

ASQ World Conference on Quality & Improvement 2022 Rules and Regulations

This Application and Contract to participate in ASQ's World Conference on Quality & Improvement during the dates of May 15 - 18, 2022 shall become effective when it has been submitted by the exhibiting company accepted by the American Society for Quality ("ASQ"). The individual signing this Application and Contract represents and warrants that he/she is duly authorized to execute this binding Application and Contract on behalf of the exhibiting company. By signing below, the exhibiting company agrees to be bound by the terms and conditions below. The exhibiting company agrees that upon acceptance of this Application and Contract by ASQ, with or without appropriate payment of the exhibition fee and further action by the exhibiting company, this Application and Contract, together with the terms and conditions below, (collectively "this Contract") shall become a legally binding contract between ASQ and exhibiting company ("Exhibitor").

ASQ is not liable for any loss sustained by the participant as a result of the participant's or any third party's failure to access the conference website, or as a result of any breakdowns, software errors, incomplete or inaccurate transfer of information. The parties agree that this agreement (and any other agreement referred to herein) contain the complete agreement between the parties and supersedes any prior understandings, agreements, or representations by or between the parties, written or oral, which may have related to the subject matter hereof in any way. The exhibitor is responsible for creating and providing booth content. If the exhibitor fails to respond in a timely manner for content or otherwise fails to deliver content, ASQ shall be under no obligation to change the dates of the event or provide a refund. ASQ reserves the right to prohibit, limit, or discontinue the distribution of gifts, giveaways, or similar promotions. There will be no announcements of exhibitors' contests, drawings, or winners during the exhibition.

PAYMENTS, CANCELLATIONS, & REFUNDS

Applications and Contracts must be accompanied with payment in full. Applications and Contracts will not be processed, nor space assigned without the required payment. Credit card payments can be made online using American Express, MasterCard, or Visa. Make all checks payable to the American Society for Quality and remit to the following address:

American Society for Quality
Attn: Accounts Receivable
P.O. Box 555, Milwaukee, WI 53202

CANCELLATION OF FULL OR PARTIAL EXHIBIT OR SPONSORSHIP

Full payment is required and no refunds whatsoever will be made on cancellations or reductions of space. Should an Exhibitor or Sponsor cancel even partial space, the Exhibitor or Sponsor is responsible for 100% of the contracted sponsorship.

CANCELLATION OR CHANGES TO EVENT

If for any reason beyond ASQ's control ASQ determines that ASQ's World Conference on Quality & Improvement must be cancelled, shortened, delayed, dates changed, or otherwise altered or changed, Exhibitor or Sponsor understands and agrees that ASQ shall not refund the rental fees paid to it by Exhibitor or Sponsor and that all losses and damages that it may suffer as a consequence thereof are its responsibility and not that of ASQ or its directors, officers, employees, agents or subcontractors. Exhibitor or Sponsor understands that it may lose all monies it has paid to ASQ for the Event, as well as other costs and expenses it has incurred, including travel to the Event, setup, lodging, decorator freight, employee wages, etc.

If for any reason beyond ASQ's control ASQ determines that ASQ's World Conference on Quality & Improvement must be cancelled, shortened, delayed, dates changed, or otherwise altered or changed to a virtual format, Exhibitor or Sponsor understands and agrees that ASQ shall not refund the rental fees paid to it by Exhibitor or Sponsor, but that ASQ will shift the contracted in-person benefits/spend to a comparable virtual offering. The previously contracted in-person benefits can be reallocated to the virtual event should it take place or other marketing assets offered by ASQ.

Exhibitor or Sponsor, as a condition of being permitted by ASQ to be an Exhibitor or Sponsor of ASQ's World Conference on Quality & Improvement agrees to indemnify, defend and hold harmless ASQ, its directors, officers employees, agents and subcontractors from any and all loss which Exhibitor or Sponsor may suffer as a result of Event cancellation, duration, delay or other alterations or changes caused in whole, or in part, by any reason outside ASQ's control. The terms of this provision shall survive the termination or expiration of this Contract.

