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## EXHIBITOR TERMS AND CONDITIONS<sup>1</sup>

We are applying for exhibit space and/or a conference sponsorship at ISPOR 2023, to be held May 7-10, 2023, at the Boston Convention Center & Exhibition Center, Boston, Massachusetts, USA. As such, we agree to comply with all rules and regulations for sponsorships as well as with the rules and regulations and to the conditions under which exhibit space in the conference venue is leased to ISPOR both of which by reference are fully incorporated herein.

Only a company or organization identified and approved by ISPOR via a signed application and contract for exhibit space and/or a conference sponsorship, submitted online, may participate as a supporter of the ISPOR 2023 Conference. When the completed and signed application is received by ISPOR it shall become binding upon both ISPOR and the Exhibitor and/or Sponsor with respect to exhibit space and/or sponsorship assigned.

## ASSIGNMENTS

ISPOR assigns exhibit booths and sponsorships giving priority to current/prior event sponsors, symposia hosts, multiple booths, and then in date order of booking with payment. Requests for exhibit space placement and separation are also given consideration. ISPOR will formally finalize exhibit space assignments and confirm sponsorships when full payment has been received. Occasionally, an Exhibitor's location may need to be re-assigned after space has been confirmed or a sponsorship modified due to unforeseen situations either before the event or onsite. In the judgment of ISPOR, if it becomes necessary to change the original allocation of space, or adjust a sponsorship, ISPOR will do so by notification to the authorized representative of the Exhibit and/or Sponsor company.

## PAYMENT TERMS

### Exhibits and Sponsorships:

Upon receipt of the invoice the Exhibit and/or Sponsoring Company is required to submit payment in full within thirty (30) days of the invoice date unless otherwise noted. After thirty (30) days or the payment due date noted on the invoice, the Exhibit and/or Sponsorship will be withdrawn. However, failure to make payment does not release the contracted or financial obligation of the Exhibitor and/or Sponsor.

All Exhibit and Sponsor Agreements executed sixty (60) to one (1) day (March 7, 2023 – May 7, 2023) prior to the event are required to submit payment in full at agreement signing.

As a reminder Exhibit Space and Sponsorships are not considered finalized until payment is received.

## ELIGIBILITY

ISPOR reserves the right to determine eligibility of any company or product to participate in the show at any time. ISPOR may refuse to accept an application for rental of exhibit space or sponsorship from, or terminate an already executed contract with, any company determined by ISPOR to be in competition with ISPOR or whose goods and/or services are not in its sole discretion, compatible with and complimentary to the conference ISPOR 2023, membership, or the healthcare industry.

<sup>1</sup> For advanced exhibit sales, please reference your provided terms and conditions.

## **CANCELLATION/REDUCTION POLICY**

Exhibit space and/ or sponsorships may be cancelled via written notice to ISPOR. Reducing booth space (downsizing) is subject to the same cancellation policy and refund schedule as provided below.

### **Exhibits:**

Exhibit space may be cancelled via written notice to ISPOR. Reducing booth space (downsizing) is subject to the same cancellation policy and refund schedule as provided below.

- Before March 7, 2023 – 50% of remaining booth fee
- After March 7, 2023 – No refund

*Note: Exhibitors that change the size of their exhibit space are not guaranteed the originally assigned location and are subject to relocation by ISPOR.*

### **Sponsorships:**

In the event Sponsor cancels the sponsorship by providing written notice on or before Monday, February 6, 2023 ISPOR shall refund 25% of the sponsorship fee paid by Sponsor. Sponsor's cancellation after February 6, 2023 shall result in Sponsor's forfeiture of the full sponsorship fee.

## **TERMINATION OF CONFERENCE AND EXHIBITS**

Should the premises in which the ISPOR Conference is to be held becomes, in the sole judgment of ISPOR, unfit for occupancy, or should the conference and exhibit be materially interfered with by reason of action of the elements, strike, picketing, boycott, embargo, injunction, war, riot, emergency declared by a governmental agency, or any other act beyond the control of ISPOR, the Exhibit Space and/or Sponsorship may be terminated. ISPOR will not incur any liability for damages sustained by Exhibitor and/or Sponsor as a result of such termination. In the event of such termination the Exhibitor and/or Sponsor expressly waives such liability and releases ISPOR of and from all claims for damages and agrees that ISPOR shall have no obligations except to refund to the Exhibitor and/or Sponsor a prorated share of the aggregate amount received by ISPOR (as rental for exhibit space for said exhibit and/or for sponsorship), after deducting all costs and expenses in connection with such exhibit, including a reasonable reserve for claims, such deductions being hereby specifically agreed to by the Exhibitor and/or Sponsor.

