

# 2020 Duty Free and Travel Retail Summit of the Americas

## Exhibitor Conditions, Rules and Regulations

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The following conditions, rules and regulations are a part of the 2020 Duty Free and Travel Retail Summit of the Americas ("Summit") Exhibit Space Application and Contract and are binding on all exhibitors. All exhibitors should read these rules carefully before signing the application. After completing the Exhibit Space Application and Contract, please give a copy of these rules to the person(s) responsible for the set-up of your booth(s) and to all employees who will be present at the 2020 Summit of the Americas to ensure complete compliance.

### BOOTH CONSTRUCTION/DESIGN/LAYOUT REGULATIONS

The following requirements relating to exhibit construction are designed to provide each exhibitor a reasonable line of sight from the aisles, create a uniform and professional-looking display, and permit all exhibitors the maximum use of floor space for which they have contracted. The 2020 Summit is a hard wall show, so no pipe and drape can be used for back wall or sidewall installations.

- All in-line booths must have a back wall that extends the full width of the assigned booth space, as well as side walls that extend from the back wall to the front of the booth space. Side walls on open corners may be eliminated for additional visibility.
- To allow an unobstructed view of neighboring booths, in-line booth exhibitors are not permitted to have their back wall exceed 8 ft. (2.4 m.).
- The reverse side of all side wall panels extending from the back wall of the display must be finished to avoid a raw exposure to a neighboring booth.
- The back wall of in-line booths shall be placed along the center line of each row of booths, as marked on the Summit floorplan, unless the company has reserved an end-cap or peninsula booth, in which case the back wall of the end-cap or peninsula booth shall be placed centered and perpendicular to the center line of the backing booths.
- The back wall of end-cap and peninsula booths is restricted to two-thirds the width of the overall contracted space (14 ft. or 4 m.) to preserve line of sight to the backing booths. The back wall of end-cap and peninsula booths cannot exceed a height of 8 ft. (2.4 m.).
- In-line booth exhibitors may build up to a height of 8 ft. (2.4 m.) in the back two-thirds of their exhibit space. Any displays, materials, walls, products, or other items in the front third of the booth are still restricted to a maximum height of 3 ft. (1 m.). For all in-line booths, no part of any display, wall, product, or other item may be higher than 8 ft. (2.4 m.) without prior written approval from IAADFS.
- End-cap and peninsula booth exhibitors may build up to a height of 8 ft. (2.4 m.) in the center two-thirds of their exhibit space. Displays/materials/walls/products within 3 ft. (1 m.) of the two side aisles are still restricted to a maximum height of 3 ft. (1 m.) to preserve line of sight for the backing booths.
- For island booths, no part of the booth, displays, or fixtures may be higher than 16 ft. (4.8 m.) without prior written approval from IAADFS. Island exhibitors are permitted to build to this maximum height anywhere within the contracted space. Exhibitors who wish to construct two level booths are encouraged to contact IAADFS as soon as possible to learn the additional regulations that will govern such booths.
- Exhibitors whose booths do not conform to the above regulations may apply to IAADFS for exceptions, and requests for exceptions must be submitted in writing by January 24, 2020. Exhibitors who are using booth designs that have not previously been used with IAADFS must submit copies of these booth designs to IAADFS for review and approval by January 24, 2020.
- Exhibitors who set up in-line booths that have not been approved by IAADFS and do not conform to the above requirements will be required to purchase a standard modular display onsite from GES for an additional fee.

### EARLY ACCESS FOR EXHIBITOR PERSONNEL

Registered exhibitor personnel will be permitted to access the exhibit area starting at 8:00 am on March 31, April 1, and April 2 to finish any last-minute preparations before the start of the business day. Exhibitors who have a need for earlier entry for their staff or contractors to prepare the booths for opening each day must contact IAADFS staff on site to request special arrangements for earlier access.

### REDUCTION OF SPACE/CANCELLATIONS

Requests for the reduction of contracted space or cancellation of space must be made in writing. All booth space assigned and confirmed is nontransferable. Reduction and cancellation requests received or postmarked by January 24, 2020, will receive a refund minus a service charge totaling 20 percent of the cost of the reduced or cancelled space. Any cancellations received or postmarked after January 24, 2020 are NONREFUNDABLE.

