging signage and graphics are permitted to a maximum height of 20'. Booth construction plans, layout arrangements, and scale drawings for island booth spaces must be submitted to Expo Manager at Anna@CorcExpo.com by **Friday, August 15, 2025**. If proposed plans and/or construction is determined to be in violation, the Academy and Show Management reserves the right to prohibit assembly of the booth and is under no obligation to provide a refund or other restitution.

Graphics, products, or portions of displays are not permitted outside the confines of booths unless supplied by the Academy. Exhibitors are required to keep exhibit space neat and orderly. Exposed parts of displays and equipment must be finished so an attractive appearance is presented when viewed from aisles or adjoining booths. If exhibitor fails to cover or finish these areas, it will be done at the discretion of the Academy and at the expense of the exhibitor.

Labor

All labor must comply with established labor jurisdictions. Exhibitors are required to observe all contracts in effect between the Academy, service contractors, the Music City Center, and any labor organizations involved. All rules, regulations, and restrictions will be outlined in the official Exhibitor Service Kit.

Fire & Decoration Regulations

All booth construction and decoration materials must be flame resistant, such as draping, table coverings, banners, props, scenery, evergreen trees, bark, shrubs, etc. All exhibits and displays are subject to inspection by the Fire Prevention Bureau and/or the Music City Center Management for compliance. Any covered exhibit space over 300 sq ft requires an automatic fire suppression system. Multi-level exhibits have special requirements and are protected by the MCC and Nashville Fire Department. Helium/air-filled balloons or devices are not allowed in the Expo Hall. Exhibitor is responsible for having certificates of flameproof actively in possession should booth decorations be questioned during inspection. Each exhibitor is charged with knowledge of compliance with all state, city,

county laws, ordinances, and regulations pertaining to health, fire prevention, and public safety.

Cooking: Operation of any heater, barbecue, heat producing, or open flame devices, candles, lanterns, and/or torches will need a "Special Event Permit" for open flame from the Nashville Fire Department Fire Marshal. Additional information and requirements can be found in the Exhibitor Service Kit.

Waste Disposal: Disposal of cooking residue into the Music City Center drainage system is prohibited. Grease may be disposed of ONLY in GES provided grease containers. MCC restrooms or concession stands may not be used for cleaning of cooking utensils or equipment. Please use the clean-up Washing Stations designed and installed by the Academy.

Exhibitors must dispose of waste products generated during the Expo in accordance with guidelines established by the Environmental Protection Agency and the Music City Center. Flammable or dangerous fluids, substances, materials, equipment, or other items must be in accordance with federal and local ordinances, laws, and regulations. If inspection indicates neglect in complying with regulations or otherwise presents a fire hazard or danger, the Academy may cancel all or part of a display and effect the removal of the same at the exhibitor's expense.

Storage of Packing Crates & Boxes

Exhibitors are not permitted to store any shipping and packing materials, including cardboard boxes, behind their booth background at any time. A one-day supply of product may be kept in the booth. Any boxed product left in the booth must not look unsightly or must be hidden from view.

Exhibitors must make arrangements with GES to store any additional product, crates, boxes, and/or cartons in accessible storage. Properly marked crates, boxes, and/or cartons will be stored and returned to the booth by GES. It is the exhibitor's responsibility to mark and identify crates. Crates not properly marked or identified may be destroyed. The Academy nor Show Management assume responsibility for the contents of crates or boxes improperly labeled. The Academy reserves the right with no liability whatsoever for damage, spoilage, or loss to dismantle, dispose of, store and clear from the premises any material goods, property, or merchandise of any exhibitor who has failed to comply with the above requirements. Such work will be done at the sole expense of the exhibitor.

Insurance

All property of the exhibitor remains under its custody and control in transit to and from the Expo Hall and while it is in the confines of the exhibit hall. Neither Show Management, its service contractors, exhibit hall management, nor any of the officers, staff members, or directors of any of the same are responsible for the safety of the property of exhibitors from theft, damage by fire, accident, vandalism, or other causes, and the exhibitor expressly waives and releases any claim or demand they may have against any of them by reason of any damage to or loss of any property of exhibitor. Exhibitors are

recommended to obtain adequate insurance coverage, at their own expense, for exhibit material against damage and loss and public liability insurance against injury to the person and property to others. Certificates of insurance shall be furnished if requested by the Academy. The Academy shall not be obligated to carry any insurance for the benefit of the Exhibitor.

