

RULES & 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 2016 Food & Nutrition Conference & Expo™ (FNCE®). This includes, but is not limited to, information contained in the Exhibitor Prospectus, Exhibitor Application & 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 acting as Management of the Exposition, 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. This contract should be submitted promptly to the Association, acting through its officers, agents or employees as Management of the Exposition.

2. Eligibility to Exhibit: The Academy reserves the right to exercise its sole discretion in acceptance or refusal of applications. If an application is not accepted by the Academy, all money will be returned to the applicant. Participating companies will be limited to those who have products, programs and services that are of interest to food and nutrition professionals; consistent with the Academy’s mission, vision and philosophy; 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 are accredited through the National Commission for Certifying Agencies (NCCA), if required.

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 Exhibitor’s conduct, articles, printed material, samples, questionnaires, celebrities or any other aspect related to its exhibit. Upon notice by the Academy, Exhibitor must immediately remedy the unacceptable condition or must, alternatively, withdraw its exhibition. If 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 rental fee.

3. Non-endorsement: The Academy of Nutrition and Dietetics does not endorse any programs, products or services on the Expo floor. The views expressed in Exhibitor materials do not necessarily reflect the official positions or policies of the Academy of Nutrition and Dietetics. No endorsement of Exhibitor’s programs, product or services should be inferred.

4. Terms of Payment: A: For Onsite Renewal for space at FNCE® 2015 for 2016: Contract and acceptance of the Rules & Regulations must be accompanied by a non-refundable renewal fee of 10% of the total rental for each booth requested. The remaining balance of the 50% deposit will be due on or before January 15, 2016, and the total balance due by May 1, 2016. **B. Exhibit Contracts received after the 2015 FNCE®:** Contract must be accompanied by a deposit equal to 50% of the total rental for each booth requested with total balance due by May 1, 2016. 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 1, 2016, must be accompanied by payment in full.

5. Cancellation of Space: Exhibitors wishing to cancel or downgrade their exhibit booth space must inform the Academy of their intent in writing.

- If space is cancelled or downgraded by an Exhibitor before January 15, 2016, a refund will be issued for the amount paid minus the 10% reservation fee based on the total boot cost of the space rented.

- If an Exhibitor cancels or downgrades their booth between January 15 and May 1, 2016, a refund will be issued for the amount paid minus the 50% deposit for the total cost of booth space rented. In the event that an Exhibitor cancels their booth space, but has not paid the amount owed at the time of cancellation, the owed payment becomes a cancellation payment.
- There will be no refund given to companies canceling after May 1, 2016. No exceptions will be made.
- A reduction of the number or size of booths reserved is regarded as a cancellation and the rules of cancellation will apply. Deposits received on the cancelled booths will not be applied to the remaining balance of other booths held.
- Any space not occupied by 6 p.m. on Saturday, October 15, 2016 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 Boston Convention and Exhibition Center (BCEC) in Halls A-B1. 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 exposition for which the application is being made. Points are accumulated as follows:

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.

After the on-site booth assignment, 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 exposition. No contract shall be in force until signed by the Academy.

7. Exhibit Installation, Storage and Removal: Installation must be completed by the scheduled close of setup hours. In the event the Exhibitor fails to install its exhibit within the proper setup 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 reserve the right to take possession of such booth space and reassign it without refund.

Exhibitors shall not be permitted to store packing crates and/or boxes in or behind their booths at any time. Properly marked boxes 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 exposition at 1 pm on Tuesday, October 18, 2016. 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 exhibitors must be removed from the BCEC by 12 p.m. on Wednesday, October 19. The deadline for clearance of all materials from the Exhibit Hall will be strictly enforced. It is the responsibility of each Exhibitor to have material 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 linear booths are 100 square feet (10'x10') unless otherwise noted. Booths have a back wall drape that is 8' high, with sidewall drapes that are 36" high. 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 that area of the exhibitor's space that is at least 5' from the aisle line. An island booth is a display of four or more standard 10'x10' booth spaces merged together with aisles on all four sides. Full use of the space is permitted, but the design of the booth must allow see-through visibility and accessibility from all four aisles. Island booths are shown on the enclosed floor plan. 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.