### EXHIBITOR INSTALLATION AND DISMANTLING

Targeted move-in will be offered for exhibitors with booths of 600 square feet or larger. Further details will be provided in the exhibitor service manual that will be available in November. Exhibitor installation times for other exhibitors are subject to expansion depending on exhibitor demand. All exhibitors should plan to have their exhibits in place by 8:00 pm on Monday, March 30. Dismantling will begin at 5:30 pm on Thursday, April 2, with the first two hours reserved for packing of smaller items in cartons, and then dismantling with use of ladders and tools starting at 7:30 pm on April 2. The dismantling period continues on April 3. Exhibitors with booths in Regency sections S-V must have their exhibits packed and ready for shipping by 12:00 pm on Friday, April 3. Exhibitors with booths in Regency sections O-R have until 8:00 am on April 3 for their exhibits to be packed and ready for shipping. Exhibitors that foresee issues with dismantling by these dates and times should contact IAADFS and/or GES for further assistance. **NOTE:** Exhibitors may not pack up or begin dismantling their exhibits before the official close of the exhibit hall on Thursday, April 2, at 5:30 pm. Once installed, no part of an exhibit may be removed during the Summit without special permission from IAADFS, and violation of this regulation will result in loss of priority space assignment at future exhibitions.

### ADMISSION OF INSTALLATION AND DISMANTLING CREWS

IAADFS maintains a strict policy for the admission of installation and dismantling crews for reasons of security and worker safety. During the set-up period of Sunday, March 29, and Monday, March 30, the only personnel who will be able to access the exhibit hall will be exhibitors wearing official Summit exhibitor badges, laborers hired by GES, and officially authorized installation and dismantling crews. If you plan to set up a booth using any outside installation and dismantling company, you must notify IAADFS of your intent to use that company in advance of the Summit. That company must submit a certificate of insurance as described in the exhibitor service manual. Should your company fail to notify IAADFS that you intend to use an outside installation and dismantling company, or if that company fails to provide the required certificate of insurance, your chosen contractor will not be allowed entry into the exhibit hall to set up your booth. As an exhibitor, it is your responsibility to ensure that your company staff and contractors abide by the Summit's rules and regulations as well as all union rules and regulations.

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### SUBLETTING OF SPACE PROHIBITED

Exhibitors are not permitted to assign, sublet, or otherwise transfer a booth or any part of the space allotted to them. Exhibitors will not exhibit, or permit to be exhibited in their space, any merchandise or advertising materials that are not part of their company's regular products.

### BOOTH AND DISPLAY APPEARANCE

The Summit of the Americas is designed to offer exhibitors the opportunity to display their products in a high quality environment consistent with the high standards and luxury goods nature that always have been the benchmarks of the duty free and travel retail industry. Overall booth design, appearance, and quality of presentation are critical to maintaining these high standards and ensuring the success of the Summit. Therefore, IAADFS reserves the right at its sole discretion to review booths and displays for the purpose of ensuring that the quality of all presentations are consistent with generally accepted norms for the duty free and travel retail industry, and to refuse to accommodate in the future any exhibitors not conforming to these norms. Furthermore, when assigning space for the Summit, IAADFS reserves the right to take into consideration, among other factors, the historic and/or expected nature of a company's exhibit when determining where to position that company's space.

