

2022 FNCE® RULES AND REGULATIONS

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 2022 Food & Nutrition Conference & Expo™ (FNCE®). 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 for exhibit space, the formal notice of space assignment by the Academy and/or its agents and Corcoran Expositions, Inc. acting as Management of the Expo, referred to hereafter as “the Academy,” and payment in full of rental charges for floor space 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 exhibition 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 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 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 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.

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 rental for each booth requested with total balance due by May 3, 2022. 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, 2022, must be accompanied by payment in full.

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

- If space is reduced, the net reduction of space will be treated as a cancellation of that space. For cancellations on or prior to May 3, 2022, exhibitors are liable for 50% of the cost of booth space.
- After May 3, 2022, no refunds will be provided. No exceptions will be made.

Any space not occupied by 6 p.m. on Saturday, October 8, 2022, for which no special arrangements have been made, may be reassigned by the Academy without refund.

6. Space Assignment: All exhibits will be located at the Orange County Convention Center in Orlando, Florida. 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® virtual.

Two (2) points per 100 square feet of booth space utilized per year for the past five years.

Ten (10) bonus points for five consecutive years of exhibiting at FNCE®. The bonus points are forfeited if the Exhibitor misses a year during this five-year period.

In the event that exhibiting companies have the same number of priority points, the Academy's policy is to randomly order the time slots for selecting booth space for each group of Exhibitors with identical priority point values. The date of receipt of the application will be used to determine assignments only when there is a need to determine priority for applications received after the initial assignments have been made.

All booth assignments will be made on a first-come, first-served basis, and duplicate requests shall be determined by postmark date, date of receipt, past 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 benefit of the Exhibitor or for the betterment of the Expo. No contract shall be in force until signed either electronically or in writing by the exhibitor.

7. Exhibit Installation, Storage and Removal: Installation must be completed by the scheduled close of set-up hours. In the event the 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 its exhibit space, the Academy shall have and reserves the right to take possession of such booth space and reassign it without refund.

Exhibitors shall not be permitted to store combustible shipping and packing materials, including cardboard boxes behind their booths at any time. A one-day's supply of product may be kept in the booth. Any boxed product left in the booth must not look unsightly or it must be hidden from view. Exhibitors should make arrangements with the general service contractor to store any additional product in accessible storage. Properly marked empty boxes, crates and cartons will be stored and returned to the booth by the general service contractor. It is the Exhibitor's responsibility to mark and identify its crates/cartons. Cartons and crates not properly marked or identified may be destroyed. The Academy assumes no responsibility for the contents of improperly labeled cartons or crates.

Dismantling or packing up one's exhibit booth can begin only after the close of the Expo at 1 pm on Tuesday, October 11, 2022. 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 Orange County Convention Center by 12 p.m. on Wednesday, October 12. The deadline for clearance of all materials from the Expo Hall will be strictly enforced. It is the responsibility of each Exhibitor to have materials packed, identified and cleared for shipment by such time.

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.

8. Booth Construction: All Exhibitors are required to have carpet and/or flooring in their booths. All linear booths have an 8' high back wall drape with 36" high sidewall drapes. No special signs, booth construction, apparatus, equipment, lighting fixtures, etc. will be permitted to extend above 8' 3" 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 the Exhibitor's booth. An island booth is a display of four or more standard 10'x10' corner booth spaces merged together with aisles on all four sides. Full cubic use of the space is permitted. Additional islands may be created by selecting a full block of 10'x10' booths. No drapery is provided with island booths. Island booth displays may not exceed 16' in height. Hanging identification signs and graphics will be permitted to a maximum height of 20'. All island booth exhibitors must submit scale drawings for review and approval to Doreen Bonnema, Exhibit Manager (Doreen@corcexpo.com) by Friday, July 22, 2022. In light of changing regulations due to COVID-19, booth construction requirements may change. Exhibitors will be notified if updates occur.

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

9. Sharing and subletting of Space: 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.

10. Multiple Divisions/Company Mergers: Companies with several divisions may choose to average priority points in order to be grouped together in 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 that 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.

11. Exhibit Staffing: As a courtesy to the attendees and fellow Exhibitors, it is important that Exhibitors open their exhibits on time each day. Each exhibit booth must be manned during all exhibit hours until the scheduled closing of the Expo at 1 p.m. on Tuesday, October 11, 2022. Exhibit representatives manning the booth must be bona fide employees or distributors of the exhibiting company and must be eighteen 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 all Exhibitors staff their booths with a minimum of two representatives to ensure adherence to this regulation. Exhibitors will have access into the Expo Hall two hours before the exhibits open on Sunday, October 9, Monday, October 10 and Tuesday, October 11. Exhibitors may remain in the hall one hour after the close of the Expo Hall each day.

