

2009 Marketplace Conference Rules and Regulations Section I: All Attendees

1. Agreement to Conditions

Each Attendee, and each Exhibitor for himself and his employees, agrees to abide by these conditions, it being understood and agreed that the sole control of the Marketplace Conference and Exhibition rests with the National Association of Chain Drug Stores (hereinafter called NACDS).

2. Individual Registration

- Exhibit Hall is only open to fully paid Marketplace Conference Registrants.
- The full registration fee for each individual must accompany the completed Registration & Hotel Reservation Form.

3. Exhibitor Registration

- **Exhibitors:** Marketplace is an exhibit-based trade show. All Associate/Supplier participants must reserve an exhibit booth in order to attend. (Exception: Trade Press and Manufacturer's Representative Members associated with a booth).
- *Booth fees* do not include any individual registrations for booth personnel.
- No one under the age of 18 will be allowed on the Exhibit Floor at any time without the expressed permission of NACDS.
- Limitations: In order to equitably accommodate NACDS Associate/Supplier attendees, it may be necessary to limit attendance per exhibiting company.

4. Spouse Registration

Complimentary Spouse registration is available which includes participation in the conference festivities. Spouses desiring to access the Exhibit Hall or assist in booths must purchase a full registration badge.

5. Individual Cancellations and Substitutions DEADLINES

Cancellations: March 13, 2009. Final date that Cancellation Form must be received by NACDS to cancel an attendee's registration.

- Registration fees for cancellations received by March 13, 2009 will be refunded in full (less a \$250 administrative fee per registrant).
- Registration fees for cancellations received after March 13th will not be refunded.
- Registrants who do not attend forfeit the entire fee.

Note: For exhibitors—booth space cancellation must be submitted separately in writing from cancellation of any booth personnel (see Section I, # 6 below).

Substitutions: June 12, 2009. Final date that Substitution Form must be received by NACDS to substitute one company representative for another company representative (from the same company) without penalty.

PROCEDURES

All individual cancellations and substitutions must be **submitted in writing**. **Cancellation and Substitution Forms are available on the web** or by may be requested by phone at (703) 837-4300 Ext. 2 or via email at exhibits@nacds.org.

Web: To access the forms on the web, go to:

- www.nacdsmarketplace.org
- Select "Registration & Exhibit Information."
- Select the "Cancellation Form" or "Substitution Form."

Registration Questions: Please call (703) 837-4300 Ext. 2.

6. Booth Cancellation DEADLINES

March 13, 2009 is the final date that a cancellation letter must be received by NACDS to cancel an exhibitor's booth space should an Exhibitor be unable to use the contracted exhibit space.

- Booth space fees for cancellations received in writing by March 13, 2009 will be refunded in full (less 10% administrative fee).
- Booth space fees for cancellations received after March 13th will not be refunded.
- Exhibitors who fail to attend forfeit the entire booth fee.

Note: For exhibitors—individual registrant cancellations (of booth personnel) must be submitted separately in writing from cancellation of any booth (see Section I, # 5 above).

PROCEDURES

All booth cancellations must be **submitted in writing**. Exhibitors who are unable to occupy and use the contracted exhibit space, should forward a cancellation letter no later than **March 13, 2009** to the NACDS Exhibits Department. Cancellation letters may be faxed to: NACDS Exhibits Dept. at (703) 836-0616.

7. Hotel Room Reservations

RESERVATIONS

Before May 22, 2009 deadline: NACDS is the official housing bureau for the Marketplace Conference and will make all hotel reservations **through May 22, 2009**. To be housed, registrants must:

- Fully pay their conference registration fee.
- Provide Arrival/Departure Dates.
- Furnish complete credit card information.
- *After May 22, 2009 deadline:* NACDS will continue to make reservations based upon hotel availability (Note: Hotels will not accept room reservation requests from individual attendees until after May 23rd). Hotel room rates are guaranteed only until May 22, 2009.

Payment: The credit card provided WILL be charged for the **first and last night's** room rate for **each** reservation. Do not include your hotel room payment with your conference registration fees.

Assignments: Housing assignments will be based on hotel availability. NACDS cannot guarantee the ability to accommodate your hotel preferences.

Confirmations: NACDS does not send hotel confirmations. All hotel room confirmations will be sent directly from the hotel.

