

# 2019 BICSI Conference & Exhibition Rules and Regulations

## Eligible Exhibits

All exhibits must be related to the information and communications technology (ICT) industry. BICSI has the sole right to determine the eligibility of any company, product, or service for inclusion in the exhibition.

## Application Process

The BICSI policy for exhibitor selection is as follows:

- Exhibitors must submit a completed 2019 BICSI Conference & Exhibition Exhibitor Application form with payment.
- The Contract Provisions and BICSI Exhibition Rules and Regulations become binding upon acceptance of the Application between the applicant, its employees and agents, and BICSI, and any additions and amendments thereto that may thereafter be established by BICSI.

## Licensing of Exhibit Space

After an exhibitor application has been approved by BICSI, BICSI shall license exhibit space to the exhibiting company for the time frame listed in the application, provided the conference facility is made available to BICSI. Such license is granted for the time frame listed in the application only and does not suggest that space will be held for or offered to the exhibiting company at future conferences. BICSI may terminate this agreement, shut down the exhibit space, and remove the exhibiting company's goods if, at its sole discretion, BICSI determines that the exhibiting company's product or service is ineligible to be exhibited at the conference or the exhibiting company is in violation of any BICSI rules and regulations.

BICSI, its agents, officers, directors, and employees, will not be liable for delay, relocation or failure to hold a BICSI conference as scheduled due to events beyond the control of BICSI. In the event of a complete cancellation, payment for exhibit space will be returned, less a pro-rated portion of any actual expenses incurred in connection with the conference.

## Adherence to Exhibition Rules and Regulations

For the safe and/or effective operation of BICSI conferences and exhibits, the exhibiting company agrees to abide by the 2019 BICSI Conference & Exhibition Rules and Regulations—including those of the conference facility—2019 BICSI Conference & Exhibition Exhibitor Contract, 2019 BICSI Conference Application provisions, and any revisions or amendments thereto made by BICSI or the conference facility. Failure of the exhibiting company to comply may result in penalties to include, but not be limited to, loss of exhibitor benefits or denied participation in this and future BICSI conferences.

## Observance of Laws and Rules

Exhibiting companies must comply with all laws, codes, regulations, and ordinances of federal, state, and local government authorities, and all rules of the conference facility.

## Official General Contractors

BICSI selects a General Services Contractor, as well as other contractors, to provide services and furnishings for this exhibition. The purpose of these contractors is to provide quality service and products to exhibitors at a competitive rate in a safe and timely fashion. The following services and furnishings must be provided by the General Services Contractor whose forms and information will appear in the Exhibitor Services Manual. This list is subject to change at any time without notice and at BICSI's sole discretion:

- Freight handling in/out
- Standard rental furnishings
- Erecting or dismantling exhibitors' displays

- All ancillary services, including photography, floral, audiovisual, etc.
- Security, cleaning, and janitorial services

Exhibiting companies must comply with all union regulations applicable to setup, display, and dismantling of exhibit space, and all labor contracts and labor regulations in effect in the conference facility.

### **Exhibitor-Appointed Contractors (EACs)**

An exhibitor who wishes to use a service contractor other than the official General Services Contractor must obtain advance approval. Such contractors would include, but are not limited to, booth installation companies, audiovisual companies, and other services provided by the General Services Contractor. An EAC request form will be included with the exhibitor service order forms online and must be submitted to BICSI Conference Management by the designated deadline for each contractor. Permission to use an EAC will be granted only if permitted by the rules of the conference facility and will not interfere with or prejudice the orderly setup, interim services, and dismantling of the exhibition. It is understood that the EAC will be a signatory and conform to all applicable labor rule contracts and shall comply with all BICSI exhibit rules and regulations.

All EAC representatives must obtain badges and/or wristbands and will be required to follow the same exhibit hall admission policies as the exhibitor. No badges and/or wristbands will be issued to EAC companies which are not preregistered and for whom insurance certificates have not been submitted.

Exhibiting companies utilizing EACs agree to indemnify and hold harmless BICSI, the conference facility, the General Services Contractor, and each of their respective owners, parents, subsidiaries, affiliates, employees, managers, officers, directors, agents, and independent contractors from any and all liability, including attorney's fees, which may arise due to the third-party contractor's presence or action.