### RESTRICTIONS

- IAADFS reserves the right, at its sole and absolute subjective discretion, to exclude from display or demonstration any exhibit or part thereof which it deems to be objectionable to the exhibition as a whole or to the purpose and/or proper functioning of the Summit of the Americas.
- No signs or other articles are to be fastened to hotel walls, floors, ceilings, or electrical fixtures. The use of tacks, glue, plastic tape, nails, screws, bolts, or any tools or materials that could mar the facility is prohibited. IAADFS reserves the right to cancel, limit, or restrict any Summit operations that might be considered objectionable. IAADFS will, after due notice, shut down any exhibit in violation of these policies without refund to the exhibitor, and the exhibitor will be responsible for any costs associated with this shutdown.
- All booths and materials contained within booths must comply with U.S. Fire Department Regulations, a copy of which will be included in the exhibitor service manual for reference.
- No open flame devices, candles, or other similar materials are permitted to be used inside the hotel. A fire department permit is required to display and operate any heaters, barbecues, or other heat-producing devices, and the use of such items may be further restricted by IAADFS and the hotel.
- The following items and materials are expressly prohibited inside the exhibit hall: glitter, confetti, adhesive-backed decals and stickers, and all balloons (whether helium or air-filled).

### PROHIBITION OF SALES

The sale of goods or services in the exhibit hall is prohibited at all times, as this type of activity would threaten IAADFS' status as a tax-exempt organization. While order-taking in the exhibit hall is permitted and encouraged, exhibitors agree not to deliver any goods and/or services while on site for the 2020 Summit of the Americas, including during the teardown period. For the purposes of this prohibition, "sale" is defined as the receipt of any legal tender (regardless of issuing country) by a Summit exhibitor in exchange for any goods or services offered by that exhibitor. In light of the importance of enforcing this prohibition, any exhibitor found to be in violation of this prohibition will forfeit their right to occupy the contracted space, and any cost for the removal of the exhibitor's display and/or products will be borne by the exhibitor. Additional penalties, such as a reduction of priority points, may be assessed by IAADFS for violation of this clause.

### BOOTH STAFFING

All booths are to be continually staffed during exhibit hall hours. Companies that do not keep their booths staffed during published Summit hours risk losing their priority points and exhibit space for future shows.

### PRIVATE SOCIAL EVENTS AND BOOTH EVENTS

Exhibitors are encouraged to host events in their spaces during open exhibit area hours and when it is appropriate for the exhibitor's audience. These events must take place in the exhibitor's contracted space and must not interfere with the activities of surrounding exhibitors. Exhibitors wishing to hold events toward the end of the scheduled exhibit hall hours must coordinate these events with ASUTIL and IAADFS, especially if it is possible that attendees may arrive after the posted closing time of the exhibit area, since access will be restricted at that time. Exhibitors also have the option of hosting private events, such as product launches, parties, or cocktail receptions, in the ancillary rooms of the hotel. For all private events, please note the following:

- With the exception of events held in an exhibitor's booth, private parties and other functions cannot be scheduled in conflict with Summit events or during exhibit hall hours.
- Whether events are to be held in the exhibitor's booth or in ancillary space, ASUTIL and IAADFS must be informed of and approve of your intention to host the event via an Event Request Form, since it will be held in conjunction with the 2020 Summit. You must submit your Event Request Form and have your event approved **before sending any invitations**. Receiving these forms for events to be held in booths will assist ASUTIL and IAADFS in planning security schedules and avoiding scheduling conflicts between exhibitor events. This is especially important if you plan to host an event in your booth that may extend past the published exhibit hall closing time. If your event is scheduled to extend well past the published exhibit hall closing time or if we determine that it is likely to cause a security concern for surrounding exhibits, you may be required to pay for additional security.
- Any functions to be held in any of the function space at the hotel require IAADFS' assistance to reserve the space, as IAADFS has an all-space hold at the hotel throughout the dates of the 2020 Summit of the Americas.
- Companies planning private evening functions are strongly encouraged to plan for the evening of Tuesday, March 31, which is an open evening for private entertainment. If you are interested in requesting ancillary space in the hotel for private events as described herein, please request an Event Request Form from IAADFS. The catering department of the Hyatt Regency Orlando will be pleased to help you with any food and beverage requirements in your booth or in any ancillary space in the hotel. All food and beverage served in the hotel must be ordered from the catering department.