ELIGIBILITY TO PARTICIPATE

An Exhibitor or Sponsor's eligibility to participate in the Event must remain in effect from the time of submission of the Application and Contract to the time of the Event and should ASQ determine that an Exhibitor or Sponsor which it had previously determined was eligible to exhibit at the Event is no longer eligible to do so, ASQ may notify the Exhibitor or Sponsor and may terminate the Application and Contract without liability upon written notice to Exhibitor or Sponsor.

SUBLETTING OF EXHIBIT SPACE PROHIBITED

Exhibitors are prohibited from assigning or subletting a booth or any part of the space allotted to them nor shall they exhibit or permit to be exhibited in their space any products or advertising materials which are not a part of their own regular products, or which are not compatible with the purpose and/or character of the ASQ Event as determined by ASQ in its sole discretion.

PROMOTIONAL ACTIVITIES

Further, Exhibitors shall not engage in any promotional activities which ASQ determines to be outside the purpose and/or character of the ASQ Event as determined by ASQ in its sole discretion.

RETAIL SALES

No retail sales, where payment is received and product delivered, are permitted on the Event Floor at any time. Payment and/or orders may be taken for future delivery.

INTELLECTUAL PROPERTY MATTERS

The Exhibitor or Sponsor represents and warrants to ASQ that no materials used in or in connection with their exhibit infringe the trademarks, copyrights (including, without limitation, copyrights in music and other materials used or broadcast by Exhibitor) or other intellectual property rights of any third party. The Exhibitor or Sponsor agrees to immediately notify ASQ of any information of which the Exhibitor or Sponsor becomes aware regarding actual or alleged infringement of any third party's trademarks, copyrights or other intellectual property rights. The Exhibitor or Sponsor agrees to indemnify, defend and hold ASQ, its officers, directors, employees, agents, successors and assigns harmless from and against all losses, damages and costs (including attorney's fees) arising out of or related to claims of infringement by Exhibitor, its employees, agents, or contractors of the trademarks, copyrights and other intellectual property rights of any third party.

Notwithstanding the foregoing, ASQ, its officers, directors, employees, agents, and each of them, shall not be liable for and expressly disclaims all liability for infringement or alleged infringement of the trademarks, copyrights or other intellectual property of any third party arising out of the actions of any Exhibitors. The terms of this provision shall survive the termination or expiration of this Contract.

USE OF American Society for Quality NAME

ASQ's World Conference on Quality & Improvement name and the Event logo are registered trademarks owned by the ASQ. Participation by an Exhibitor or Sponsor in the event does not entitle the Exhibitor or Sponsor to use such names or logos, except that the Exhibitor or Sponsor may reference the Event and use the Event logo with reference to the Exhibitor's participation as an Exhibitor or Sponsor at the ASQ's World Conference on Quality & Improvement. Participation in the Event does not imply endorsement or approval by ASQ of any product, service or participant and none shall be claimed by any participant.

INDEMNIFICATION

Exhibitor or Sponsor agrees that it will indemnify, defend and hold Event Management, ASQ, their respective officers, directors, employees, agents and each of them, harmless from and against a) the performance or breach of this Contract by Exhibitor, its employees, agents or contractors; b) the failure by Exhibitor, its employees, agents or contractors to comply with applicable laws, regulations and ordinances; and c) the act, omission, negligence, gross negligence, or willful misconduct of Exhibitor, its employees, agents, contractors, licensees, guests, or invitees. This indemnification of Event Management by Exhibitor or Sponsor is effective unless such injury was caused by the sole gross negligence or willful misconduct of Event Management. Exhibitor or Sponsor agrees that if Event Management or ASQ is made a party to any litigation commenced by or against Exhibitor, or relating to this Contract or the premises leased

hereunder, then EXHIBITOR OR SPONSOR WILL PAY ALL COSTS AND EXPENSES, including attorneys' fees, INCURRED BY OR IMPOSED UPON EVENT MANAGEMENT OR ASQ BY REASON OF SUCH LITIGATION. THE TERMS OF THIS PROVISION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS CONTRACT.