### **Security, Liability, Insurance, and Indemnification**

- Perimeter security guards shall be provided during the non-operating hours of the exhibition. The provision of guards shall not increase the liability of BICSI or the conference venue or facility. Exhibiting companies must safeguard their materials, equipment, and displays at all times. Neither the conference facility nor BICSI will be responsible for loss or damage to any property for any cause.
- After exhibit hours, only exhibitor personnel properly identified and with the permission of BICSI may enter the exhibit hall.
- The exhibiting company agrees to indemnify, defend, and hold harmless BICSI and its respective members, officers, directors, agents, employees, affiliates, and independent contractors, and the conference facility and its owner(s), parent(s), subsidiaries, affiliates, employees, managers, officers, directors, and agents from and against any and all claims, demands, suits, liability, damages, loss, costs, attorneys' fees, and expenses of any kind or type, which result from, arise out of, or are connected with any acts, or failures to act, or negligence of the exhibiting company, or any of its officers, agents, employees, or other representatives, including but not limited to, claims of damage or loss resulting from the breach of any of these rules and regulations, or damage of any kind or type arising out of or in connection with the exhibiting company's use and/or occupancy of exhibit space.
- Exhibiting companies agree to maintain such insurance that will fully protect BICSI from any and all claims of any nature whatsoever, including claims under the Worker's Compensation Act, and for personal injury, including death which may arise in connection with the installation, operation, or dismantling of the exhibitor's display.

- Exhibiting companies acknowledge that neither BICSI, the conference facility, nor their owners carry insurance of any sort on exhibits or other property of exhibitors and, as set forth in this agreement, BICSI assumes no liability for loss or damage thereto from any cause. It is the sole responsibility of the exhibiting company to obtain business interruption and property damage insurance, insuring against any losses that may be suffered by the exhibiting company, including damage to any inadequately packed property.
- Exhibiting companies are required to add on to their existing insurance portal-to-portal rider at a nominal cost, protecting them against the loss damage to their materials by fire, theft, accident or other related loss.

### **Exhibits and Displays**

- Exhibits/displays not meeting the following specifications or which in design, operation, or otherwise are objectionable in the opinion of BICSI, will be modified or removed at the expense of the exhibiting company.
- Booths will be provided with an eight-foot high (8') curtain back wall, three-foot high (3') side rails, and an I.D. sign. Side rails must remain in place between inline booths contracted by different exhibiting companies. Side rails may be removed on the aisle side(s) of corner booths.
- *Inline Booths:* The maximum height of eight feet (8') for display materials is allowed in the rear seven feet (7') of the exhibit space, with a four-foot (4') height restriction imposed on all display materials in the remaining three feet (3') forward to the aisle.
  - Height limitations for inline booths must be observed as follows: Booth back wall shall not exceed 10 feet (10') in height and must have a finished backing. No advertising logos, displays, signage or exhibit structures may exceed the height limitation. The height limitation will be strictly enforced without exception. Hanging signs are not permitted for inline booths.
  - Bridging of booths across an aisle or side rails for any reason, and by any means, is prohibited.
  - All unfinished parts of an exhibit/display that are exposed and facing an aisle or neighboring exhibitor must be curtained off at the exhibitor's expense.
- *Island Booths:* All exhibitors with island booths must submit detailed floor plans, including any proposed hanging signage, for approval to BICSI Conference Management no less than 30 days prior to exhibitor move-in. Maximum height of an island booth is 26'.
  - No signs, advertising devices, or merchandise shall be displayed outside the exhibit booth.
  - BICSI has the right to prohibit any part of an exhibit that, in its opinion, is not suitable to, or in keeping with, the character or purpose of the BICSI conferences. Questionable exhibits shall be modified or removed (if modifications cannot be made) at the request of BICSI, and at the expense of the exhibiting company.

### **Exhibit Space Operations, Activities, and Usage**

- Exhibits must be designed and operated in a manner that respects the rights of other exhibitors, attendees, and visitors.
- No activities will be permitted in any exhibit space that are contrary to the law or the rules and regulations of BICSI or the conference facility, or that will disturb exhibitors in the immediate area.

