

TERMS AND CONDITIONS

ALL EXHIBITING COMPANIES ARE BOUND BY THE FOLLOWING TERMS AND CONDITIONS; PLEASE REVIEW THEM CAREFULLY.

ADOPTION OF UPDATED TERMS AND CONDITIONS

These Terms and Conditions have been updated, effective August 1, 2020, to address the transition to a virtual 2021 National ESEA Conference. Companies purchasing a virtual exhibit booth or sponsorships after this date agree to be bound by these Terms and Conditions. Companies that purchased an exhibit space or sponsorship prior to this date have had their purchase automatically converted to a virtual booth of equal value and agree to be bound by these updated Terms and Conditions. Companies that purchased an exhibit space prior to August 1, 2020 that do not wish to exhibit in a virtual setting may submit a Request for Credit prior to October 13, 2020 to receive a full-value credit toward exhibitor purchases at the next in-person event.

CONFERENCE CONDUCT

The National ESEA Conference is dedicated to providing an inclusive experience for all participants, regardless of race, religion, gender, gender identity and expression, sexual orientation, ability, physical appearance, age or other marginalized affiliation. During the conference, all participants are expected to behave with common courtesy and civility; conduct themselves in a businesslike, ethical and appropriate manner; and avoid engaging in or facilitating any discriminatory or harassing behavior.

VIRTUAL EXHIBIT SPACE ASSIGNMENT

Exhibiting companies select their own virtual exhibit spaces and sponsorships on a first-come, first-served basis. Show Management reserves the right and sole discretion to select the virtual event platform on which to host the virtual Exhibit Hall and alter the virtual Exhibit Hall layout, Exhibit Hall hours, virtual booth spaces and, if necessary, change the virtual event hosting platform at any time in the best interest of the Conference.

ELIGIBILITY

Show Management reserves the right to determine the eligibility of any product or company for inclusion in the virtual Exhibit Hall, and may restrict exhibits with or without cause if Show Management determines the restriction is in the best interest of the Conference. Objectionable persons, items, conduct, printed matter or anything of a nature that Show Management determines detracts from the overall Conference character will be evicted. Exhibitors so restricted will not receive any refunds or reimbursement. Non-exhibiting companies or individuals are not permitted to advertise or solicit business within any Conference related areas or in conjunction with the Conference.

Show Management will provide requirements to virtual Exhibitors that must be met in order to participate including minimum internet speeds, camera, audio and access to specific online meeting platforms. Show Management shall not be responsible for Exhibitors whose participation is adversely affected by Exhibitor internet service or technical limitations on the part of the Exhibitor.

SUBLETTING OF VIRTUAL SPACE

Show Management strictly prohibits the sharing or “co-opting” of exhibit space unless companies share the same parent company, or one company is the subsidiary of the other. A request must be submitted to Show Management for approval prior to conference and proof of affiliation is required. Exhibitors shall not assign, sublet, or share any virtual space allocated to them, nor advertise or display goods other than those manufactured or sold by them in the regular course of their business. Virtual space assigned to the Exhibitor is for their exclusive use.

PAYMENT

All exhibit and sponsorship purchases require full payment to be confirmed. After June 1, 2020, items may be held for a maximum of one 10-day period pending payment; items not paid within the 10-day period will expire and are not eligible for subsequent holds. Items selected on or after January 1, 2021 must be paid in full at the time of selection and are not eligible for a reservation period.

CANCELLATION

Conference participation may only be cancelled by submitting an online Exhibitor Cancellation Form. Telephone cancellations are not accepted. Sponsorships are only available to current Exhibitors. Should an Exhibitor, who is also a sponsor, cancel its exhibit space, its sponsorship will likewise be cancelled.

REFUNDS

All purchases include a 7- day “buyer’s remorse” clause, providing a full refund for any item cancelled within seven calendar days of payment. All exhibitor items, including booths, advertising, and sponsorships are non-refundable and non-transferable outside of the 7-day period.

Exhibiting companies that purchased a booth space and/or sponsorship prior to August 1, 2020 that do not wish to participate in a virtual Exhibit Hall are not eligible for a refund outside the standard 7-day period, but may elect to receive a credit for the full value of the purchase to be used at the next in-person National ESEA Conference. To request a credit, please submit a Credit Request Form prior to October 13, 2020.