## **LIMITATION OF LIABILITY**

ISPOR, its service contractors, the management of the conference or any of the officers, staff members or directors of any of the aforesaid parties will not be responsible for any loss, injury or damage whatsoever or howsoever arising, which may occur to an Exhibitor and/ or Sponsor or to its agents, or employees, or to its contractors and its agents and employees, or the property or ware of the Exhibitor and/or Sponsor, arising from any cause whatsoever, prior, during or subsequent to the period of this exhibit and/or sponsorship. Each Exhibitor and/or Sponsor expressly releases ISPOR and the conference venue from any and all claims for any such injury, loss, or damage.

## **EXHIBITOR LIABILITY AND INSURANCE**

If ISPOR or the Venue Parties are held liable for any event which might result from a particular Exhibitor's action or failure to act; such Exhibitor shall reimburse ISPOR or the Venue Parties and hold ISPOR or the Venue Parties harmless from liability resulting there from. The Exhibitor assumes responsibility and agrees to indemnify and defend ISPOR and the conference venue, and the Venue's Owner, and their respective owners, managers, subsidiaries, affiliates, employees and agents against any claims or expenses arising out of the use of the exhibition premises. ISPOR shall not be liable for loss or damage of any property of Exhibitor which Exhibitor may suffer during installation or removal or during the Event itself by reason of burglary, fire, accident, or any destructive cause.

The Exhibitor understands that neither ISPOR nor the Venue Parties maintain insurance covering the Exhibitor's property and it is the sole responsibility of the Exhibitor to obtain such insurance. Insurance, if desired, must be procured by the Exhibitor.

Exhibitor shall, at its own expense, secure and maintain through the period of the Event, inclusive of move-in and move-out days, commercial liability insurance with combined single limit of at least \$1,000,000.00 / \$2,000,000.00 aggregate each occurrence for bodily injury and property damage. Such insurance shall name the following: ISPOR, Boston Convention & Exhibition Center, Boston, MA, USA and their respective members, officers, agents, and employees. At least 60 days prior to the move-in date, Exhibitor shall provide ISPOR with Certificate of Insurance as evidence of coverage.

Each Exhibitor shall have sole responsibility for ensuring that its exhibit is in full compliance with the Americans with Disabilities Act and any regulations under that Act. Exhibitor will ensure the accessibility of its exhibit space and agrees to hold harmless and indemnify ISPOR against any claims, damages, loss, or exposure, including attorney's fees and costs, arising out of, or related to any alleged ADA violation.

The Exhibitor assumes responsibility and agrees to indemnify and defend ISPOR and the conference venue, and the Venue's Owner, and their respective owners, managers, subsidiaries, affiliates, employees and agents against any claims or expenses arising out of the use of the exhibition premises. The Exhibitor understands that neither ISPOR nor the Venue Parties maintain insurance covering the Exhibitor's property and it is the sole responsibility of the Exhibitor to obtain such insurance.

## **EXHIBIT SPACE AND DÉCOR GUIDELINES**

ISPOR strictly follows the IAEE Exhibit Height and Space Guidelines regarding booth height and size. Display materials should be arranged in such a manner so as not to obstruct sight lines of neighboring exhibitors. Future location penalties will be assessed for exhibitors who violate the rules. Additional standards and guidelines apply depending on booth type, see the complete rules and regulations on the ISPOR website.

## **ISLAND BOOTH HANGING SIGNS**

Hanging signs are not permitted.

## **FAILURE TO OCCUPY SPACE**

Any exhibitor failing to occupy space is not relieved of the obligation to pay full rental price for the space. ISPOR will have the right to use exhibit space as it sees fit, provided the space is not occupied 1-hour prior to the scheduled exhibit hall opening.

## **SHARING SPACE**

No subletting of sharing of exhibit space is permitted. Exhibitors may not release or assign any of their contracted exhibit space to any other company.

## **AMENDMENT OF RULES**

ISPOR reserves the right to make changes, amendments, and additions to the terms and conditions, the Exhibitor Manual Rules and Regulations, or other show requirements or rules at any time, and all changes, amendments, and additions so made shall be binding on the Exhibitor and/or Sponsor with the provision that all Exhibitors and/or Sponsors will be advised in writing of any such changes. Any matters not specifically covered are subject to the discretion of ISPOR.