

Terms and Conditions for TSEPS Exhibitors/Supporters

1) Application, Registration and Order Confirmation

After Texas Society of Eye Physicians and Surgeons ("TSEPS") has received and approved of an applicant's completed application form, the applicant is registered as an exhibitor/supporter (collectively "exhibitor") at TSEPS's event. By completing the application form, the applicant declares himself or herself familiar with the objective of the event and agrees to exhibit only those products and/or services which come within the scope of the conference. The person signing the application and acceptance of the terms on TSEPS's electronic registration form warrants that he or she is authorized to bind the exhibitor to these Terms and Conditions and to participate as an exhibitor. It is understood that all agreements are subject to review by the TSEPS Executive Council. It is agreed that disapproval of an exhibit by the TSEPS Executive Council will result in termination of the agreement without penalty to either party.

2) Stand Allocation and Excluded Products/Services

In exchange for payment in full for the exhibit(s) contracted by the exhibitor, TSEPS will provide the following for each booth: 6' X 30" tabletop and two chairs. TSEPS is not responsible for shipping, equipment, or setting up of booth. Exhibitors must handle all shipping through the hotel/event venue. Internet and electricity at the booth are to be arranged and paid for by the exhibitor through the hotel/event venue. Exhibitors may provide their own equipment or furnishings as long as they fit within the allotted space. TSEPS reserves the right to allocate booth space to exhibitors. The wishes of the exhibitor are taken into account as much as possible. TSEPS reserves the right to adjust tabletop or exhibit space assignments. TSEPS does not guarantee the number of attendees.

3) Cancellations and Event Modifications

In the event that an exhibitor cancels support or exhibit space, 50 percent of the contracted amount will be refunded to the exhibitor if TSEPS receives written notice of cancellation 90 days prior to the event. After that date, there will be no refund of support payment. All cancellations must be submitted in writing to TSEPS. No-shows are not eligible for refunds. TSEPS reserves the right to resell any booth cancelled by the exhibitor. TSEPS reserves the right to adjust the layout or limit the space allotted to each exhibitor/supporter, postpone the exhibition or transfer it to another site if unforeseen circumstances warrant such action. TSEPS is authorized to cancel the event due to unforeseeable circumstances. In the event of failure or inability to fulfill this contract, or to furnish the space, due to fire, strikes, authority of the law, Act of God, or any other cause or reason, TSEPS agrees to return to the exhibitor/supporter all deposits or other monies paid, and thereupon this agreement shall be deemed canceled by mutual consent, and TSEPS shall be relieved from all responsibility. In the event of cancellation by TSEPS or the organizers, or the exhibitor, no hotel, airline expenses, or actual or compensatory damages shall be reimbursed by TSEPS.

Exhibit fees purchase access to and the opportunity to exhibit at the event, regardless of any sales result, attendance level, lead volume, or business outcome. All contracted exhibitor benefits are deemed fully delivered upon TSEPS's provision of the exhibit space, and exhibit fees are earned in full and non-refundable as of the opening of the event, notwithstanding any refund schedule stated above for pre-event cancellations. Exhibitor irrevocably waives any right to initiate, and agrees not to initiate, any chargeback, payment dispute, or reversal of any exhibit fee through its card issuer, bank, or any third party. Any such action, or any attempt to recover fees for services rendered, constitutes a material breach of these Terms and Conditions.

4) Stand Space and Activities

All stands must be set up and ready at least 30 minutes prior to opening of the event. Exhibitors are required to ensure that the space rented to them is kept clean. Any stand space not occupied will be considered a no-show, and the space will be forfeited by the exhibitor. The forfeited space may be resold or used by TSEPS without obligation for any refund whatsoever, unless arrangements for delayed occupancy have been made. The exhibitor shall not be authorized to share, sub-let, or assign the stand to any other company or to entrust it to other parties in any other way, unless the exhibitor has received prior written approval from TSEPS. Activities at, and operations of, the booth shall be carried out in such a way that no nuisance will be caused to the event or to neighboring booths. In cases to the contrary, TSEPS shall be authorized to exclude the exhibitor from the event. In the event of exclusion, TSEPS will not refund any payments. All exhibition items must be removed from the exhibition area after the closing of the exhibition on the date and time specified by TSEPS. If the exhibitor fails to remove the items by the specified time and date, TSEPS is entitled to, but not required to, remove the items at the exhibitor's own risk and expense. No supportership events outside of approved TSEPS events are allowed at the facility.

5) Limitation of Liability

Neither TSEPS nor the facility assumes responsibility for damage to, loss, or theft of property of the exhibitors, the exhibitors' agents, employees, or invitees. The exhibitor is liable for any damage including loss of or damage to goods caused either by himself or by any of his assistants to the exhibition venue. The exhibitor is also liable for any other damage arising from the exhibitor's failure to supervise the space rented by exhibitor. TSEPS is not responsible for the exhibited property, including but not limited to theft or damage to exhibited property. TSEPS is not responsible for the exhibitor's losses or expenses, nor its indirect losses, including but not limited to loss of profits or loss of goodwill. To the fullest extent legally permissible, exhibitor agrees: (i) it shall be fully responsible for paying for any damage to property owned by the facility, its affiliates, or any of their respective owners or managers that results from any act or omission of exhibitor; (ii) to defend, indemnify and hold harmless, TSEPS and the facility and their respective owners, managers, officers or directors, agents, employees, subsidiaries and affiliates, from any damages or charges resulting from exhibitor's use of the property; and (iii) its liability shall include all losses, costs, damages, or expenses arising from, out of, or because of any accident or bodily injury or other occurrences to any person or persons, including the Exhibitor, its agents, employees, and business invitees.