### CATERING DEPARTMENT INFORMATION

The Hyatt Regency Orlando's catering department offers a diverse menu to fulfill all of your company's food and beverage needs. The exhibitor service manual will provide information on ordering all types of food and beverage items. However, you are not limited to what will be listed in the service manual. Unique menus can be created and special items can be ordered to provide the catering experience you are looking to achieve for your clients. Please note that with the exception of food and beverage items that an exhibiting company represents, all other food and beverage items must be obtained through the hotel's catering department. Additional policies regulate the distribution of food and beverage items that are part of an exhibiting company's regular product line and are being brought into the Summit. Specific details and requirements will be outlined in the service manual.

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### PRODUCT SAMPLING AND DEMONSTRATIONS

The distribution of product samples is an excellent way for exhibitors to obtain additional exposure during the Summit and to demonstrate to buyers the quality of products, so exhibitors are welcome to distribute product samples and other types of promotional products from within their contracted booth space. IAADFS also will allow product sampling in the general areas of the exhibit area as long as such activity is conducted at least 20 feet (6m) away from any other company's display or activity. Exhibitors must contact IAADFS in advance of the Summit with a description of the intended product sampling activity and must receive prior written permission from IAADFS in order to conduct such product sampling if the activity is going to be conducted outside of an exhibitor's contracted space. All product demonstrations and sampling involving the interaction of exhibit personnel and the audience within the Regency Ballroom are restricted to the exhibitor's contracted space. No demonstrations or product distribution may be conducted in the aisles of the exhibit hall. These activities may not interfere with normal traffic flow, overflow into neighboring exhibits, or otherwise interfere with the activities of other exhibitors, and noise levels from demonstrations or sound systems should be kept to a minimum. IAADFS reserves the right to cease any product demonstrations or sampling activities that are disruptive, and IAADFS reserves the right to determine the point where any infractions constitute a violation of the rules. All IAADFS decisions are final.

### CUSTOMS AND SHIPPING INFORMATION

Instructions for shipping exhibit materials and products to the Summit will be furnished in the exhibitor service manual. For the 2020 Summit we have selected Agility Fairs as our official international freight forwarder, though exhibitors are welcome to use their preferred customs broker for clearing freight for importation into the United States. As the official general services contractor, GES will still be responsible for delivery of freight between the hotel's dock and the exhibit booths, and the cost of this service is included in the exhibit space rental fee. Exhibitors of liquor and tobacco products are reminded that the State of Florida has very specific regulations on the importation of alcoholic beverages, cigarettes, and other tobacco products into Florida, and that all importation of these products must be processed through a licensed Florida Wholesale distributor who will ensure that all excise taxes are paid, brands are registered, and reports are filed. Exhibitors who decide to import their products directly for the Summit without working through a Florida Wholesale distributor will be required to make a voluntary payment of the excise taxes. Also, please note that Agility Fairs is not able to accept shipments of alcohol products for importation into the United States for use at the Summit, so if you plan to import alcoholic beverages into the United States for the Summit, you will need to work with a licensed alcoholic beverage importer in Florida for the importation of this product. This does not prevent Agility Fairs from assisting you with the importation of your displays and equipment, only the actual alcohol products.

### SECURED ACCESS STORAGE

Limited storage areas for exhibitors' product are accessible during the Summit and are available at no charge to help reduce crowding in your contracted booth space. This area is intended for storage of products only—no empty crates, boxes, or other items may be stored in this area. Items stored in the Secured Access Storage area should be able to be hand-carried by the exhibitor. IAADFS will not allow any mechanical movement of product in or out of the hall during Summit hours. For larger secured, accessible storage needs, please contact GES. The IAADFS Secured Access Storage area will have continual 24-hour-a-day guard service from 8:00 am Sunday, March 29, through 12:00 pm Friday, April 3. All exhibitors will be required to show identification and sign-in and sign-out their product.

### SECURITY

Guard service will be provided in the exhibit area starting at 8:00 am on Sunday, March 29, and ending at 8:00 pm on Friday, April 3. All security is subject to the following clause on Assumption of Risk.