- Exhibitors may show, discuss, explain or demonstrate items or services, but shall not make sales that result in the delivery of merchandise and/or the exchange of money in the exhibit hall.
- Exhibiting companies shall not engage in any actions that will divert attendees from attendance at educational sessions or other official activities held on conference days Tuesday, Wednesday, and Thursday during the 2019 Winter and Fall Conferences.
- Exhibitor representatives shall reflect BICSI's highest standard of professionalism during exhibit hours and within BICSI-controlled meeting and function space. Neither exhibitors nor any of their representatives shall be offensive or disruptive in appearance or dress, nor shall they conduct themselves in a manner offensive to standards of decency or good taste. Business casual attire is appropriate.
- Any dispute between exhibitors, or any questions relating to the interpretation of these rules, regulations, or policies, or any subsequently adopted rules, regulations, or policies, shall be brought promptly to the attention of BICSI Conference Management.
- Exhibitors must not enter into other exhibitors' exhibit space without invitation or when unattended, nor may they loiter around the exhibit space of other exhibitors.
- Exhibitors shall not remove anything from other exhibitors' booths.
- Exhibitors are prohibited from registering or providing a registration badge to anyone not qualified to be in attendance at the conference.
- All displays, equipment, booth furnishings, demonstrations, door prize entries, activities, entertainment, and marketing/promotional activities, including surveys of any nature conducted by the exhibitor or a contracted survey firm, must be confined to the contracted exhibit space. Exhibitors are strictly prohibited from soliciting or conducting business in the aisles of the exhibit hall.
- Visitors to the booth must be contained within the parameters of the exhibit space. Due to fire regulations, no overflow into the aisles will be permitted.
- Exhibitors are allowed access to their booths only during regularly scheduled exhibition hours, one hour prior to exhibits opening, and during exhibitor move-in and move-out. Meetings are not permitted in the exhibit hall during non-exhibit hours.
- Exhibiting companies must have representatives present in their exhibit space during the afternoon and evening hours of the exhibition.
- Door Prize Drawings: Any door prize drawings and/or awarding of prizes must be pre-approved by BICSI Conference Management, contained within the exhibitor's booth, and handled responsibly and professionally and in accordance with the rules regulating sound levels as outlined in the paragraph "Music and Sound" below.
- Small token gifts such as pens, pencils, luggage tags, pocket calendars, buttons, hats, and pins, may be distributed. Distribution of noisemakers is prohibited.
- No trunks, cases, or packing materials may be brought into or out of the exhibit space during exhibit hours.

- Lighter-than-air (e.g., helium) filled items, such as Mylar® balloons, are prohibited in the exhibit hall.
- Preparation of foods is prohibited in the exhibit hall.
- Use of glitter, confetti, smoke, and similar decorative items is not permitted in the exhibit hall.
- No animals including reptiles, birds, fish, or insects may be used as part of any exhibit.

### **Music and Sound**

Exhibitors acknowledge that any live or recorded performances of copyrighted music which occur in their booths must be licensed from the appropriate copyright owner or agent. Exhibitors undertake full responsibility for obtaining any necessary licenses and agree to indemnify and hold BICSI harmless from any damages or expenses incurred by BICSI due to the exhibitor's failure to obtain such licenses. Exhibitors are responsible for all applicable licensing fees, including those owed to ASCAP (American Society of Composers, Authors & Publishers) and/or BMI (Broadcast Music Inc.).

A strict maximum sound level will be maintained in the exhibit hall. Demonstrations found to have objectionable sound levels will be shut down at the sole discretion of BICSI Conference Management. Any cost connected with this forced compliance will be at the exhibiting company's expense.

No public address announcements are permitted.

### **Product Presentations/Demonstrations Taking Place Within Exhibit Booths**

Exhibitors may hold product presentations/demonstrations within their booths. Presentation and demonstration areas must be confined within the exhibit space so as not to interfere with any traffic in the aisles. Exhibitors must contract sufficient space to be able to comply with this rule. Aisles may not be obstructed at any time by attendees viewing presentations or demonstrations. All projection equipment, lighting devices, displays, presentations or demonstrations must be arranged in such a manner as not to infringe on the rights of other exhibitors.

Exhibitors holding product presentations that require staging are subject to a minimum booth size of 20' x 20'. Additionally, exhibitors holding product presentations are to submit a scale schematic drawing indicating the location of staging, sound system and/or projection system, and audience area to BICSI Conference Management for approval no less than 30 days prior to exhibitor move-in.

