

CYTO Virtual Interactive 2021
36th Congress of the International Society for Advancement of Cytometry (ISAC)
Exhibitor Terms and Conditions

APPLICATION, ELIGIBILITY, PAYMENTS

1. This application executed by an individual who has authority to act for the applicant (Exhibitor) shall constitute a valid and binding contract with the International Society for the Advancement of Cytometry (ISAC). Exhibits must be of an educational character and relevant to the registrants' scientific and professional interests. ISAC reserves the right, at its sole discretion, to accept or deny applications for exhibit space and to allocate space among exhibitors. By applying for exhibit space, an exhibitor agrees to adhere to all conditions and regulations outlined within this website. Conformity with these Terms and Conditions for this Congress will be monitored by Exhibit Management.
2. Except as provided to the contrary in this contract, all monies paid by Exhibitor/Sponsor shall be deemed full earned and non-refundable at the time of payment.
3. **Exhibit Fees** - The cost for exhibit space is dependent on the sponsorship level, booth type, and booth amenities. Virtual Exhibitor must be fully paid on all money owed to ISAC.
4. **Payment Schedule** - Payments may be made by credit card or check. Checks must be made payable to ISAC and mailed to 4601 N Fairfax Drive Suite 1200 Arlington, VA 22203 USA. Unless otherwise agreed upon by ISAC, in its sole discretion, payment must be made in full at time of submitting application.
5. **Requirements** - Show management will provide requirements to Virtual Exhibitors that must be met to participate including minimum internet speeds, camera, audio and access to specific online meeting platforms. Show Management reserves the right to determine or verify eligibility of Exhibitor for inclusion in the Show prior to, or after, submission of the Virtual Exhibit Space Agreement. Show Management will determine the appropriateness of products to be exhibited by their distinctive characteristics or performance capability. Show Management also reserves the right to prohibit display or advertisement of products at any time if display or advertisement of such products would not meet Show objectives or would cause Exhibitor to be in violation of these Exhibitor Rules & Regulations, the Exhibit Display Regulations, or the Intellectual Property Rights Policy.

Non- Endorsement - The Exhibitor agrees and understands that by approving its application, ISAC does not in any way endorse or signal its approval of the Exhibitor's product or service. Accordingly, the Exhibitor agrees that it shall not, in any manner, in its advertising, promotional or similar materials or undertakings, state, suggest, or imply such ISAC approval or endorsement. Further, the Exhibitor agrees not to use ISAC's name or logo or make any reference to ISAC in any other undertakings (e.g. survey, questionnaire, letter of introduction) without the written permission of ISAC. Except reference may be made to the meeting as CYTO Virtual Interactive 2021, with place and dates) on the exhibitor's advertisement.

Non-Exhibiting Company Products or Services - Exhibitor may not display products or signage in their Booth from eligible non-exhibiting companies unless approved in writing by Show Representations by and/or media activities of non-exhibiting companies are prohibited at the Show.

"Outboarding" - occurs when a company that is eligible to exhibit at the Show does not exhibit but hosts buyers at a venue away from the Show during set-up days or Show days. Companies that engage in outboarding may be prohibited from exhibiting at the Show for one to three years as determined by the ISAC Show Management. Registration credentials will not be issued to any employee of a company prohibited from exhibiting due to outboarding. Exhibiting companies are encouraged to protect their investment and report any outboarding to Show Management.

ASSIGNMENT OF SPACE

Virtual Booth Assignments - There is no deadline for booth applications, however it is recommended the earlier the better to allow for both processing and the exhibitor to upload their materials to the event site and review their booth and ensure accuracy. Applications received after **Friday, May 7th** may experience a delay in processing due to the proximity to the meeting dates. All applications must be accompanied by a payment method.

Applications submitted online on the a2z system before May 7th will be assigned their virtual booth space in order of receipt of the application and payment. Your company will receive a confirmation of your successful application submission and you will at that time be sent an invoice for FULL payment of your virtual booth space. Payment can be made by credit card directly online. Checks drawn on US bank and bank wires are accepted and due at the time of invoice. Be sure to add any applicable bank wire/processing fees with your booth payment. FULL payment of booth space is required by Friday, May 7th, 2021. Any booths not paid in full by this date will be released and removed from the site pending FULL payment.

Starting **Monday, February 22nd, 2021**, the online booth application system will be open to exhibitors. FULL payment is due at the time of application.

Subleasing space - No Exhibitor shall assign, sublet, or share the whole or any part of the space contracted to them. Exhibitor agrees to limit the service and/or materials displayed in their exhibit area to those purveyed by Exhibitor, with the exception that other proprietary equipment may be used solely for the purpose of demonstrating the materials or services of Exhibitor.