### ASSUMPTION OF RISK

The layout of the exhibit area and the number of people present in the exhibit area make the likelihood of it being a completely secure environment unrealistic. The exhibitor assumes all risk of loss for exhibitor's merchandise, fixtures, displays, and any other property of the exhibitor located in the exhibit area, storage area, or any other area where access has been provided to exhibitors by ASUTIL and IAADFS. This risk extends to any loss resulting from theft, vandalism, or other damage caused by any agent or employee of ASUTIL and IAADFS or caused by any other person either authorized or not authorized to be present at the exhibit hall. Furthermore, the exhibitor acknowledges that despite the fact that ASUTIL and IAADFS will provide security guards and storage areas at the exposition, all risk of loss, theft, or damage remains with the exhibitor. ASUTIL's and IAADFS' use of security guards is for general site security and safety and may not be adequate for the particular needs of exhibitors.

ASUTIL and IAADFS have arranged for security guards to be on duty at all times during set-up and dismantling of the exposition. Security guards also will be on duty when the exposition is not in operation. ASUTIL and IAADFS have made no representation regarding the adequacy of such security measures and has made no guarantees against losses of any kind. Exhibitors requiring special protection against loss should hire security as outlined in the exhibitor service manual. All exhibitors should also consult their individual insurance representatives to obtain appropriate insurance coverage. ASUTIL and IAADFS suggest that you obtain a rider to your existing insurance policy that covers your displays and products from their point of origin to the Summit and back. The exhibitor assumes the entire responsibility and liability for losses, damages, and claims arising out of injury or damage to exhibitor's displays, equipment, and other property brought upon the premises of the Hyatt Regency Orlando. The exhibitor shall indemnify and hold harmless ASUTIL, IAADFS, the Hyatt Regency Orlando, GES, and their respective officers, directors, agents and employees from any and all losses, damages, and claims for either personal injury or property damage resulting from the actions or omissions of exhibitors, employees, and agents or resulting from a condition of exhibitors' displays, equipment, and property.

### AMERICANS WITH DISABILITIES ACT

The exhibitor is responsible for making their exhibit accessible to persons with disabilities as required by the Americans with Disabilities Act. ASUTIL, IAADFS, the Hyatt Regency Orlando, GES, and any officer, director, employee, or agent thereof, are held harmless from any consequences of exhibiting companies that fail in this regard.

### USE OF ASSOCIATION NAMES, SHOW NAME, AND LOGO

The ASUTIL and IAADFS names, Summit name, and logo are considered the exclusive property of ASUTIL and IAADFS and may not be used by any exhibitor for advertising, mailing pieces, signs, e-mail or fax marketing campaigns, promotions, or for any other purpose before, during, or after the 2020 Summit of the Americas without prior written consent of ASUTIL and IAADFS. Requests to use the ASUTIL and IAADFS name, show name and/or logo must be submitted in writing to ASUTIL and IAADFS and must include a draft copy of the item that is intended to include the ASUTIL and IAADFS name, event name and/or logo for ASUTIL and IAADFS review and approval. Violations of this policy may result in a loss of exhibitor priority points.

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### FORCE MAJEURE

ASUTIL and IAADFS are not liable to any exhibitor for a cancellation of the Summit, either before or during the Summit, due to causes beyond ASUTIL's and IAADFS' control, such as acts of God, war, curtailment or interruption of transportation facilities, threats or acts of terrorism or similar acts, U.S. State Department or Homeland Security Department travel advisory, a U.S. government elevation of the terrorism alert level to elevated or imminent, civil disturbance, or any other cause beyond ASUTIL's or IAADFS' control that would make it inadvisable, illegal, impossible, or impractical (either because of unreasonable increased costs or risk of injury) to hold or continue the Summit. If a cancellation occurs under the terms of this provision, then ASUTIL and IAADFS will determine the amount, if any, of the exhibit fees to be refunded.

### POSTPONEMENT OR CANCELLATION OF SUMMIT

ASUTIL and IAADFS reserve the right, without liability and at their sole discretion, to postpone or cancel the Summit. Should a contingency prevent the Summit from taking place, ASUTIL and IAADFS shall retain only part of the exhibitor's rental as required for expenses incurred up to the time such contingency has occurred or deferred. The exhibitor waives all claims for damages or recovery of payments made.