All projection equipment must be in accordance with the requirements of the fire marshal and in compliance with any agreements entered into by BICSI Conference Management with the conference venue. All plans for installation and operation of projection equipment must be approved by BICSI Conference Management before operation is undertaken.

Presentations and/or demonstrations are subject to the rules and regulations described under "Music and Sound" above.

### **Exhibitor Move-in**

- Exhibitor access to the exhibit hall will be identified on the conference website and in the Exhibitor Services Manual. Requirements for services before or after move-in times must be arranged through the General Services Contractor. Exhibiting companies must have installation of their displays and exhibit areas complete by the designated deadline for the specific conference(s).
- Any booth with a crated display remaining unattended by the designated setup time will be erected or placed in storage at the discretion of BICSI Conference Management. All charges for labor, etc., will be applied to the exhibitor of record. Exhibiting

companies not utilizing their space by the mandatory time of completion may forfeit the use of that assigned space. BICSI reserves the right to use the space without further obligation (i.e., refund, loss of business or disparagement or liability).

- Merchandise, signs, decorations, or display fixtures shall not be pasted, taped, nailed, or tacked to walls of the conference facility.
- The General Services Contractor will handle and provide storage space for exhibiting companies' shipping containers during the conference. All empty containers, upon erection of the display, shall be labeled as such and properly identified with the exhibiting company's name and booth number for removal from the exhibit floor by the General Services Contractor and to facilitate delivery at the end of the exhibition. The conference facility does not provide storage service for empty containers.

### **Exhibitor Move-out**

- The schedule for exhibitor move-out for each conference will be delineated on the BICSI website.
- The packing of merchandise and dismantling of exhibits/displays shall not start until the exhibit hall officially closes. Empty crates and cartons will not be delivered until this time. Early closing of exhibits/displays or equipment prior to the exhibition closing is strictly prohibited. Exhibiting companies will not be permitted to remove any of their exhibition equipment or display materials from the conference facility between the opening and closing of the exhibition without express written permission from BICSI.
- Exhibitors found in violation of early move-out will be subject to penalties, including loss of privileges for priority booth assignments at future BICSI conferences.
- Arrangements for the use of exhibitor services (e.g., labor and/or shipment of exhibit materials from the exhibition site) should be made well in advance of the exhibition's closing. Materials left in the booth after the exhibition, not packed/crated or covered by a bill of lading for shipment, will be packed, shipped or stored at the discretion of the General Services Contractor and all expenses will be charged to the exhibitor of record. The exhibit hall must be cleared out of all exhibit materials by the end of exhibitor move-out.
- Each exhibitor must provide return shipping instructions. The General Services Contractor will return-ship all exhibits according to those instructions.
- All exhibit space occupied by an exhibitor must be surrendered in the same condition as when the exhibitor arrived.

### **Exhibit Hall Floor Plan**

The dimensions and locations of exhibit booths, exits, and other structures are believed to be accurate, but only warranted to be approximate. Furthermore, BICSI Conference Management reserves the right to make such modifications, to whatever extent BICSI deems appropriate, to the official floor plans as may be necessary to meet the needs of exhibitors and the exhibit program.

### **Attendance and Participation**

BICSI makes no warrants or commitments regarding the number or demographics of attendees for the 2019 BICSI conference(s), nor any warrants regarding attendees' participation or attendance in the exhibits.

### **Payment**

Any exhibitor who does not pay in full for exhibit space prior to the specified BICSI conference will not be permitted to set up their booth.

### **Cancellation and Downsizing of Exhibit Space**

Upon notification of cancellation, BICSI has the right to resell the space vacated. Cancellation or downsizing of exhibit space must be received in writing 90 days prior to the first day of the exhibition. The date upon which the notice of cancellation is received will act as the official cancellation date. Cancellations prior to 90 days of the first day of the exhibition will forfeit 50 percent of the booth fee. Cancellations after that time will forfeit 100 percent of the booth fee. Booth fees are not transferable.

- Winter Conference & Exhibition cancellation deadline for return of 50 percent deposit: October 22, 2018.
- ICT Canada – Presented by BICSI cancellation deadline for return of 50 percent deposit: January 9, 2019.
- Fall Conference & Exhibition cancellation deadline for return of 50 percent deposit: July 1, 2019.

