

# EXHIBITOR AND PRESENTER TERMS AND CONDITIONS

Last revised: March 2017

The following terms and conditions relate to your participation in any of The Mind, Body, & BUSINESS™ Conference events, activities, or workshops which are conducted by PBCi, LLC (the "Company"), its officers, agents, employees and committees authorized to act for it in the promotion and management of the Conference.

By registering for the Conference, you (the "Exhibitor/Presenter"), meaning the exhibiting company, its officers, agents, employees and any other representative authorized to act for it in connection with its participation in the Conference, signify your acceptance of and obligation to these terms and conditions. If you have any objections to the following Terms, and Conditions you should not register to exhibit or present at the Conference.

## By submitting this page/registering for the Conference you agree to the below:

### Refund Policy

ALL PAYMENTS ARE NON-REFUNDABLE, but are transferable, should Exhibitor wish to directly sell paid registration to another company/business if unable to attend. Exhibitor must notify the Company in writing upon the selling/transfer of paid reservation.

### Workshops and Demonstrations

Due to time and spatial constraints, Workshops and Demonstrations are slated for 45 minutes, and should not last longer than 40 minutes, with questions, in order to prepare for the next Workshop, if applicable. Workshops and Demonstrations should keep in line with the overall theme of the Conference, and should be education-focused, in a way that expounds on the resource and service provided by your organization. Workshops and Demonstrations will be conducted in a pre-determined area.

### Pre-Event Marketing

As a Presenter/Exhibitor of this event, you give authorization to the Company to use representation of your organization name, likeness, logo and associated language/images to use in promotional materials and media related solely to this event specifically. It is understood that use of said likeness, et al, may not be used by the Company without express permission after a period of 30 days after the event conclusion.

### Exhibitor Regulations

- 1) A table top exhibit is a standard (6' x 30", 8' x 30", 12' x 30") table with a draped cloth which will be supplied by the venue, along with 2 chairs.
- 2) Table Top Displays. The following are permitted on table top displays: educational sales literature; samples of ingredients, additives, or laboratory products; displays that fit on top of the table. Maximum size allowed for these displays is 4 feet above table. No materials will be placed in front of or beside the table. Video equipment must be placed on table. The following are prohibited from being displayed IN FRONT OF table top displays: free standing floor displays larger than the table; displays which are higher than 4 feet above the table or obstruct the view of adjoining exhibits; These items are permitted but must be displayed BEHIND the table. Mechanical, electrical or other devices which produce sound are permitted, as long as they do not prove disturbing to other Exhibitors.
- 3) Only two Exhibitors are included in the fee, any additional person(s) must register for the event in order for them to display at the table. Subletting of the space by the Exhibitor is prohibited.
- 4) Electricity will be provided for the displays upon request, for an additional cost. Electricity must be requested and paid in advance of Conference. However, the Company cannot provide power and/or extension cords. Exhibitor is responsible for his/her own connection to existing and available venue power outlets.
- 5) Each Exhibitor should have an authorized representative present at the booth throughout the exhibit period and during the set up and dismantling of displays.
- 6) No solicitation, interviews, or distribution of literature may be conducted outside the confines of the Exhibitor's individual table top area, UNLESS the Exhibitor has registered as a Workshop Presenter. Exhibitors are prohibited from displaying logos of other trade organizations/associations.
- 7) Arriving exhibits shall be received at areas which the Company designates, and shall be plainly marked, with charges prepaid. Booths are assigned according to date of receipt of Agreement and payment.
- 8) The exhibits may be set up between 6:00 A.M. and 9:00 A.M. and dismantled between 5:00 P.M. and 8:00 P.M. on exhibit day. Beginning at approximately 2:15 P.M., Company staff will check each table to ensure that all rules have been followed.
- 9) Should a violation(s) be determined, the Exhibitor must remedy the violation immediately or, failing to comply, forfeit the table. No refunds will be made to the Exhibitor due to forfeiture for non-compliance.
- 10) If the Exhibitor does not occupy its exhibit space by the time set for completion of display installation, the Company may repossess the space for other use.
- 11) Exhibits shall remain fully intact until the exhibition has officially ended. Exhibits shall be removed from the building by the time specified in the agreement. If the Exhibitor fails to comply in the allotted time, the Company reserves the right, at Exhibitor's expense, to ship or store exhibit or to make other disposition of the property, without any liability to the Company.
- 12) Members of the Company staff will be available on site to answer any questions and to insure that all policies are followed.
- 13) The Company assumes no risk. By accepting this agreement, the Exhibitor expressly releases the Company from any and all liability for damage, injury, or loss to any person, goods, or from any cause whatsoever.
- 15) Any laws, rules or regulations imposed on the Company, either by any government authority or the meeting site, shall also be binding on Exhibitors. The Company shall not be liable to Exhibitors for any changes that may have to be made to comply with local law or meeting site requirements.

