

FNCE® 2023

Food & Nutrition Conference & Expo®

Denver, CO | October 7-10

Member Product Marketplace (MPMP) 2023 Rules & Regulations

The Member Product Marketplace (MPMP) will be held at the Colorado Convention Center in Denver, Colorado on Monday, October 9, 2023, from 9 a.m. – 3:30 p.m. during the Academy’s Food & Nutrition Conference & Expo® (FNCE®).

The Member Product Marketplace (MPMP) is designed to assist Academy members, Affiliate Associations and their districts, and Academy organization units with the marketing of products that they have developed and own.

1. The word “Academy” means the Academy of Nutrition and Dietetics, acting through its officers, directors, members, committees, agents or employees. The word “Exhibitor” means the Academy member, Affiliate Association and their district, or Academy organization unit that has completed and submitted the Application for MPMP space.
2. The MPMP exhibit rate for an 8’x8’ booth is \$500. Exhibit applications must include full payment. Space is assigned on a first-come, first-served basis upon receipt of application and payment. All or any part of the exhibit space is subject to reassignment and rearrangement by the Academy for the purpose of consolidation or for any reason. The judgment of the Academy with respect to space assignment or reassignment shall be final.
 - a. Booth space includes: 8’x8’ booth with a 6’ skirted table, 8’x4’ corkboard, two chairs, carpet, wastebasket and an identification sign. Any costs for shipping, electrical hookup, audiovisual equipment, etc. are the responsibility of the Exhibitor. Order forms for additional services will be available in June.
3. Exhibitors must be onsite, in the booth, during all display hours.
 - a. Set-up will take place between 7–9 a.m. on Monday, October 9, 2023.
 - b. All materials must be removed by 4:30 p.m. on Monday, October 9, 2023.
4. Exhibitors must be current Academy members representing themselves, an Affiliate Association/District, or Academy organization unit and have submitted the proper application and full payment by September 8, 2023.
5. Exhibitors must be registered as a 2023 FNCE® attendee. If an additional badge is required to assist with booth activities, the additional person must also have an attendee registration.
6. Exhibitors will be limited to those who display products and services that support the development of the dietetics profession.
7. The product(s) must be 100% owned by the Academy Member, Academy Affiliate Association/ District, or Academy organization unit submitting the application.
8. Exhibitor must provide the Academy with any and all sample products, packages, labels, advertising and/or literature for approval prior to being eligible to participate in the MPMP. Only the approved items are allowed for display and/or distribution at Exhibitor’s MPMP booth.
 - a. There is no limit to the number of products displayed.
9. Exhibitors making product statements of properties, performance, nutrient values, beneficial results, etc. should be such that they can be verified by adequate data in peer reviewed well-accepted literature.
 - a. The Academy reserves the sole and absolute right to determine which companies and products are appropriate in its judgment for inclusion in the MPMP and to refuse, cancel or restrict any applicant which the Academy considers undesirable for any reason. This provision applies to Exhibitor’s conduct, articles, printed matter, samples, questionnaires or any other item the Academy deems objectionable or unacceptable.

- b. If the Academy decides that any of these do not meet its standards or is not suitable, the Exhibitor must at once comply with the Academy's requests or can withdraw and, if appropriate, receive back the booth fee paid, prorated for the unused time.
10. All business activities of the Exhibitor at the MPMP must be within the Exhibitor's allotted space.
11. Code of Conduct: FNCE® is committed to providing an environment that encourages an 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®. FNCE® will investigate all complaints of harassment, and investigations will be conducted in an unbiased manner. Violation of this 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 FNCE® in the future.
12. Centerplate Catering is the exclusive food and beverage vendor at the Colorado Convention Center and has a responsibility to strictly regulate any food and beverage activity in the facility.
 - a. Any Exhibitor sampling food or beverage products must submit a sampling form to Centerplate Catering and the Academy for review. In connection with distribution of food and/or beverages in the Exhibitor's booth, pre-packaged, single unit samples are allowed. In addition, only food and beverage manufacturers may serve 6 oz. portions of their own food product(s) and 4 oz. portions of nonalcoholic beverages. All food must be prepared and served from within the regulations of the City of Denver.
13. Exhibitors will be allowed to accept cash, credit card, check, or purchase order payment for their product and may distribute said product onsite. Exhibitors are required to have a valid Colorado State Tax License and must adhere to the local laws regarding sales/use tax collections for the City and County of Denver. Additional information can be found at <https://tax.colorado.gov/special-event-sales-tax>.
14. The use of propane, butane, or other combustible bottled gas is prohibited. Helium and air balloons are not permitted.
15. The Exhibitor, at their own expense, must maintain and keep in good order their MPMP space contracted. The Exhibitor shall not do or allow anything to be done in, on, or about the exhibit space that might adversely reflect on the Academy. The Exhibitor must surrender the space occupied by it to the Academy in the same condition as it was at the commencement of occupation, ordinary wear accepted. No decorations shall be installed in the Convention Center, its walls or corridors, nor shall any articles be supported by nails, tacks, screws, or adhesive tape on the walls or woodwork.
16. No Exhibitor's promotional device may obstruct badges in any way.
17. Noisemakers, flashing lights or other material considered by the Academy to be objectionable will not be permitted.
18. Academy does not provide storage space either before or after the MPMP for Exhibitors. You will receive shipping labels and logistical information once booth space is confirmed.
19. Academy will not be responsible, nor provide additional security for Exhibitors over and above the general security requirements of the building.
20. Cancellations are accepted in writing only to the Academy. Refunds due to cancellation will be processed if postmarked or emailed by September 8, 2023, less a \$100.00 processing fee. No refunds for cancellations will be permitted if the request is postmarked or emailed after September 8, 2023.
21. A link to the floor plan with your booth location will be furnished with your confirmation.

The following Rules and Regulations impose certain legal requirements on the Exhibitor. Contact the Academy for further clarification.

22. **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 MPMP in good faith opinion of the Academy to be impractical, impossible, or inadvisable, the Academy may, in its sole discretion, cancel the Expo and the MPMP and shall have no obligation to the 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.
23. **Cancellation of MPMP:** 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.
24. **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.
25. **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 FNCE® and the MPMP. It is not possible to prevent against the presence of the disease. Therefore, if you, as an MPMP Exhibitor, choose to participate at and attend FNCE® and the MPMP you may be exposing yourself to and/or increasing your risk of contracting or spreading COVID-19 or another communicable disease.
 - a. The MPMP Exhibitor have read and understood the above warning concerning COVID-19 and communicable disease.

The MPMP 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 FNCE® and the MPMP. These services are of such value that Exhibitor accepts the risk of being exposed to, contracting, and/or spreading COVID-19 or other communicable disease in order to exhibit at MPMP and participate in FNCE®.

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 FNCE® and MPMP.

- b. By participating in the MPMP, the Exhibitor understands the waiver means we give up the 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 in connection with exposure, infection, and/or spread of COVID-19 or other communicable disease related attendance at the Expo.

For more information, contact:

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