2022 Texas Conference for Women Virtual Exhibit Display Rules & Regulations

- 1. EXHIBITOR APPLICATION: Upon acceptance of the Application by The Texas Conference for Women ("the Conference"), the following rules and provisions (numbered 1-12) shall become binding and a part of the agreement between the exhibitor, exhibitor's employees and agents ("the Exhibitor") and The Texas Conference for Women. Any additions and amendments thereto that may be established or put into effect by the Conference, and provided in writing to the exhibit firm, shall also become binding and a part of the agreement, as allowed under state law.
- 2. PAYMENT: Booths must be paid in full before the exhibiting firm is considered to be a confirmed exhibitor. When an on-line application is completed it will require payment information. However, the credit card will not be charged unless and until the exhibiting firm is approved. If paying by check, an email will be sent with instructions on where to send the payment. Checks are due in our offices within 10 business days of acceptance.
- 3. CHARACTER OF EXHIBITS: The Conference reserves the right to prohibit any exhibitor from displaying content in the virtual booth that is deemed inappropriate. Inappropriate content includes, but is not limited to lewd, incendiary, illegal, discriminatory or inaccurate information, images, video or music. In the event the Conference determines content to be inappropriate, the Conference shall give Exhibitor one warning to remove content. If content is not removed, the Conference reserves the right to remove the Exhibitor from the Conference and will not be liable for refund of exhibit fees.

Due to the Conference's 501(c)3 non-profit status, Exhibitor is prohibited from promoting political candidates or initiatives as part of the exhibit booth.

Determination as to whether content is inappropriate shall be at the sole discretion of the Conference.

4. BOOTH SET UP: Virtual exhibit booths must be completed by exhibitor at by October 28, 2022. We cannot guarantee any change requests after this time.

5. SHOW TIMES AND STAFFING:

The career fair will be available to all registered participants free of charge and is scheduled to run from 11am-2pm CT on November 8, 2022 but exact times are subject to change.

The virtual exhibit hall will be live to paid attendees starting at 8am-5pm CT November 10, 2022 and will be open to paid attendees for playback of breakouts and viewing of exhibit hall for 30 days.

We request that you staff your booth during the open career fair and the main Conference day and be available to attendees for live chatting. No staffing is needed during the playback period.

- 6. SHOW CANCELLATION: In the event of cancellation of the conference, The Conference shall be liable only for refund of exhibitor fees.
- 7. UPLOADING CONTENT TO THE PLATFORM / COPYRIGHT RULES: In consideration of the Conference's use of all or a portion of the content which Exhibitor submits or transmits to the Conference's online platform ("the Platform"), including, without limitation, images, graphics, photographs, sounds, music, video, code, software, text and data ("Content"), Exhibitor hereby represents, warrants and agrees as follows:

Exhibitor grants the Conference an irrevocable, non-exclusive, world-wide, transferable, sub-licensable, royalty-free right and license before, during and after the Event to access, transmit, store, reproduce, copy, modify, prepare derivative works based on, distribute, perform, display and otherwise use the Content in all media and formats, including, without limitation, within the Platform, for the sole purpose of promoting and administering the Event. The Conference acknowledges and agrees that Exhibitor retains all right, title, and interest in and to the Content except as expressly set forth herein.

Exhibitor is solely responsible for its Content and assumes all risks associated therewith, including, without limitation, anyone's reliance on its quality, accuracy or reliability. Exhibitor represents that it owns or has all required rights, licenses, permissions, waivers and releases required to create the Content and to grant the rights and licenses granted herein. Exhibitor also represents that the Content will not infringe, misappropriate or violate any

2022 Texas Conference for Women Virtual Exhibit Display Rules & Regulations

law or any patent, trademark, copyright, trade secret, right of privacy, attribution or publicity, moral rights or any other intellectual property or other right of any third party.

- 8. HOLD HARMLESS AND LIABILITIES: Exhibitor will indemnify, defend and hold the Conference harmless from and against any and all claims, actions, suits, proceedings, liabilities, losses, damages, liabilities, fines and penalties together with all costs and expenses (including, without limitation, reasonable attorneys' fees) incurred by the Conference as a result of, or arising out of or in connection with, the Content, including, without limitation, any claims that the Content, or its use as contemplated hereunder, infringes, misappropriates or violates any applicable law, rule or regulation or any right whatsoever of any other person or other entity.
- 9. CANCELLATION OF BOOTH SPACE: Once an Exhibitor is approved and payment has been made, there are no cancelations allowed for the booth.
- 10. BOOTH ASSIGNMENT: Booth locations are assigned to exhibitors at the sole discretion of The Conference. Concerns regarding competitive or specific types of exhibitors should be communicated to The Conference at the time of application for exhibit space.
- 11. RULE CHANGES: The Conference reserves the right to make reasonable changes in the foregoing rules, exhibit hours and set up arrangements. The Conference will alert exhibitor via email regarding any changes in time or rules.