12. Distribution of Products and Materials: 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, the Center for Career Opportunities or the Member Product Marketplace (for Academy members) will be permitted to display or demonstrate its products, programs or 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.

The Academy of Nutrition and Dietetics reserves the right to restrict exhibits which, because of noise, method of operation, materials, or for any other reason are objectionable, and also to prohibit or evict any exhibit which, in the Academy's opinion, may detract from the general character of the show as a whole.

13. Demonstrations: Demonstrations, entertainment 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 or result in the obstruction of aisles or prevent ready access to a nearby Exhibitor's booth. The Exhibit 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 or of operating sound devices.

14. 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 9, 2022, 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 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. 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. Giveaways may not include stick-on decals or balloons. Helium-filled and air-filled balloons or devices are not allowed in the Expo Hall. In order for an Exhibitor to be approved to hold a book signing within their booth, their allotted space needs to be a minimum of a 20 x 20 (400 square feet). All traffic-builders, demonstrations and book signings must be approved by submitting the Promotion / Contest / Giveaway Form to the Academy. This form will be in the Exhibitor Service Kit.

15. Photography/Videography: In order to best meet the photography requests of FNCE® Exhibitors, Attendees and Press, the Academy has developed policies to maintain a professional and educational conference environment:

- **No Photography or Video capture in Educational Sessions:** The Academy hires a professional photographer to capture the excitement of the Food & Nutrition Conference & Expo™ (FNCE®) educational sessions, Expo Hall and other activities. Due

to the distraction of the speakers, we request that you 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 are required to check in at the Press Room, receive an authorized press badge and be escorted by an Academy staff person in order to photograph and/or videotape at FNCE®. Exhibitors who do not want the press to photograph or videotape their booth should inform the Press Room staff onsite, and place visible signage in their booth space.
- **Photography/Videography on Expo Floor:** We encourage FNCE® Exhibitors and Attendees alike 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 you are participating in traffic building games for Attendees that will be posted on social media channels, please have signage visible to Attendees in your booth stating how and where these pictures are to be posted. In turn, we request Attendees ask permission of Exhibitors before taking photos/videos of their booth, unless there is a sign denoting otherwise. If an Exhibitor requests someone to refrain from taking pictures, and that person continues to do so, Show Management should be notified immediately.

We ask that everyone uphold a professional and respectful environment when taking photographs and posting to social media. All Exhibitors must adhere to the FNCE® Social Media policies found [HERE](#). If you have any questions related to the Academy's photography and social media policies, please contact Doreen Bonnema at doreen@corcexpo.com for details and restrictions.

16. Order Taking/Sales at FNCE® 2022: All exhibitors and/or other vendors, who conduct sales during an event, are required to register as a dealer with the Florida Department of Revenue. Additional information can be found at www.myflorida.com/dor or by calling 800-352-3671.

17. Booth Surveys: Exhibitors wishing to conduct market research or surveys in their booths 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 FNCE® Exhibit Manager by December 31, 2022.
- Booth Surveys/questionnaires must be submitted for review and approval to the FNCE® Exhibit Manager no later than September 9, 2022.
- If approved, booth surveys/questionnaires must be conducted within the confines of the Exhibitor's booth. At no time may exhibit personnel leave their booth to encourage participation of attendees.
- Market research companies must identify the name(s) of the client(s) for whom they are conducting research.
- 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®).

18. Fire Safety:

A. Cooking:

Cooking/Open Flame Agreement form must be obtained prior to any onsite cooking, and/or food warming activities on the premises. Cooking/Open Flame Agreement forms can be obtained via the OCCC Exhibitor Services division, which are then submitted for review and approval by the Orange County Fire Marshal's office.

Each exhibit using cooking or food warming devices may be subject to an individual inspection. Cooking devices must be separated from the public by at least four feet, or by a substantial barrier between the devices and the public. In addition, a K-Class fire extinguisher must be in the cooking location, within thirty (30) feet of fryers and a 2A40BC fire extinguisher must be within thirty (30) feet of all cooking appliances. All fire extinguishers must be properly charged and tagged by a licensed fire extinguisher contractor.

Disposal of cooking residue into the OCCC drainage system is prohibited. Grease may be disposed of ONLY in Show Management or General Contractor provided grease containers. OCCC restrooms or concession stands may not be used for cleaning of cooking utensils or equipment. Please use the Clean-Up area designed and installed by the Academy.