### LIMITATION OF LIABILITY

ASUTIL and IAADFS, their officers and employees are not liable for damage or loss of any exhibitor's properties through theft, fire, accident, or any other cause whether the result of negligence or otherwise. The exhibitor shall indemnify ASUTIL and IAADFS against, and hold them harmless from, any complaints, suits, or liabilities resulting from negligence of the exhibitor in connection with exhibitor's use of display space. Exhibitors shall insure their exhibit, display materials and products. Exhibitors must carry a minimum of \$500,000 public liability insurance for bodily injury, \$1,000,000 in any one accident, and \$250,000 for property damage. Certificate of Insurance for said coverage satisfactory to ASUTIL and IAADFS naming ASUTIL and IAADFS as additionally insured shall be provided to ASUTIL and IAADFS upon request. The exhibitor shall obtain a waiver of subrogation releasing the carrier's subrogation rights from any insurance carrier that carries fire, explosion, or any other risk coverage insuring their property. ASUTIL and IAADFS assume no liability for any injury that may occur to visitors to the exposition. The exhibitor assumes the entire responsibility and liability for losses, damages, and claims arising out of injury or damage to exhibitor's displays, equipment, and other property brought upon the premises of the Hyatt Regency Orlando and shall indemnify and hold harmless the Hyatt Regency Orlando and its officers, directors, agents, and employees from any and all such losses, damages, and claims.

### INDEMNIFICATION

The exhibitor hereby indemnifies and holds harmless ASUTIL, IAADFS, the Hyatt Regency Orlando, GES, and any officer, director, employee, or agent thereof (each of the foregoing being hereinafter referred to individually as the 'indemnified party') from and against all costs (including reasonable attorney's fees), losses, expenses, or liabilities to third parties (other than liability solely the fault of the indemnified party) arising from any act or omission (negligent or otherwise) of the exhibitor or its representatives in connection with the exhibitor's participation in the Summit.

### LICENSES AND CONSENTS

The exhibitor shall be responsible for securing any and all necessary licenses (including music licenses) or consents for: a) any performances, displays, or other uses of copyrighted works or patented inventions; and b) any use of any name, likeness, signature, voice or other impression, or other intellectual property owned by any third party that is used, directly or indirectly, by the exhibitor. The exhibitor agrees hereby to indemnify, defend and hold ASUTIL and IAADFS harmless from and against any claim of liability and any incident or resulting loss, cost or damage (including costs of lawsuit and attorney's fees) for failure to obtain these licenses or consents and/or for infringements or other violations of the property rights or the rights of privacy or publicity of any third party.

### PROTECTION OF PROPERTY RIGHTS

The exhibitor represents and warrants to ASUTIL and IAADFS that no materials used in or in connection with its exhibit infringe upon the trademarks, copyrights (including, without limitation, copyrights of music and other materials used or broadcast by exhibitor), or other intellectual property rights of any third party. The exhibitor agrees to notify ASUTIL and IAADFS immediately of any information that the exhibitor becomes aware of regarding actual or alleged infringement of any third party's trademarks, copyrights, or other intellectual property rights. The exhibitor will indemnify, defend, and hold ASUTIL, IAADFS, their agents, and their successors harmless from and against all losses, damages, and costs (including reasonable attorney's fees) arising out of, or related to, claims of infringement by exhibitor of the trademarks, copyrights, and other intellectual property rights of any third party. Notwithstanding the foregoing, ASUTIL and IAADFS are not liable for and expressly disclaim 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 exhibitor.

### AMENDMENTS AND ENFORCEMENT

All matters and questions covered in the "Rules and Regulations" may be amended at any time by ASUTIL and IAADFS. Such amendments or additions shall be equally binding on all parties by this original "Rules and Regulations."

### SEVERABILITY

If for any reason any provision of these rules shall be deemed by a court of competent jurisdiction to be legally invalid or unenforceable, the validity of the remainder of these rules is not affected. Such provision is deemed consistent with applicable law, and, in its modified form, such provision is enforceable and enforced.

### CHOICE OF LAW

These rules shall be governed by, and construed and enforced in accordance with, the internal laws of the State of Maryland.