Cancellations of any part of the Premier Exhibitor agreement will forfeit related Premier benefits for the balance of 2019. Cancellation of any part of the Premier agreement will change booth fees for the balance of 2019 to the status of Standard.

### **Subletting of Space**

- Exhibiting companies shall not assign or sub-license to a third party its rights to the exhibit space, or to any portion thereof. Exhibitor may not display or advertise goods or services other than those that they manufacture and/or regularly distribute. Use of exhibit space is restricted to the organization whose name (or names) appears on the exhibitor application.
- Exhibiting companies may purchase exhibit space for subsidiaries, joint ventures, and/or partnerships with approval of BICSI Conference Management.

### **Exhibitor Representative Cancellation**

Paid Exhibitor Representative cancellations received 30 days prior to a conference will be issued a full refund. Any Exhibitor Representative who does not cancel prior to 30 days, or is a no-show, will not receive a refund. Once exhibit space has been selected, exhibitors reducing the amount of square footage contracted will be subject to the same cancellation penalties listed. This applies to all categories of Exhibitor Representatives. Registered Exhibitor Representatives may substitute another person from the same company.

### **Shipping and Receiving**

BICSI's General Services Contractor is designated the official contractor for receipt of exhibit materials and delivery of these materials to the exhibit space.

Shipment of exhibit materials should be sent in accordance with the instructions provided in the Exhibitor Services Manual. Exhibit materials must be sent prepaid with a copy of the bill of lading forwarded to the General Services Contractor. Each exhibitor must provide return shipping instructions. The General Services Contractor shall return-ship all exhibits according to these instructions.

### **Safety**

Exhibitors shall not pack merchandise in flammable material, and all packing materials must be completely enclosed within shipping containers. Materials not enclosed within shipping containers will be considered refuse and discarded.

Exhibiting companies' fabrics or other materials used for aesthetics or display fixture coverings must be flame retardant. A certificate of flame-proofing may be required. The use of flammable materials, necessary to the purpose of the exhibit where no other alternative can be used, must be brought to the attention of BICSI Conference Management in writing, requesting approval, not less than 45 days before exhibit opening.

Any and all electrical equipment, including signs and lights, shall be in good operable condition and able to pass the inspection of the local Fire Underwriters Inspection Bureau. Each exhibitor agrees to be knowledgeable and responsible regarding ordinances and regulations pertaining to health, fire prevention, and public safety, while participating in the conference.

BICSI reserves the right to prohibit the display and/or demonstration of any product it deems unsafe. In the event BICSI prohibits the display and/or demonstration of an exhibitor's product(s) for safety reasons, it shall have no obligation to refund to the exhibitor any exhibit expenses, in part or in whole.

### **Weapons Not Permitted**

Weapons and items that appear to be weapons are not permitted at the BICSI Conference and/or the Exhibit Hall.

### **Americans with Disabilities Act (ADA)**

The conference facility shall be responsible for all accessibility requirements under the federal Americans with Disabilities Act (ADA). BICSI shall be responsible for those readily achievable, non-permanent accessibility requirements of the ADA, if not otherwise provided by the conference facility. Exhibiting companies shall comply with any provisions of the ADA which are applicable to exhibitors and their exhibits.

### **Waiver and Severability**

Waiver by BICSI of any term or condition or breach shall not constitute a waiver of any other term or condition or breach of this agreement. In the event any provision of this agreement is held invalid or unenforceable in particular application, then, as the case may be, neither the remaining provisions of this agreement nor other applications of the provisions involved shall be affected thereby.

### **Jurisdiction**

This agreement shall be governed by the State of Florida and any dispute or claim may only be heard or considered in either the State Courts of Florida, the Federal District Courts within the State of Florida, or by arbitration within the State of Florida.

### **Antitrust Laws**

Exhibitors must read the BICSI Antitrust Statement found on page 27 of the 2019 Exhibitor Prospectus or at [bicsi.org](http://bicsi.org) and comply with applicable antitrust laws.

### **Exhibitor Violations**

Depending on the seriousness of the violation, BICSI management (BICSI Executive Director & Chief Executive Officer, BICSI Director of Conferences & Events) reserves the right to:

- Reduce booth selection to bottom of the list for the current and/or future conferences.
- Prevent access to ancillary meeting space for the current and/or future conferences.
- Prevent participation in the current conference, up to and including removing the exhibitor's property from and closing the exhibit space.
- Prevent participation in future BICSI conferences.