B. Permitted Cooking Appliances Must Meet the Following Conditions:

- Equipment fueled by small heat sources (such as sterno).
- Flaming sword or other equipment involving open flames and flaming dishes provided that precautions (subject to the approval of the Orange County Fire Marshal) are taken. Prior approval from the Orange County Fire Marshal is required.
- Portable butane-fueled appliances (listed and approved for commercial use) with a maximum of two 10 oz. non-refillable containers. **Please Note:** The containers must be connected directly to the appliance. Manifolding of the cylinders is not permitted. The maximum number of stored butane containers is limited to 24. Prior approval from the Orange County Fire Marshal is required.
- Listed and approved ventless self-contained exhaust systems with an automatic suppression system that complies with NFPA 96 *Standard for Ventilation Control and Fire Protection of Commercial Cooking Operations*. Prior approval from the Orange County Fire Marshal is required.
- Cooking Appliances that Require Automatic Suppression and/or Flue Connection:
 - Fryers
 - Grills, Ranges, Griddles, Broilers, Chain-broilers
 - Ovens

Please Note: A firewatch may be provided in lieu of automatic suppression and/or flue connection with prior approval from the Orange County Fire Marshal.

C. Booth Construction and Decoration Materials: All booth construction and decoration materials must be flame resistant.

- All woodwork, stage scenery, furnishings, decorations and sets used upon a working permanent or temporary stage, or within an exhibit, shall be coated or treated by approved methods to render them flame resistant.
- All fabrics, films, draperies, curtains and similar furnishings must be flame resistant as demonstrated by testing in accordance with NFPA 701 Standard Methods of Fire Tests for Flame Propagation of Textiles and Films.
- Acoustical and decorative material including, but not limited to, cotton, foamed plastic, hay, paper, straw, wood chips, mulch, split bamboo and thatch must be treated with a flame-retardant.
- The use of Styrofoam products for set construction is not permitted.
- Documentation of flame resistance must be available for review upon request. Additional flame retardant treatments shall be applied in accordance with the appropriate product direction.

D. Display Tents, Awnings, or Canopies: The use or display of tents, awnings, or canopies requires prior written approval of both OCCC Event Management department and Orange County Fire Rescue Services Department. For complete instructions, please read and comply with the Multi-Level and Covered Booth Guidelines found in the OCCC Exhibitor Services division.

E. Disposal of Waste: Exhibitors must dispose of any waste products they generate during the exhibition in accordance with guidelines established by the Environmental Protection Agency and the OCCC. Flammable or other 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 these regulations, or otherwise presents a fire hazard or danger, the Academy may cancel all or such part of a display as may be irregular and effect the removal of the same at the Exhibitor's expense. The 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.

19. Distribution of Food and Beverages: All business activities of the Exhibitor at the Expo must be within the Exhibitor's allotted space. Centerplate is the exclusive food and beverage vendor at the OCCC and has responsibility to strictly regulate any food and beverage activity in the Convention Center. Any Exhibitor sampling products must submit a sampling authorization form to the Academy and Centerplate for review and approval by Friday, September 9, 2022. 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 Centerplate and dispensed by a licensed Centerplate bartender. Approval for distribution must be made in writing to the Academy and served from within the Exhibitor's booth. All food must be prepared and served from within the regulations of the state of Florida. If an Exhibitor's product requires serving it with additional food items that are not produced, manufactured or distributed by the Exhibitor, these additional items must be purchased through Centerplate.

20. Indemnification: Exhibitor agrees that it will indemnify and hold and save the Academy whole and harmless of, from and against all claims, demands, actions, damages, loss, cost, liabilities, expenses and judgments recovered from or asserted against the

Academy 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 any of its agents, employees, contractors, patrons, guests, licensees or invitees or of any other person entering upon the Premises leased hereunder with the 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, employees, contractors, patrons, guests, licensees or invitees 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 occupancy or use by Exhibitor, its agents, employees, contractors, patrons, guests, licensees or invitees of the Premises leased hereunder. Such indemnification of the Academy by Exhibitor shall be effective unless such damage or injury may result from the sole negligence, gross negligence or willful misconduct of the Academy. Exhibitor covenants and agrees that in case the Academy shall be made a party to any litigation commenced by or against Exhibitor or relating to this lease or the Premises leased hereunder, 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 by virtue of any such litigation.