Exhibitor acknowledges that the exhibit fee is paid solely for access and the opportunity to exhibit, that TSEPS makes no representation or warranty regarding attendance, traffic, leads, or sales, and that no such matter constitutes a defect in, or failure of, the services provided.

6) Insurance

TSEPS will bear no insurance risk on behalf of the exhibitor. Exhibitor confirms that it maintains at least \$1 million in business liability insurance, and that such insurance would cover its operations, actions and losses at the event. Exhibitor represents and warrants that it is adequately insured.

7) Amendment of Terms and Conditions

TSEPS reserves the right to amend these Terms and Conditions at any time. All amendments shall be binding on the exhibitor with the provision that the exhibitor is advised of any such amendment. Any matters not specifically covered herein are subject to decision by TSEPS.

8) Intellectual Property Rights

TSEPS maintains all intellectual property and marketing rights regarding the exhibition and event, including websites, logos, company names, etc.

9) Severability

If one or more provisions of these Terms and Conditions are found invalid this shall not affect the rest of the provisions' validity.

10) Entire Agreement and Discrepancies

These Terms and Conditions and any document referred to herein are the entire agreement between the exhibitor and TSEPS. The Terms and Conditions prevail in case of any discrepancies between these and other agreements between the Parties.

11) Governing Law and Jurisdiction

The Terms and Conditions are subject to Texas law. Any dispute arising in connection with the Terms and Conditions, or the application's acceptance or rejection shall be governed by the laws of Texas, and the parties agree that the jurisdiction and venue for any disputes regarding the event, the Terms and Conditions, or the acceptance or rejection of the application shall be the courts in Travis County, Texas.

In any dispute, chargeback, or other proceeding arising out of or relating to these Terms and Conditions or the exhibit fee the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees.

12) Payment

Applications will be confirmed with the submission of an application and full payment. Any company that submits an application to exhibit but has not paid in full three weeks before the event could lose space to companies on the waiting list. Space will be assigned according to the order in which applications and full payments are received. No space can be assigned without full payment. Companies will not be listed on signage, materials or the website until payment has been received. Payment must be received 30 days before the event to be assured listing in printed materials.

TSEPS reserves the right, in its sole discretion, to require payment by check, ACH, or wire transfer from any exhibitor, and to condition acceptance of any application on receipt of such payment. Any checks should be payable to and mailed to:

TSEPS
111 E. 17th St, Box 12841
Austin, TX 78711

13) Image Capture: By attending and participating in events and activities held during the TSEPS meeting, attendees grant TSEPS (and its employees and agents) permission to capture, retain, and utilize the attendees' image, likeness, voice, and actions, whether captured live or recorded, in any format or medium. Any such images, voices or likeness captured during the conference may be used for display, exhibition, publication, or reproduction in any medium or context for any purpose, including, but not limited to, commercial or promotional purposes, without further notice, authorization, or compensation.

14) ACCME Standards for Commercial Support of Continuing Medical Education

We must ensure the separation of educational activities from promotional activities. Continuing medical education is for scientific and educational purposes only and will not promote any products or services, directly or indirectly.

The exhibitor agrees to adhere to the ACCME Standards for Commercial Support of Continuing Medical Education (SCS) and guidelines, where applicable, from AMA, ACPE, ANCC, PhRMA, and other relevant entities.

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1. SCS 3.9: No other payment shall be given to the director of the activity, planning committee members, teachers or authors, joint supporter, or any others involved with the supported activity.
2. SCS 3.11: Social events or meals at CME activities cannot compete with or take precedence over the educational events.
3. SCS 4.1: Arrangements for commercial exhibits or advertisements cannot influence planning or interfere with the presentation, nor can they be a condition of the provision of commercial support for CME activities.
4. SCS 4.2: Product-promotion material or product-specific advertisement of any type is prohibited in or during CME activities. The juxtaposition of editorial and advertising material on the products or subjects must be avoided. Live (staffed exhibits, presentations) or enduring (printed or electronic advertisements) promotional activities must be kept separate from CME.
5. Promotional material cannot be displayed or distributed in the educational space immediately before, during or after a CME activity.
6. Exhibitors may not engage in sales or promotional activities while in the space or place of the CME activity.

15) Acceptance

Acceptance of these Terms and Conditions on TSEPS's electronic registration form acknowledges exhibitor's receipt of and agreement to abide by the Terms and Conditions.

By accepting these Terms and Conditions, exhibitor further acknowledges and agrees that, upon attending the event and using the exhibit space, it has received the full benefit of all contracted exhibitor services, and that the exhibit fee is fully earned and non-refundable.