Refunds: Refunds will be available for cancellations and changes made **prior to May 22, 2009** only.

- **After May 22, 2009**, no refunds will be given for any hotel cancellations, date changes or no shows. *Room Cancellations, Substitutions and Changes:* Must be made directly with the hotel to which you have been assigned, this includes arrival and departure dates.

Suite Policy:

- **Eligibility:** Suites are reserved for exhibiting companies only and will be assigned by NACDS based on hotel availability.
- **Usage Rules:** Companies using suites may not schedule activities that conflict with any official NACDS function. All attendees must comply with this policy.
- **Reservations:** To inquire about suite availability, please fax your request to: NACDS Marketplace Conference Suite Requests at (703) 684-3969. (Please include your name, phone, fax and email address).

8. Distribution of Printed Matter, etc.

Neither Exhibitors nor Non-Exhibitors shall distribute to conference attendees printed matter, samples, souvenirs, and the like, except from within rented booth space. Special distribution of such material elsewhere, such as room drops, must be approved in advance by NACDS.

9. Conflicting Meeting and Social Events

In the interest of the success of the entire convention and exposition, attendees and exhibitors agree not to extend invitations, call meetings, or otherwise encourage absence of members or exhibitors from the convention or Exhibit Hall during the official hours of the convention and exposition.

10. Policy for Manufacturer Agents, Brokers & Sales & Marketing Companies

Definition:

NACDS defines "manufacturer agents, brokers, and sales and marketing companies" as non full-time employees, individuals and/or entities engaged and remunerated by more than one company to assist/consult in these companies' sales, marketing and/or management efforts. Further, they do not take ownership of, or bill for, any products for resale or operations. The manufacturer of any products displayed or represented by a manufacturer's representative/broker/sales and marketing consultant at any NACDS conference must be a NACDS Member.

A. MANUFACTURER AGENTS POLICY:

NACDS recognizes the important role manufacturer's representatives, brokers and/or non-manufacturing sales and marketing companies provide to both our chain and associate members. Consequently a policy has been adopted which enables those organizations **with 10 or fewer sales/principal associates who do not attend the NACDS Annual Meeting** to participate in the Marketplace or Pharmacy & Technology Conferences without the requirement to become NACDS Members. A special registration fee of \$1,275 is associated with this privilege.

A directory of all manufacturer agents, brokers and non-manufacturing sales and marketing companies (members as well as non-members) will be provided to all first-time exhibitors or other NACDS associate members seeking representation. Be sure your company profile is included in this publication by registering with the membership department or going directly to: www.nacds.org/ManufacturerRep.html.

B. BOOTH REGISTRATION PROCEDURES FOR MANUFACTURER AGENTS:

Restrictions: Manufacturer agents, brokers, and sales and marketing companies who participate under the above guidelines or are members of NACDS may contract for their own booth space and display and sell only those products of manufacturers who are themselves members of NACDS. Under no circumstances may an exhibitor display or market any product manufactured by a company that is not a member of NACDS.

Fees: In addition to the regular booth fees, a fee of \$1,000 for each additional company's products represented in a booth must accompany the Booth Space Application and Manufacturer Agent Forms. The first company's products represented will be at no additional charge. (i.e.—A manufacturer agent displaying 2 companies' products will be charged an additional \$1,000 over and above the booth fee, 3 companies' products will be charged \$2,000 over and above the booth fee, etc.)

SECTION II: Exhibitors Only

11. Booth Space Application and Eligibility

- *Application:* Applications for booth space must be made on the **NACDS Booth Space Application Form** (enclosed or on the web at www.nacdsmarketplace.org "Registration & Exhibit Information"), contain all of the information requested, and be executed by an individual who has authority to act for the applicant (Exhibitor).
- *Eligibility:* Any company whose products or services will enhance this conference may apply for booth space. NACDS reserves the absolute right to reject any application.

12. Booth Payment

A check or credit card payment for the entire exhibit booth fee must accompany each application. Complete information regarding fees is contained in the enclosed Booth Space Application Form.

13. Assignment of Booth Space

- Will be at the sole discretion of NACDS (to include classification of exhibits).
- Is based on product category, size of the booth, historical support of NACDS, historical compliance with the "Rules and Regulations" and the date the Booth Space Application Form is received by NACDS. Once a space has been assigned, exhibitors will not be moved unless NACDS deems it necessary.