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 as sponsorship recognition. Exhibitors are required to keep their exhibit space neat and orderly at all times. Exposed parts of displays and/or equipment must be finished in a workmanlike and neat manner so an attractive appearance is presented when viewed from the aisles of 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 approval of the Academy. The subletting and sharing of exhibit space is 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 Exposition at 1 p.m. on Tuesday, October 18, 2016. Exhibit representatives manning the booth must be bona fide employees or distributors of the exhibiting company or members of his/her family and must be sixteen years of age or older. Exhibitors must display goods manufactured or dealt by them in their regular course of business, unless approved in advance by the Association. 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 exhibit hall two hours before the exhibits open on Sunday, October 16, Monday, October 17 and Tuesday, October 18. Exhibitors may remain in the hall one hour after the close of the exhibit hall each day.

12. Distribution of Products and Materials: Distribution of advertising and other promotional materials is permitted within the confines of the contracted booth space. Any exhibitor found distributing promotional materials outside of their allotted booth space will be found in violation of the Exposition Rules and Regulations.

No person, firm or organization not having contracted with the Academy for the occupancy of space in the Expo 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. Any infringement of this rule will result in the removal of the offending person or persons. Circulars or other promotional material may only be distributed from the Exhibitor's assigned space.

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 or live interviews must be confined to the limits of the space contracted. The use of magicians, fortune-tellers, dancers, mimes, puppet shows or other entertainment of this nature is prohibited without 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 Exhibits 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. Helium-filled and air-filled balloons or devices are not allowed in the Expo Hall. Give-aways may not include stick-on decals or balloons. All Exhibitors are required to carpet their booths.

14. Promotions, Prize Awards, Drawings & Contests: Prize awards, drawings, contests and other such traffic builders will be permitted by the Association only after the Association has given written approval. Exhibitors must inform the Academy in writing by September 1, 2016 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, including a charitable organization related to the Exhibitor. 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 and must not exceed \$500 in value per individual.

If an exhibitor wishes to hold a book-signing within their booth, they can only hold these demonstrations during unopposed exhibit hours. 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, book-signings and/or prize drawings must be approved by submitting the Application for Promotions and Giveaways to the Academy. This form will be located in the Exhibitor Service Kit, which will be available May 2016.

15. Photography/Videography: In order to best meet the photography requests of our exhibitors, attendees and press, the Academy has developed a new, comprehensive policy to maintain a professional and educational conference environment. The following have been developed to best clarify the Academy's photography guidelines at the Food & Nutrition Conference & Expo™:

- **No Photography or Video capture in Educational sessions:** The Academy hires a professional photographer to capture the excitement of the Food & Nutrition Conference & Expo™ educational sessions, Expo and other activities. To limit distractions to the speakers, we ask 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 and receive an authorized press badge. If you do not want your booth or products photographed or videotaped, please inform the Academy Show Management staff, located in the Exhibitor Lounge, prior to the start of the meeting.

- **In-Booth Exhibit Activities:** Exhibitors are permitted to photograph and/or video tape their own booth (a “shoot-in” policy). The Academy must approve in-booth activities to ensure that proper permission is extended, especially if the photographs are being taken and then imported onto social media networks.

We will continue to evaluate the photography policy to best uphold a professional and respectful environment while allowing attendees and exhibitors to share the wonderful things taking place on the Expo floor. If you have any questions related to the Academy’s photography policies, please contact Katie Burke at kburke@eatright.org for details and restrictions.

16. Order Taking/Sales: Exhibitors must collect sales tax as required by the Massachusetts Department of Revenue.

17. Market Research/Surveys: Exhibitors wishing to conduct market research or surveys during FNCE® must adhere to the following: A. Surveys/questionnaires must be submitted for approval to the Academy’s Exhibit Manager no later than September 1, 2016. B. If approved, 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. C. Market research companies must identify the name(s) of the client(s) for whom they are conducting research. D. Survey documents and any publication of results may not include the name Academy of Nutrition and Dietetics (the Academy) or make any reference to the Food & Nutrition Conference & Expo™ (FNCE®). E. All participants in the survey must be notified in writing of the purpose of the survey and how the information will be used.