EXHIBITOR STAFF REGISTRATIONS

Five complimentary exhibitor staff registrations are provided for each exhibit booth. Complimentary exhibitor registrations provide access to the virtual Exhibit Hall and all Conference Sessions. Exhibitor staff registrations are non-transferable to individuals not directly affiliated with the exhibiting company.

Virtual Exhibitors waive any right to claim for damages against Show Management or the hosting platform for the ejection of any person or persons from the platform by the platform host or Show Management where, in the sole determination of the platform host and/or Show Management, such person or persons have or likely will create a danger to public health and/ or safety or behave in an objectionable manner.

VIRTUAL BOOTH SPACE PREPARATION

It is the sole responsibility of each Exhibitor to manage the content of their virtual Exhibit Booth. Paid in full exhibiting companies will receive unique login credentials to allow Exhibitors to complete the booth setup at least 6 weeks prior to the event. Booth setup includes, but is not limited to:

- Adding company name
- Adding company description
- Adding company logo
- Uploading videos or materials
- Inserting links to outside web pages

All virtual exhibit booths are expected to be fully operational before February 8, 2021. Prior to providing access to virtual booth setup, Show Management will provide supporting documentation and/or guides to assist exhibitors in configuring their virtual exhibit spaces and becoming familiar with the various functions and capabilities, and if necessary will connect exhibitors with the virtual platform vendor to address technical questions. Exhibitors that wish to test their booth or video conference capabilities in advance may schedule a tech check prior to the start of the event (details and appointment spots will be provided). The virtual Exhibit Hall will remain published until April 11, 2021. Materials and/or videos that the Exhibitor does not want to be viewable after the event, should be removed by the Exhibitor.

ACCESS CONTROL

Show Management 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.

ASSOCIATED EXHIBITOR EVENTS

All activities scheduled outside the purchased virtual exhibit area, including meetings, special events, sales presentations, social hours, and/or receptions planned for any Conference attendees must occur outside of Conference hours and must be approved in advance by Show Management. Any such activities not approved and/or conflicting with the Conference schedule, as determined by Show Management, will be in direct violation of these Terms and Conditions.

PLATFORM RULES, REGULATIONS AND REQUIREMENTS

Exhibitors must also agree to all Terms and Conditions of the online platform provider. Exhibitors are responsible for ensuring they are able to meet the minimum recommended system requirements in order to participate in the virtual Exhibit Hall. Recommended minimum requirements are available [here](#).

OPERATION AND CONDUCT

Virtual Exhibitors 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. Virtual Exhibitors may not harass or antagonize another party or attendee, nor interfere with the activities of other virtual Exhibitors. No area of the Conference platform shall be used for any improper, immoral, illegal or objectionable purpose. Show Management reserves the right to limit any or all exhibitor abilities (I.E. video conferencing, chat, direct messaging), and if necessary, eject any person, persons, or companies whose conduct Show Management determines to be objectionable. Complaints about any interfering behavior will be addressed directly by Show Management and may be considered cause for termination of exhibitor participation. The Exhibit Hall is limited to adults only.

VIOLATIONS

Any company that fails to abide by these Terms and Conditions may be dismissed from Conference participation and may jeopardize the exhibiting company's participation in future events. Show Management has the right to enforce all Terms and Conditions at Exhibitor's expense. If Exhibitor defaults in the performance of any Terms or Conditions (inclusive of payment of fees, maintenance of insurance, and compliance with any and all rules and requirements) Show Management, at its option, may immediately terminate exhibitor participation without refund or reimbursement. Upon such termination, Exhibitor's rights and privileges for this event shall terminate, and Show Management shall have the right to take possession of the virtual space occupied by the Exhibitor and to remove all persons and goods, without any liability.

RELEASE OF LIABILITY

Neither the Association of ESEA State Program Administrators, 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.

TERMS AND CONDITIONS AMENDMENTS

Any additional details not specifically covered by the Terms and Conditions contained herein shall be subject to the discretionary decision of Show Management. Any such changes, amendments, or additions shall be binding equally with the other Terms and Conditions contained herein.