Indemnification

Exhibitor agrees to indemnify, protect, save, and keep the Academy, Show Management, GES, and the Music City Center and each of their parents, subsidiaries, and affiliates and each of their officers, directors, agents, and employees (individually and collectively the "Indemnified Parties") harmless of, from, and against all claims, demands, actions, damages, loss, cost, liabilities, expenses, and judgments recovered from or asserted against the Academy and Show Management on account of injury or damage to person or property to the extent that any such damage or injury may be incident to, arise out of, or be caused, either proximately or remotely, wholly or in part, by an act, omission, negligence, or misconduct on the part of exhibitor or its agents, servants, employees, contractors, patrons, guests, licensees, or invitees or of any other person entering the premises leased hereafter with express or implied invitation or permission of exhibitor, or when any such injury or damage is the result, proximate or remote, of the violation by exhibitor or any of its agents, servants, employees, patrons, contractors, guests, invitees, or licensees of any law, ordinance, or governmental order of any kind, or when any such injury or damage may in any other way arise from or out of the use or occupancy by exhibitor, its agents, servants, patrons, guests, employees, contractors, licensees, or invitees of the premises leased.

Such indemnification of the Academy or Show Management by exhibitor shall be effective unless such damage or injury may result from the sole negligence, gross negligence, or willful misconduct of the Academy or Show Management. Exhibitor agrees that in case the Academy or Show Management shall be made a party to any litigation commenced by or against exhibitor or relating to this lease or the Premises leased here under, then exhibitor shall and will pay all costs and expenses, including reasonable attorney's fees and court costs, incurred by or imposed upon the Academy or Show Management by virtue of any such litigation.

Security

Every reasonable precaution will be taken to protect property during the Expo; however, neither the Academy, GES, Show Management, nor the management of the Music City Center are responsible for the safety of the property of exhibitors from theft, damage by fire, accident, vandalism, or other causes. Individual booth security is available at an additional fee to the exhibitor and is advised that exhibitors carry additional insurance for theft or damage to their displays or other personal property while such property is located at or is in transit to or from the exhibition site. While the Academy provides security, it is solely as an accommodation to exhibitors, and the Academy assumes no responsibility for any loss, damage, or injury to any

property of the exhibitor or its officers, agents, employees, or contractors, whether by accident, fire, theft, or any other cause whatsoever.

Exhibitor expressly agrees to save and hold harmless the Academy, Show Management, its agents and employees from any and all claims, liabilities, and losses for injuries to persons, including death, or damage to property arising in connection with exhibitor's use of exhibit space.

Waiver & Assumption of Risk & Release

The Academy cannot prevent you from becoming exposed to, contracting, or spreading COVID-19 or any other communicable disease while attending the Expo. It is not possible to prevent against the presence of the disease. Therefore, if you, as an exhibitor, choose to exhibit at and attend the Expo, you may be exposing yourself to and/or increasing your risk of contracting or spreading COVID-19 or other communicable diseases. Exhibitor agrees to have read and understand the above warning concerning COVID-19 and communicable diseases. Exhibitor hereby agrees to choose to accept the risk of contracting COVID-19 for themselves and/or agents and employees in order to exhibit at and attend the Expo, and that these services are of such value that exhibitor accepts the risk of being exposed to, contracting, and/or spreading COVID-19 or other communicable diseases in order to exhibit at and attend the Expo. Exhibitor hereby forever releases and waives the right to bring suit against the Academy, Show Management, and its owners, officers, directors, managers, officials, trustees, agents, employees, or other representatives in connection with exposure, infection, and/or spread of COVID-19 or other communicable disease related attendance at the Expo.

Exhibitor understands that the waiver means giving up the right to bring any claims including for personal injuries, death, disease, property losses, or any other loss, including but not limited to claims of negligence and gives up any claim to seek damages, whether known or unknown, foreseen or unforeseen.

Governing Laws & Jurisdiction

The exhibitor's contract shall be construed, interpreted, and governed according to the laws of the State of Illinois, and the parties agree that in any action or proceeding arising under or related to this agreement, exhibitor shall submit to the jurisdiction and venue of a court of competent jurisdiction in the County of Cook in the State of Illinois.