21. 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, chooses 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 another communicable disease. We the exhibitor, have read and understood the above warning concerning COVID-19 and communicable disease. We the exhibitor, hereby choose to accept the risk of contracting COVID-19 for myself and/or my agents and employees in order to exhibit at and attend the Expo. These services are of such value to me that we accept the risk of being exposed to, contracting, and/or spreading COVID-19 or other communicable disease in order to exhibit at and attend the Expo. We hereby forever release and waive my 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. I understand that this waiver means we give up my right to bring any claims including for personal injuries, death, disease or property losses, or any other loss, including but not limited to claims of negligence and give up any claim we may have to seek damages, whether known or unknown, foreseen or unforeseen.

22. 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.

23. Insurance: All Exhibitor property is to remain under its custody and control in transit to/from and within the confines of the Expo. Exhibitors shall carry their own insurance to cover 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.

24. 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), 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.

25. Cancellation of Expo: 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 the 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.

26. Security: Every reasonable precaution will be taken to protect property during the Expo. However, neither the Academy, Official Service Contractor nor the management of the Orange County Convention 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 Exhibitors, and it is strongly 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 guards, this 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 to any of its officers, agents, employees or contractors, whether attributable to accident, fire, theft or any other cause whatsoever.

The Exhibitor expressly agrees to save and hold harmless the Academy, its management, 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 the exhibit space.

27. Care of the Building and Equipment: Exhibitors and their agents shall not injure or deface the walls, floors or any part of the exhibit building, booth, materials or equipment of another Exhibitor or the Orange County Convention Center. If such damage appears, the Exhibitor causing such damages is liable to the owner of the property so damaged.

28. Labor: Exhibitors are required to observe all contracts in effect between the Academy, service contractors, the Orange County Convention Center and any labor organizations involved. All rules, regulations and restrictions will be outlined in the official Exhibitor Service Kit.

29. Official Service Contractor: GES is the Official Service Contractor for the Expo and is in total charge of the exhibit area production. The 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. Payment for services provided to Exhibitor by contractor is the responsibility of Exhibitor. Forms for ordering auxiliary services (Exhibitor Service Manual) will be supplied to you approximately 90 days prior to show time from GES.

30. Exhibitor Appointed Contractors (EAC): 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 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 Services Manual by the deadline date reflected in the Exhibitor Services Manual. The manual will be available online through Expresso by GES. This *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) at FNCE® 2022. These certificates of insurance 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 Orange County Convention Center must be wearing, in an easily visible location, a photo 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.

31. Exhibitor’s Authorized 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 Manual or online by the specified date. Said representative shall be authorized to enter into such service contracts as may be necessary on behalf of the exhibiting company, for which the Exhibitor shall be responsible.

Each exhibiting company is provided with a complimentary allotment of Exhibitor Conference badges and Exhibitor Booth badges based on the net square feet occupied by their exhibit booth. Additional badges are available for a fee.

- Exhibitor Conference Badges: Provide access to the Expo Hall during set-up, tear-down, show hours, the Opening and Closing sessions and FNCE® educational sessions.
- Exhibitor Booth Badges: Provide access to the Expo Hall during set-up, teardown, show hours and the Opening and Closing sessions only.

Net Square Footage	Exhibitor Conference Badges	Exhibitor Booth Badges
100	1	4
200	1	6
300 – 400	2	8
500 – 600	3	12
700 – 800	3	14
900 – 1000	4	16
1100 – 1200	4	18
1300 and higher	5	20

The Exhibitor and representatives are required to wear these identification badges throughout the Expo and while attending all Academy Conference-related events. The badges are not transferable. Supplementing this identification with business cards, ribbons or company logo types is not permitted. Exhibitor badges may only be made out 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 Academy Rules and Regulations. No one under the age of 18 will be allowed to work in a booth in the Exhibit Hall. No exceptions will be made. The Academy reserves the right to refuse to admit and eject from the Exhibit Hall, or from any space therein, any objectionable or undesirable person or persons; and on the exercise of this authority the Exhibitor, for itself, its employees and agents, hereby waives any right and all claim for damages against the Academy.

32. Violations: As a condition for exhibiting, each Exhibitor shall agree to observe all policies. A violation may result in a loss of exhibit participation points unless corrective measures proposed by the Academy are taken by the Exhibitor to rectify the violation. Violators will forfeit priority points for each regulation violated.

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

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 will not be liable for any refunds, rentals or other exhibit expenses. In all interpretations of the Rules and Regulations, the Academy decision is final. Any objectionable practices by Exhibitors should be reported to the Exhibit Manager immediately.

33. 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.