14. Booths

Dismantling or packing of exhibits may not begin before 4 p.m. on Wednesday July 1, 2009.

Equipment provided for exhibitors—Standard booth equipment includes:

- Back and sidewall draping (in-line booths only).
- Carpet Sign indicating the booth number.
- Sign indicating company name, if requested in advance through the GES Service Kit.

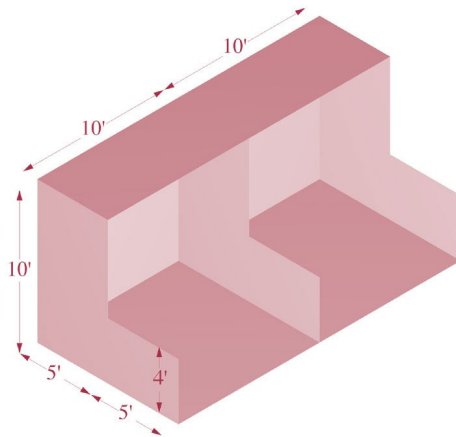
Equipment required of exhibitors:

Exhibitors must provide or purchase carpets to fully cover their booth floor. Other booth equipment (tables, chairs, etc.) and/or services (electrical, phone, etc.) may be contracted through convention services. NACDS reserves the right to require changes, at the exhibitor's expense, if the booth is deemed inappropriate (See Section II, #15).

BOOTH CONSTRUCTION

In Line Booths

- *Height Restrictions:* No part of any display may exceed 10 feet in height. Within the booth, only the back half, or 5 feet, of exhibit space may be occupied from the floor up to 10 feet in height. The front 5 feet of the exhibit space may only be occupied from the floor up to 4 feet in height (see following diagram).
- *Booth Contents:* Freestanding, point-of-sale displays (or any other booth feature) located in the forward 5 feet of the booth (closest to the aisle) that exceed 4 feet in height will be regulated at the discretion of NACDS. It is the intent that they be positioned so as not to obstruct the view into a neighboring booth.



Island Booths

Height: Island booths (20'x20' or larger) have no height restrictions other than the limitations of the facility.

Special Approvals—NACDS approval is required in the following circumstances:

- Two-story/double-decker islands – island booths occupying more than one level.
- Overhead hanging signs – no overhead sign will be permitted to hang from floor to ceiling. The bottom of all overhead signs may not hang any lower than 10' from the floor.

In each of these cases, exhibitors must:

- Submit to NACDS Exhibit Management and GES Exposition Services by May 1, 2009 a detailed engineering diagram of the two-story/ double-decker island configuration (required by Fire Marshal).
- And/or description, dimensions and photo of the overhead hanging sign.

ALL BOOTHS

Aesthetics & Safety: All booths are subject to both safety and aesthetic review. NACDS reserves the right, at its discretion, to require changes at the Exhibitor's expense.

Celebrities—All exhibitors hosting celebrities within their booth must:

- Notify NACDS prior to the conference.
- Register them at the demonstrator rate. (For Demonstrator Registration instruction, please call the Registration Dept. at (703) 837-4300 Ext. 2.)
- In coordination with NACDS, provide security and/or crowd control personnel to ensure their presence does not interfere with traffic flow or access to a neighboring booth.

15. Care, Appearance and Safety of Booth Space

Care:

- The Exhibitor must, at his expense, vacuum, maintain, and keep his exhibit in good order along with the space for which he has contracted for the duration of the show. Booths located on the end of aisles, particularly those using elliptical telescoping backdrops, are required to dress the outside edge such that there appears to be a flush, finished appearance where one space abuts another. In the event that the outside end of a display is unfinished, the decorating company will erect a 3' x 8'-foot drape for a fee.
- During the two hours prior to the opening of the Exhibit Halls, at NACDS's discretion, if it is determined that a booth needs vacuuming and/or visual improvements to conform with show standards, NACDS reserves the right to require changes at the Exhibitor's expense.

Appearance:

No exhibitor shall assemble his booth so that its appearance detracts from the appearance of any neighboring booth (e.g. exposed wiring, unsightly duct tape, uncovered booth framing). In those cases where NACDS determines a violation has occurred, NACDS reserves the right to require changes at the Exhibitor's expense.

