

2009 Supply Chain & Logistics Conference

Rules and Regulations

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 Supply Chain & Logistics Conference rests with the National Association of Chain Drug Stores (hereinafter called NACDS).

2. Applications and Eligibility

All non-retailer companies attending the conference are required to purchase space in the Exhibit Hall. Applications for booth space must be made on the Booth Application Form, contain the information requested, and be executed by an individual who has authority to act for the applicant (Exhibitor). Any company whose products or services will enhance this conference may apply for booth space. NACDS reserves the absolute right to reject any application.

3. Spouse Registration

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

4. Assignment of Space

Classification of exhibits and assignment of space will be determined by NACDS. All exhibit booth space will be assigned at the sole discretion of NACDS. Once a space has been assigned by NACDS, no Exhibitor will be moved unless NACDS deems it necessary.

5. Payment

A check or credit card information and authorization for the entire exhibit booth fee must accompany each application. Complete information regarding fees is specified on the Booth Application Form.

6. Exhibition Insurance

NACDS strongly encourages Exhibitors to obtain booth and product insurance. Please reference Section 21 of the Conditions of the Exhibitor's Agreement regarding liability.

7. Booths

Standard booth equipment (8' back and side drape and a company identification sign) will be provided by NACDS without additional cost to the Exhibitor. The Exhibit Hall is carpeted. Additional carpet, if required, may be rented from the decorator at the Exhibitor's expense. No part of any linear booth display may be over 8 feet in height. Island booths may not exceed 20 feet in height. Furniture is available for rent through the GES Service Kit.

8. Care of Exhibit Space

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. During the two hours prior to the opening of the Exhibit Hall, if NACDS determines that a booth needs vacuuming and/or visual improvements to conform with NACDS standards, NACDS reserves the right, at its discretion, to require changes at the Exhibitor's expense.

9. 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 area 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 or the Hotel or Convention Hall Manager, or their assistants.

The Fire Marshall 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.

10. Security

NACDS provides security throughout the Supply Chain & Logistics Conference Exhibit Hall. However, NACDS does not assume responsibility for any theft. NACDS strongly suggests that all items of value be secured and insured. Booth security and protective storage is available for hire. Details will be provided in the Exhibitor Kit.

11. Installation and Dismantling

Installation will take place on Sunday, March 15th, from 4:00 p.m. to 8:00 p.m. All exhibits must be operational by 8:00 p.m. on Sunday, March 15th. After this hour, no installation work will be allowed without special permission from NACDS. All Exhibitors must clear the hall by 8:00 p.m. to allow for final preparation by the exhibit contractor. Space not occupied by this time may be reassigned for other purposes by NACDS. Dismantling will take place on Tuesday, March 17th from 5:00 p.m. to 8:00 p.m. Dismantling or packing of exhibits may not begin before 5:00 p.m. on Tuesday, March 17th. All displays must be ready for removal from the exhibit hall no later than 8:00 p.m. on Tuesday.

12. 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. NACDS shall have the right to use such space as it sees fit, provided such booth space is not occupied by 8:00 p.m. on Sunday, March 15th.

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 practicable.

13. Conference Personnel

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. Additionally, booth personnel must confine their activities to the space for which they have contracted. Exhibitors may not enter another company's booth nor take samples from another company's booth without that company's permission. At the conclusion of the conference, exhibiting personnel may exchange product samples only with each others' permission.

14. Use of Space

- Exhibits shall be shown only in the official exhibit area as established by NACDS. Attendees 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.
- 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.

15. Distribution of Printed Matter, Etc.

Attendees shall not distribute to the conference or convention attendees' printed matter, samples, souvenirs, and the like, except from within rented space. Special distribution of such material elsewhere, such as room drops, must be approved in advance by NACDS.

16. 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.

17. 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.

18. Cancellations & Substitutions

- **Booth Cancellation:** Should the Exhibitor be unable to occupy and use the contracted exhibit space, they should notify NACDS in writing on or before January 23, 2009. All booth fees paid by the Exhibitor, less a 10% fee per booth administrative cost, will be refunded if NACDS receives written notification of cancellation by January 23rd. No refund of any fees will be made if notice of cancellation is not received or if notice of cancellation is received after January 23rd.
- **Individual Cancellation:** Cancellation of individual attendees must be made separately and in writing on or before January 23rd. An individual cancellation form is provided on the Supply Chain & Logistics Web Site.
- **Individual Substitutions:** March 13, 2009 is the final date that the Substitution form must be received by NACDS to substitute one company representative for another company representative (from the same company) without penalty. An individual substitution form is provided on the Supply Chain & Logistics Web Site.

19. 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.

20. Violations of the Conditions

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

- Use of a display of equipment, products, or services which 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.
- Violation of any municipal, state, or federal laws, rules, or regulations, including safety codes and union agreements.
- Failure to follow the procedures prescribed in these Rules & Regulations.
- Failure to remove Exhibitor's property from the hotel or Exhibit Hall upon cancellation or relocation of the conference or convention.

21. Liability

- 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 shall be properly secured or removed after exhibition hours and placed in safekeeping by the Exhibitor. Any protection exercised by NACDS 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.
- 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 its 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 from 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 pro-rata on any rental fee paid, less any and all legitimate expenses incurred by NACDS for advertising, administration, and similar and related cost.

22. 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:

- 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.
- 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.

23. Shipping

Exhibit materials shipped in advance of the conference must be sent to GES Exposition Services to arrive on or before Monday, March 9, 2009. Materials arriving after March 9th will be charged a premium. Please review the forthcoming exhibitor kit for specific details.

24. 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.