Force Majeure

In the event of any circumstances beyond the control of the Academy, including, but not limited to; acts of God (including credible threats of a hurricane in the geographic vicinity of the Convention Center), war, curtailment or interruption of transportation facilities, threats or acts of terrorism or similar acts, widespread infectious or contagious disease, governmental travel advisory, a governmental elevation of the terrorism alert level to imminent or elevated, civil disturbance, health advisory, government travel advisory against non-essential travel which would or any other cause beyond the parties' control that render the holding of the Expo in the good

faith opinion of the Academy to be impractical, impossible, or inadvisable, the Academy may, in its sole discretion, cancel the Expo and shall have no obligation to exhibitor other than the return of the unused prorated portion of the booth rental fee. Exhibitor releases the Academy from any and all claims for damages which may arise in consequence thereof.

If the event is cancelled or moved to a virtual event due to circumstances beyond the reasonable control of the Academy, as defined by Force Majeure, the Academy shall work with exhibitor on alternative options including the refund to each exhibitor its exhibit space rental payment previously paid in full satisfaction of all liabilities of exhibitor.

Americans With Disabilities Act (ADA)

The Music City Center (MCC) is committed to accommodating the needs of individuals with disabilities in compliance with all federal ADA laws. Exhibitors acknowledge their responsibility under the ADA to make their booths accessible to handicapped persons. Exhibitor shall also indemnify and hold harmless the Academy, Show Management, and the MCC facility against cost, expense, liability, or damage which may be incident to, arise out of or be caused by exhibitor's failure to comply with the ADA.

If you have any related questions or require special accommodations or auxiliary aid needs relating to a disability for conference participation, please notify Show Management at FNCE@CorcExpo.com.

Care of Building & Equipment

Exhibitors or their agents shall not injure or deface any part of the exhibit building, booths, or booth contents, décor, and show equipment. When such damage appears, exhibitor is liable to the owner of the property so damaged.

Code of Conduct

FNCE® is committed to providing an environment that encourages the exchange of ideas, products, and/or services and promotes equal opportunities and respectful treatment for all participants. All participants are expected to treat others with respect and consideration. FNCE® prohibits and will not tolerate any form of harassment at its events or through social media during FNCE® and will investigate all complaints of harassment which will be conducted in an unbiased manner. Violation of the Code of Conduct may result in the participant being asked to leave the event at which the incident occurred without warning or refund and may be barred from attending future FNCE® events.

Violations of Rules & Regulations

As a condition for exhibiting, exhibitor shall agree to observe all policies. A violation may result in the loss of exhibit participation points unless corrective measures proposed by the Academy and Show Management are taken by exhibitor to rectify violation(s). Violators will forfeit priority points for each violation.

- The first violation will result in exhibitor not accruing the exhibit participation points for the current FNCE®.
- The second violation will result in the company losing 50% of its total accrued exhibit participation points.
- The third violation will result in the company losing all its total accrued exhibit participation points.
- The fourth violation will result in the company not being eligible to exhibit at future FNCE® events.

Whenever practical or appropriate in the view of the Academy, disciplinary action will be progressive according to the preceding sequence. However, the Academy reserves the right to levy a more severe penalty, including refusal of or termination of the exhibit, at its discretion without progressing through each of the preceding successive steps. In the event of such restriction or eviction, the Academy nor Show Management will be liable for any refunds, rentals, or other exhibit expenses. In all interpretations of the Rules & Regulations, the Academy's decision is final. Any objectionable practices by exhibitors should be reported to the Expo Manager immediately.

Amendments of Rules & Regulations

Any and all matters and questions not covered by these Rules & Regulations are at the discretion of the Academy and Show Management. These regulations may be amended any time by of the Academy and Show Management, and all amendments that may be so made shall be equally as binding, upon publication, on all parties affected by them as were the original regulations. Exhibitors shall be notified in writing of any amendments.

THE SHOW MANAGEMENT SHALL HAVE FULL POWER TO INTERPRET, AMEND, AND ENFORCE THESE RULES AND REGULATIONS, PROVIDED EXHIBITORS RECEIVE NOTICE OF ANY AMENDMENTS WHEN MADE. EACH EXHIBITOR AND ITS EMPLOYEES AGREES TO ABIDE BY THE FOREGOING RULES AND REGULATIONS AND BY ANY AMENDMENTS OR ADDITIONS THERETO IN CONFORMANCE WITH THE PRECEDING SENTENCE. EXHIBITORS OR THEIR REPRESENTATIVES WHO FAIL TO OBSERVE THESE CONDITIONS OF CONTRACT OR WHO, IN THE OPINION OF SHOW MANAGEMENT, CONDUCT THEMSELVES UNETHICALLY MAY IMMEDIATELY BE DISMISSED FROM THE EXHIBIT AREA WITHOUT REFUND OR OTHER APPEAL.