Safety:

NACDS reserves the right to require changes to an exhibitor's booth at any time during the show if it is determined that the booth poses a potential safety hazard. In cases posing an extreme safety hazard, NACDS may require the booth to "shut down" until the problem is rectified (e.g. faulty wiring posing fire hazard).

16. Exhibition Insurance

NACDS strongly encourages exhibitors to obtain booth and product insurance. Please reference Section II (#27) in these Rules & Regulations regarding liability.

17. Protection of the Exhibit Facility

Nothing shall be posted, tacked, nailed, screwed, or otherwise attached to columns, walls, floors, or other parts of the hotel or Exhibit Hall without permission of NACDS and the proper building authority. Packing, unpacking, and assembly of exhibits shall be done only in designated areas and in conformity with directions of the Exhibit Manager, the Hotel or Convention Hall Manager, or their assistants. The Fire Marshal requires that nothing be stored behind booths at any time. Product samples and other handout materials must be stored within the Exhibitor's booth or arrangements can be made with the decorator for rental of storage space in an "accessible storage" area. Should it become necessary for NACDS to arrange for the removal of improperly stored materials, appropriate charges will be made to the Exhibitor's account.

18. Security

NACDS provides security throughout the Marketplace Conference Exhibit Hall on a 24-hour basis. However, NACDS does not assume responsibility for any theft. NACDS strongly suggests that all items of value be secured. Booth security and protective storage is available for hire. Details will be provided in the Exhibitor Kit.

19. Exhibit Hall Access

Daily opening of show: Exhibitors only may enter the Exhibit Hall 60 minutes prior to the Retailer Preview on Sunday and 60 minutes prior to scheduled Exhibit Hall hours on Monday & Tuesday. Exhibitors may **not** access the Exhibit Hall during the Retailer Preview on Sunday.

Daily closing of show: All participants must depart the hall within 30 minutes of scheduled closings.

Exhibitors may not visit another exhibitor's booth nor take pictures of another exhibitor's booth unless they are present and have specifically invited you into their booth.

20. Default Occupancy

Any Exhibitor failing to occupy contracted space is not relieved of the obligation to pay for such space at the full rental price, and NACDS shall have the right to use such space as it sees fit, provided such booth space is not occupied by 2:00 p.m. Sunday, June 28, 2009.

21. Access to Displays

NACDS may from time to time promulgate such regulations governing hours of access to the Exhibit Hall and eligibility for admission thereto as may be found in its judgment to be most practical.

22. Conference Personnel

Registration, Appearance and Conduct—All personnel:

- Must be fully registered for the conference.
- May not share badges.
- Must maintain their appearance and conduct themselves in accordance with the high standards of the exhibition and the meeting.
- Agree to limit their business activities during exhibit hours to the NACDS Exhibit Hall.
- **Booth personnel** must confine their activities to the space for which they have contracted.
- **Demonstrators** are expected to comply with the same standards of conduct expected of representatives of the exhibiting company they represent.

Dress Code: Business Casual Attire (long slacks, collared shirts, casual shoes), (no jeans, sneakers, sandals, etc.) is required for entrance to the Exhibit Hall during all Exhibit Hall hours.

Conference Conclusion - Last Day:

- At the conclusion of the conference, exhibiting personnel may exchange product samples only with each others' permission.
- **Demonstrators may accept product samples only from the company employing their services.** Out of courtesy to other exhibitors, exhibiting companies are asked to ensure that any demonstrators employed by their companies do not violate this condition.
- **Donation Bins will be placed in the main cross-aisles on Tuesday afternoon for donations to local charities.** Please place any product or samples that you do not wish to ship back in these bins. If you have a large quantity of product that you would like to donate to charity, please notify GES at the Service Center.

23. Use of Space

Exhibits shall be shown only in the official exhibit area as established by NACDS. Exhibitors and Non-Exhibitors shall not be permitted to display articles, equipment, or information concerning services, nor shall they be permitted to show films or videos of such articles, equipment, or services in private suites or rooms during the conference or convention. Exhibitors shall not permit any other corporation or firm or its representatives to use the space allotted to them, nor shall they display articles not manufactured or sold normally by them. Additionally, all exhibitors must confine their business activities to those spaces for which they have contracted. All products displayed/ marketed at this show must be manufactured by NACDS Members or the appropriate non-member fee must be paid.