In the event of rejection or ejection of any exhibitor, exhibitor's representative, exhibit (in whole or in part) or visitor due to non-compliance with the rules and regulations set forth herein or with the laws, codes, regulations, and ordinances of federal, state, and local government authorities, or the rules of the conference



facility, BICSI shall have no obligation to refund exhibit space rental or other exhibit expenses. All companies exhibiting at BICSI conferences agree to hold harmless BICSI from any and all charges, losses and/or expenses arising out of their failure to comply with these rules or laws and any amendment thereto.

### **Hospitality/Special Functions/Exhibitor Meetings**

Exhibitor-hosted hospitality and special functions are encouraged. However, hosted activities shall not conflict with conference sessions and exhibit hours or BICSI-sponsored functions and may in no way interfere with the success of the conference.

All companies that wish to host hospitality and special functions must be exhibitors at the conference and must provide information about scheduled hospitality and special functions to BICSI Conference Management. Exhibitors may not co-host a hospitality event during the conference dates—either at the conference facility or at an off-site venue—with a company in any way related to the ICT industry not exhibiting at the conference.

Exhibitor hospitality and special functions may be held during the day on Sunday and Monday prior to the conference and beginning at noon on Thursday.

Exhibitors agree that hospitality and special functions held in the evenings (Sunday, Monday, Tuesday) may not conflict with Exhibit Hall hours. Events held at the conference facility may start immediately after the close of the exhibit hall. Events held at venues other than the conference facility may start no earlier than 15 minutes after the close of the Exhibit Hall.

No exhibitor hospitality or special function may be held on Wednesday evening during the Winter Conference.

Exhibitors requiring the use of function rooms in the conference facility must obtain written authorization from BICSI and absorb any associated costs. Space for luncheons, hospitality, or special functions at the conference facility is limited. All requests for functions must be submitted in writing to BICSI for approval and in order to coordinate the scheduling of functions. Function space commitments, catering arrangements, and other orders should be coordinated directly with the conference venue or the selected facility.

Hospitality and special functions are to be conducted in a manner that does not detract from the professional image of the conference or BICSI.

Alcohol may be served at hospitality or special functions. However, the hospitality/special function host and those dispensing alcohol must ensure that alcohol is dispensed responsibly. No alcohol may be served to minors or to anyone who is obviously intoxicated. Local “dram” laws must be obeyed. BICSI does not accept any liability for alcohol served at hospitality or special functions.

### **Booth Sharing/Combining of Booth Space**

With the advance approval of BICSI Conference Management, two or more companies may share or combine booth space. Separate company listings in BICSI Conference publications will be accommodated for a fee of \$500 charged only to the additional company(ies) for every listing that includes a company description after the first such listing. This listing fee is separate from and in addition to any advertising fees associated with the purchase of ad space in one or more of BICSI’s Conference publications. Companies that elect to share or combine space at two or more like BICSI Conferences (i.e., two or more Winter shows or two or more Fall shows) must purchase the same size or larger booth at each successive like show; no downsizing will be allowed following the initial booth share/combination unless the companies elect to separate and occupy individual booth spaces. Shared/combined space is subject to minimum booth size requirements as follows, and subject to BICSI’s final approval:

Number of Companies Sharing/Combining Booth Space	Minimum Booth Size
2	10 x 20
3	10 x 30
4	10 x 40 or 20 x 20

Under no circumstances may exhibitors share or combine space without the knowledge and consent of BICSI Conference Management.

#### **New Product Pavilion**

With an approved application and payment to BICSI, exhibitors with a new product or service to launch may participate in BICSI's New Product Pavilion located inside the Exhibit Hall at the 2019 Winter Conference & Exhibition. To learn more about the New Product Pavilion, visit [bicsi.org/winter](http://bicsi.org/winter).

#### **What's New? What's It Do? Pavilion**

With an approved application and payment to BICSI, exhibitors may make a presentation to attendees on a new product or service in BICSI's WNWID Pavilion located inside the Exhibit Hall at the 2019 Fall Conference & Exhibition. To learn more about the WNWID Pavilion, visit [bicsi.org/fall](http://bicsi.org/fall).