AMENDMENTS/ INTERPRETATION

ASQ reserves the right to amend and enforce this Contract. Written notice of any amendments shall be given to each affected Exhibitor. Each Exhibitor, for itself, its agents and employees, agrees to abide by this Contract set forth therein, or by any subsequent amendments. ASQ reserves the sole right to interpret this Contract. All interpretations are final and are not subject to review or to appeal. Exhibitors which, in the sole interpretation of ASQ shall be subject to disciplinary action up to and including ejection from the Event and refusal to participate in any future events or Events of ASQ.

ENFORCEMENT/MISCELLANEOUS

This Contract is governed by Wisconsin law and the Exhibitor or Sponsor consents to the exclusive jurisdiction of the State and Federal courts seated in Milwaukee County, Wisconsin, with respect to any action arising out of this Contract or ASQ. The parties explicitly acknowledge and agree that the provisions of this Contract are both reasonable and enforceable. However, the provisions of this Contract are severable and, as such, the invalidity of any one or more provisions shall not affect or limit the enforceability of the remaining provisions. Should any provision be held unenforceable for any reason, then such provision shall be enforced to the maximum extent permitted by law.

This Contract will be binding on the Exhibitor's heirs, successors and assigns.

LIMITATION OF LIABILITY

IN NO EVENT SHALL THE FACILITY, THE ASQ EVENT, ASQ, THEIR OWNERS, MANAGERS, OFFICERS OR DIRECTORS, AGENTS, EMPLOYEES, INDEPENDENT CONTRACTORS, SUBSIDIARIES AND AFFILIATES (COLLECTIVELY "ASQ PARTIES") BE LIABLE TO THE EXHIBITOR OR SPONSOR FOR ANY THIRD PARTY HIRED BY OR OTHERWISE ENGAGED BY THE EXHIBITOR OR SPONSOR FOR ANY LOST PROFITS OR ANY OTHER INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING ATTORNEY'S FEES AND COSTS, ARISING OUT OF THIS APPLICATION AND CONTRACT OR CONNECTED IN ANY WAY WITH USE OF OR INABILITY TO USE THE SERVICES OUTLINED IN THIS APPLICATION AND CONTRACT OR FOR ANY CLAIM BY EXHIBITOR, EVEN IF ANY OF THE ASQ PARTIES HAVE BEEN ADVISED, ARE ON NOTICE, AND/OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF SUCH DAMAGES. EXHIBITOR OR SPONSOR AGREES THAT ASQ PARTIES' SOLE AND MAXIMUM LIABILITY TO EXHIBITOR, REGARDLESS OF THE CIRCUMSTANCES, SHALL BE THE REFUND OF THE EXHIBIT BOOTH FEE. EXHIBITOR OR SPONSOR AGREES TO INDEMNIFY AND DEFEND THE ASQ PARTIES FROM ANY CLAIMS BROUGHT BY A THIRD PARTY HIRED BY, OR

ENGAGED BY THE EXHIBITOR OR SPONSOR FOR ANY AMOUNT BEYOND THE EXHIBIT BOOTH FEE. FURTHER, EXHIBITOR OR SPONSOR AGREES TO PAY ALL ATTORNEY'S FEES AND COSTS INCURRED BY ASQ PARTIES ARISING OUT OF, OR IN ANY WAY RELATED TO, THIS CONTRACT. EXHIBITOR OR SPONSOR SHALL BE SOLELY RESPONSIBLE FOR ITS ATTORNEY'S FEES AND COSTS.

Send completed contract to ASQ Media Sales at mediasales@asq.org | Phone: (202) 367-2424