Liability -

- a) ISAC undertakes no duty to exercise care, nor does it assume any responsibility, for performance and satisfaction of the virtual exhibit experience.
- b) This Agreement shall not constitute or be considered a partnership, employer-employee relationship, joint venture or agency between ISAC and Exhibitor. Exhibitor hereby agrees to and does indemnify, hold harmless, and defend ISAC, ISAC Leadership their officers, directors, employees, agents, affiliates, and subsidiaries (collectively, "Indemnified Parties"), from and against any and all liability, responsibility, loss, damage, cost, or expense of any kind whatsoever (including but not limited to cost, interest, and attorney's fees) which any Indemnified Party may incur, suffer, be put to, pay, or be required to pay, incident to or arising directly or indirectly from any act or omission by Exhibitor or any of its employees, servants, or agents. Exhibitor further agrees that the Indemnified Party, shall not be responsible in any way for damage, loss, or destruction of any property of Exhibitor or injury to Exhibitor or its representatives, agents, employees, licensees, or invitees.

OPERATION AND CONDUCT

Exhibit Personnel.

1. Attendants, and other employees and representatives of Exhibitor must confine their activities to the virtual exhibit space. Virtual Networking Lounges are not open to any commercial activities other than those stipulated within any sponsorship agreements of such areas.
2. Booths must be staffed or have notification of return time during all Show hours. While we have created dedicated Exhibit Hours for every day and international time zone within the event, we realize that some companies will not be able to staff their booths during certain of these dedicated hours and in such cases require that a notification of return time be provided within the booth.
3. Virtual Exhibitor shall not photograph or record video of another virtual exhibit or product of another exhibitor unless such photography or videography is approved in writing by the other exhibitor or Show Management.
4. Virtual Exhibitor agrees to follow all privacy rules, including GDPR.
5. No area of the ISAC platform shall be used for any improper, immoral, illegal, or objectionable purpose.

Booth Space - Booths should look professional and engaging. The background of your camera view should be clean and professional. The use of professional looking pictures, posters, banners, etc. are encouraged.

Booth Preparation - All Booths must be tested and operational by **May 28, 2021**. Testing will be schedule and performed prior to the event.

Entertainment, Music - All music and entertainment must be in good taste and exhibitor is responsible for obtaining approval for use and retaining any copyrights as required.

Liability and Insurance - Neither ISAC, nor any of the officers, employees, agents, contractors, and affiliates of such entities, nor the owners, management company, employees or representatives of the hosting platform will be responsible for any injury, loss or damage that may occur to the virtual exhibitor or to the virtual exhibitor's employees or property, prior, during or subsequent to the period covered by the virtual exhibit. The virtual exhibitor expressly releases the foregoing persons and entities from and agrees to indemnify the same against any and all claims for such loss, damage or injury arising from the negligent or willful acts or omission of the virtual exhibitor and its employees, agents, contractors, and invitees. Virtual Exhibitors are responsible for all liability insurance coverages.

VIOLATIONS

The Exhibitor shall be bound by the Rules as defined herein, and by such additional rules and regulations which may be established by the Facility and Show Management at any time. Show Management shall enforce all Rules and such additional rules and regulations, and its decision on these matters will be final. All matters and questions not covered by the Rules and such additional rules and regulations shall be subject to the final judgment and decision of Show Management. Any violation by the Exhibitor of any of the Rules and such additional rules and regulations shall subject Exhibitor to cancellation of the agreement to occupy virtual exhibit space, to forfeiture of any monies paid on account thereof, and could make Exhibitor subject to loss of seniority points, loss of credentials for future shows and loss of other show privileges. Upon Show Management notifying Exhibitor of such cancellation, Show Management shall have the right to take possession of the Exhibitor's virtual space.

At its discretion, if at any time Show Management deems a virtual exhibit or an exhibit's contents objectionable, Show Management reserves the right to remove and/or cancel the exhibit space or any portion thereof at Exhibitor's sole expense. This reservation includes persons, things, conduct, printed matter, signs, products, or any item of poor character, which, in the sole judgment of Show Management, is detrimental to or unsuitable for the Show or jeopardizes the Show's safe operations. This right may be exercised by Show Management at any time, regardless of whether it is before the Show or during the Show. In the event the right is exercised during the Show, Show Management shall not be liable for refund of exhibit space rental fees, exhibit equipment rental fees or any other expense incurred by reason of Show Management's removal of objectionable contents or cancellation of the exhibit space or any portion thereof. Exhibitor hereby expressly waives any and all rights and claims, actions and demands for damages, costs and expenses, including without limitation, legal fees, lost profits, and costs of goods sold, against the virtual hosting platform, Show Management, their directors, officers, agents, employees and/or servants for such removal and/or cancellation.

ACCESS CONTROL - ISAC will provide access control from event planning through the conclusion of all activities, including follow-up. Show Management shall not be held responsible for the loss of any material by any cause and urges the Virtual Exhibitor to exercise normal precautions to protect its account and login privileges.

FAILURE TO HOLD EXPOSITIONS - Should any contingency prevent holding of the Annual Session, ISAC may retain such part of exhibitor's rental as shall be required to pay for expenses incurred up to the time such contingency shall have occurred. The exhibitor waives all claims for damage or recovery of payments made except the return of the prorated amount paid for exhibit space less expenses incurred by ISAC and the event platform.

AGREEMENT TO CONDITIONS - The Exhibitor, for itself and its employees and agents, agrees to abide by the conditions stated herein, it being understood and agreed that the sole control of the virtual exhibit hall rests with ISAC.