16) Cancellation of the Exhibitor Agreement will be accepted only at the sole discretion of Company. Upon such acceptance, Company may retain, at their sole discretion, as liquidated damages and not as a penalty, all amounts then paid by Exhibitor up to the time of cancellation pursuant to the payment schedule. There will be no refunds for any reason 5 days prior to the exhibit day.

## Audio/Visual Rules and Release

By participating in the Conference, Exhibitor/Presenter understands that portions of the Conference's live events may be recorded in video and audio and/or captured in still and/or digital photographs by the Company. Exhibitor/Presenter agrees that the Company and its assigns have the right and permission to use such recordings and photographs should they include Attendee's name, likeness, voice, biographical details, testimonial, or photograph for marketing, advertising or any other purpose in any media or format, online and/or offline, now or hereafter without further compensation, permission, or notification to the Exhibitor/Presenter. Exhibitor/Presenter understands and agrees that all recordings from the Company's events are the exclusive rights of the Company and Exhibitor/Presenter does not ask for or expect compensation for the use of recordings or photographs in which Exhibitor/Presenter appears or speaks. The Company owns all rights of any audio, video, and/or photograph captured during the Company's Conference or at any of the Company's other live events.

## Liability Waiver

While we take every possible measure to ensure safety of all Exhibitor/Presenters at the Conference, we cannot control every circumstance. The Exhibitor/Presenter is legally responsible for their safety and any belongings and agrees to, and will be held legally liable for the following statements: I, the willing Exhibitor/Presenter of the Conference, hereby accept all risk to my health and of my injury or death that may result from participating in the Conference and I hereby release the Company, and the Company's officers, employees, interns, contractors, sponsors and representatives from any and all liability to me, my personal representatives, estate, heirs, next of kin, and assigns for any and all claims and causes of action for loss of or damage to my property and for any and all illness or injury to my person, including my death, that may result from or occur during my participation at the Conference, whether caused by negligence of the Company, its governing board, officers, employees, or representatives, or otherwise. I further agree to indemnify and hold harmless the Company and any third-party company from liability for the injury or death of any person(s) and damage to property that may result from my negligent or intentional act or omission while attending and participating in the Conference. Under no circumstances will the Company or their assigns be held liable for my injury or death or any loss or damage of my personal belongings resulting from my participation in the Conference. Should I require emergency medical treatment as a result of accident or illness arising during my attendance and participation in the Conference, I consent to such treatment. I acknowledge and I agree to be financially responsible for any medical or legal bills that may be incurred as a result of emergency medical treatment. I will notify the Company verbally and in writing if I am at any time injured prior to, during, or after the Conference in my travels or attendance, or if I have medical conditions about which emergency medical personnel should be informed; however, I understand that the Company is not legally obligated to act on that information in any way or to providing any medical service whatsoever to me. I agree that if I have any medical or psychological conditions that may hamper me from fully and healthfully participating in the Conference that I will notify the Company in writing and that the Company retains the right to ask that I not participate in portions of or the entirety of the Conference.

## Confidentiality and Non-Compete

Exhibitor/Presenter hereby understands that the tools, processes, strategies, materials and information presented in the Conference are confidential, copyrighted, and proprietary to the Company and agrees not to record, duplicate, distribute, teach or train from the Conference materials in any manner whatsoever without the express written permission of the Company. Any unauthorized use or distribution of these proprietary concepts, materials, and intellectual property by you or your representatives is prohibited and the Company will pursue legal action and full damages if these terms are violated in order to protect its rights.

## Privacy Policy

By visiting our event site and participating in the Conference, Exhibitors/Presenters acknowledge and agree that they are subject to the Privacy Policy and Terms of Use of the promoter, which are listed at: [mindbodybiz.pbciusa.com](http://mindbodybiz.pbciusa.com)

## Review and Jurisdiction

These Terms will be governed by and construed in accordance with the laws of the State of Florida. Exhibitor/Presenter agrees that any dispute that arises out of or relates to these Terms, Conditions and Disclaimers will be resolved via legally binding arbitration in the State of Florida at a time and location convenient to the Company. If any of these Terms and Conditions are found unlawful, void, or for any reason unenforceable, then that provision will be considered severable from the remaining terms of use, and will not affect the validity and enforceability of the remaining provisions.

## For Correspondence, contact

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