18. Flammable Materials: The BCEC has adopted guidelines set forth below as it relates to flammable materials on the premises of the convention facility. All booths must be of either non-combustible material, fire retardant treated wood or any other materials fire treated in an approved manner. Exhibitors must use flame resistant decorative materials such as loose fibers, board, curtains, hangings, table covers, etc. Materials used in display construction or decorating shall be made of fire retardant materials and be certified as flame retardant. Exhibitors must dispose of any waste products they generate during the exhibition in accordance with guidelines established by the Environmental Protection Agency and the facility. Flammable or other dangerous fluids, substances, materials, equipment or other items must be in accordance with local ordinances, laws and regulations. If inspection indicates neglect in complying with these regulations, or otherwise presents a fire hazard or danger, the Association 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 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. Levy Restaurants is the exclusive food and beverage vendor at the BCEC and has responsibility to strictly regulate any food and beverage activity in the Convention facility. Any exhibitor sampling products must submit a sampling authorization form to Levy Restaurants and the Academy for review and approval. In connection with distribution of food and/or beverages in Exhibitor booths, pre-packaged, single unit samples are allowed. In addition, only food and beverage manufacturers may serve sample size 6 oz size 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 Levy Restaurants and dispensed by a licensed Levy 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 City of Boston. 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 Levy Restaurants. The use of propane, butane or other combustible bottled gas is prohibited.

20. Indemnification: LICENSEE shall indemnify, hold harmless and defend the CORPORATION, CITY OF BOSTON, BOSTON and their respective members, officers, directors, agents and employees from and against any and all liabilities, damages, actions, costs, losses, claims and expenses (including reasonable attorneys fees), arising out of, caused by or resulting from, in whole or in part, any act, omission, negligence, fault or violation of law or ordinance, associated with the use or occupancy of the Facilities by LICENSEE, its employees, agents, contractors, patrons, guests, exhibitors, licensees, invitees or any other person entering the Facilities with the implied or express permission of LICENSEE, unless the claim arises out of the sole negligence or willful misconduct of an indemnitee, its employees or agents.

21. 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.

22. 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.

23. Force Majeure: In the event of any circumstances beyond the control of the Academy, including acts of God, floods, fires, natural disaster, war, strike, or terrorism, or threat of war, strike, or terrorism, that render the holding of the Expo in the good faith opinion of Association 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 rental fee. Exhibitor releases the Academy from any and all claims for damages which may arise in consequence thereof.

24. 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 BCEC 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 Association 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.

25. 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 BCEC. If such damage appears, the Exhibitor causing such damages is liable to the owner of the property so damaged.

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

27. Official Service Contractor: Global Experience Specialists (GES) is the Official Service Contractor for the exposition 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 the Exhibitor by contractor is the responsibility of Exhibitor. Forms for ordering auxiliary services (Exhibitor Service Kit) will be supplied to you approximately 120 days prior to show time from GES.

28. Exhibitor Designated Contractors: Exhibitors requiring the services of independent contractors must have prior approval of the Academy, and will be required to provide to the Association the appropriate certificates of insurance of said independent contractors no later than thirty (30) days prior to first day of the Expo move-in. These certificates of insurance are required to be in possession of said contractors on-site at the Expo at all times. No exceptions will be made that will interfere with the orderly function or security of the Exposition or with obligations or commitments of the Academy. All contractor personnel working within the BCEC 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 provided by GES.

29. Exhibitor's Authorized Representatives: The Exhibit Hall is limited to individuals, business firms and manufacturers who have contracted and paid for space assignments. 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 on-line 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.

For each 10'x10' booth, each exhibiting company is entitled to four Booth Personnel badges and one Expo/Session badge for representatives at no charge. Additional badges are available for larger booths. The following is the complimentary allotment of badges:

Net square footage	Exhibitor Conference Badges	Exhibitor Booth Badges
100 – 199	1	4
200 – 299	1	6
300 – 499	2	10
500 – 699	3	14
700 – 899	4	18
900 – 1099	5	22
1100 – 1299	6	26
1300 and higher	7	30

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 logotypes is not permitted. Exhibitor badges may only be made out in the name of the company shown on the Exhibit Application & 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 16 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.

30. 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 of 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 Exhibits Manager immediately.

31. 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 & Regulations shall be binding on Exhibitors equally with the foregoing conditions. Exhibitors shall be notified in writing of any amendments to these rules and regulations.