Product samples may be freely distributed from within a booth; however, the sale of product samples is strictly forbidden.

IF A COMPLAINT IS BROUGHT TO SHOW MANAGEMENT CONCERNING THESE RULES AND REGULATIONS, INCLUDING NOISE, AUDIO VISUAL EQUIPMENT, ODORS OR DEMONSTRATIONS OF ANY NATURE, NACDS SHOW MANAGEMENT SHALL HAVE THE SOLE DISCRETION TO RENDER A BINDING AND FINAL DECISION REGARDING THE CONTINUATION, CESSATION OR MODIFICATION OF THE ACTIVITY WITHOUT RECOURSE FROM THE EXHIBITOR.

Photographing, filming, and/or videotaping of other exhibitors' booths without their permission is absolutely prohibited.

24. Cancellation or Relocation of Conference or Convention

In the event of cancellation or relocation of any conference or convention, due to circumstances within NACDS' direct control, the liability of NACDS shall be limited to a refund of fees paid to NACDS by the Exhibitor. In the event NACDS has no control over the cancellation or relocation of any conference or convention, NACDS shall have no liability of any kind.

25. NACDS' Right to Remove the Exhibitor's Property

NACDS reserves the right to remove from the hotel or Exhibit Hall premises any or all property of the Exhibitor should the conference or convention be canceled or relocated or should the Exhibitor violate any of the conditions of this agreement. This right may be exercised without prior notice and without hearing.

26. Violations of the Conditions

Any of the following actions by an Exhibitor shall constitute violation of the conditions of this agreement:

- A. Use of display equipment, products, or services that varies in any significant way from the description on the Booth Space Application Form or for which membership or appropriate fees have not been paid.
- B. Violation of any municipal, state, or federal laws, rules, or regulations, including safety codes and union agreements.
- C. Failure to follow the procedures prescribed in these Rules and Regulations.
- D. Failure to remove property from the hotel or Exhibit Hall upon cancellation or relocation of the conference or convention.

27. Liability

- A. NACDS undertakes no duty to exercise care, nor does it assume any responsibility for the protection and safety of the Exhibitor, his officials, agents, or employees; or for the protection of the property of the Exhibitor or his representatives, or of property used in connection with the exhibit, from theft or damage or destruction by fire, accident, or other cause. Small and easily portable articles should be properly secured or removed after exhibition hours and placed in safekeeping by the Exhibitor. Any protection exercised by the Association shall be deemed purely gratuitous on its part and shall in no way be construed to make it liable for any loss or inconvenience suffered by the Exhibitor.
- B. The Exhibitor agrees to indemnify and hold NACDS and its agents harmless from all such claims and from all claims or liability of any nature whatsoever arising from the activities of the Exhibitor or any of his representatives or from the display or use of property of the Exhibitor.

NACDS shall not be liable for any failure to deliver space to an Exhibitor or for the loss of allotted space of an Exhibitor, who has contracted for exhibit space under the terms of this agreement, if non-delivery is due to any of the following causes: destruction of or damage to the building or the exhibit area by fire or act of God; acts of a public enemy; strikes; the authority of the law; or any cause beyond its control. NACDS will, however, in the event it is not able to hold an exhibit for any of the above named causes, reimburse Exhibitors prorata on any rental fee paid, less any and all legitimate expenses incurred by NACDS for advertising, administration, and similar and related costs.

28. Remedies

In the event the Exhibitor violates any of the conditions of this agreement, NACDS reserves an absolute right to invoke either or both of the following remedies, which shall be in addition to, and not in lieu of, any other rights or remedies granted under this agreement or available under general contract law:

- A. NACDS may order the Exhibitor to remove his exhibit and personnel, or have them removed at the exhibitor's expense. In these circumstances, no part of the Exhibitor's fees will be returned.
- B. NACDS may refuse thereafter to enter into any agreement with the same or related Signatory/Exhibitor to lease booth space at future conferences or conventions sponsored by NACDS.

29. Shipping

Exhibit materials shipped in advance of the conference must be sent to GES Exposition Services to arrive on or before June 19, 2009. Materials arriving after June 19th will be charged a premium. Please review the forthcoming exhibitor kit for specific details.

30. Labor Requirements

Exhibitors agree to comply with all union regulations applicable to the convention or conference facility, city and state in which the convention or conference is being held.