

2021 FNCE® VIRTUAL EVENT RULES AND REGULATIONS
October 16–19, 2021

In submitting this application and contract, the Exhibitor agrees to comply with all rules, restrictions and directives issued by the Academy of Nutrition and Dietetics (the Academy) in connection with the 2021 Food & Nutrition Conference & Expo™ (FNCE®) virtual event. This includes, but is not limited to, information contained in the Exhibitor Prospectus, Exhibitor Application and Contract, confirmation materials and the Rules and Regulations outlined below.

1. Application and Contract for Exhibit Space: This contract is for a virtual exhibit, the formal confirmation by the Academy and/or its agents and Corcoran Expositions, Inc. acting as Management of the Exposition, referred to hereafter as “the Academy,” and payment in full of charges for the virtual exhibit constitute a contract for the right to use the same.

2. 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 the virtual event must relate to the food, nutrition and dietetics profession. Products, programs and services must be consistent with the Academy’s published position papers; have a preponderance of current and scientifically valid information; comply with the U.S. Food and Drug Administration (FDA) rules, regulations and guidelines, if so regulated; and must supply a 510k for any medical devices.

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

At the request of the Academy at any time before or during the FNCE® virtual event, Exhibitors must furnish the Academy with sample products, packages, labels, advertising and/or literature that would be or is being exhibited. The Academy reserves the right to determine which companies and products are appropriate for inclusion in the FNCE® virtual event 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 exhibit fee.

3. Non-endorsement: 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 positions of the Academy of Nutrition and Dietetics.

4. Terms of Payment: Contract must be accompanied by a deposit equal to 50% of the total cost of the virtual booth requested with total balance due by May 3, 2021. If balance is not paid by this deadline, the Academy has the right to cancel Exhibitor’s contract and release such space for resale without refund of deposit. Applications submitted after May 3, 2021, must be accompanied by payment in full.

5. Cancellation of Space: Any request to cancel your virtual booth must be made in writing to Show Management at doreen@corcexpo.com or fnceexpo@eatright.org.

- For cancellations on or prior to May 3, 2021, exhibitors are liable for 50% of the cost of the virtual booth.
- After May 3, 2021 no refunds will be provided. No exceptions will be made.

6. Exhibit Staffing: As a courtesy to the attendees, it is important that Exhibitors staff their virtual booth during all exclusive exhibit times. Exhibitors must display goods and services manufactured or dealt by them in their regular course of business, unless approved in advance by the Academy.

7. Sharing and subletting of Space: Subletting and sharing of space is not permitted.

8. Promotions, Contests and Giveaways: Prize awards, drawings, contests and other such traffic builders will be permitted by the Academy only after the Academy has given written approval. Exhibitors must inform the Academy in writing by September 10, 2021 of their intent to utilize any of the above, and provide a detailed description of what will be taking place and being awarded. Exhibitors must demonstrate that they have complied with all federal, state and local laws concerning promotions. 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. Promotions, contests and/or drawings must be solely for the promotion of the exhibiting company. An Exhibitor cannot solicit other Exhibitors at the Expo for participation in any promotion, contest and/or drawing. Prizes for drawings and contests must keep within the professional nature of the Expo.

9. Booth Surveys: Exhibitors wishing to conduct market research or surveys in their virtual booth during FNCE® must adhere to the following:

- Booth Survey results, **for internal use only**, may not be used in any advertising, promotions, press releases or any external communications. Results are for exhibitor's internal use only. Results must be submitted and shared with the Academy Exhibit Manager by December 31, 2021.
- Booth Surveys/questionnaires must be submitted for review and approval to the Academy's Exhibit Manager no later than September 10, 2021.
- Booth Survey results, may not be published, may not include the name Academy of Nutrition and Dietetics (the Academy) or make any reference to the Food & Nutrition Conference & Expo™ (FNCE®).

10. Indemnification and Insurance: Each party agrees to indemnify and hold harmless the other, its agents, and employees, from and against all claims, liabilities, and expenses, including reasonable attorneys' fees, arising from acts, omissions, or breach of this Agreement by the party or its agents or employees. The parties shall each maintain appropriate and sufficient insurance to cover their obligations under this Agreement.

11. Governing Laws and 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, they shall submit to the jurisdiction and venue of a court of competent jurisdiction in the County of Cook in the State of Illinois.

12. Force Majeure: In the event of any circumstances beyond the control of the Academy, including, but not limited to; acts of God, floods, fires, natural disaster, war, strike, or terrorism, or threat of war, strike, or terrorism, 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.

13. Amendments: Any and all matters and questions not specifically covered by the preceding Rules and Regulations shall be subject to the decision of the Academy. These Rules and Regulations shall be binding on Exhibitors equally with the foregoing conditions. Exhibitors shall be notified in writing of any amendments to these.