



Exhibitor Terms and Conditions

Binding Exhibitor Terms and Conditions

The Exhibitor Application (the "Application") and Confirmation of acceptance of that Application constitute a contract between the Exhibitor and the National Academy of Sciences on behalf of the Transportation Research Board (referred to herein as "TRB"), regarding the Exhibitor's use of a virtual exhibit booth (herein referred to as a "booth") at the TRB 100th Annual Meeting (herein referred to as the "Exposition"), which will be held online, in January, 2021. By applying for a booth, the Exhibitor agrees to be bound by and adhere to all terms outlined in these Terms and Conditions, which are incorporated in the Application as if fully set out therein. Any violation of the Terms and Conditions could subject the Exhibitor to one or more of the following at the discretion of TRB: Loss of priority points for future TRB Annual Meeting booth selection, suspension of future participation privileges, or expulsion from the current Exhibit. In the event of any such actions, Exhibitor acknowledges and agrees that TRB is not liable to Exhibitor for any refunds of booth fees or for any of the Exhibitor's other expenses related to their participation in the Exhibit.

Nature of the Exposition

The TRB Exhibit Program is intended to educate attendees of the TRB Annual Meeting by providing information about products and services of professional interest to those attendees. Booths are limited to organizations and agencies whose exhibits are consistent with the purpose of TRB's Exhibit Program. TRB has the sole right to determine the eligibility of any company or product for inclusion in the Exposition.

Booth Functionality

Exhibitor's booth will include the ability to:

- Customize colors of booth, and to display logo and copy on virtual signs.
- Post a video for viewing by attendees.
- Post PDF documents, available for immediate download by attendees.
- Communicate via chat among all staff and attendees in the booth.
- Receive virtual business cards offered by attendees in the booth.
- Initiate real-time one-on-one video meetings.

Exhibitor Setup

If the Exhibitor books a booth by November 15, 2020, it can begin setting up the booth on December 1, 2020. If it books after November 15, 2020, it can begin setting up approximately one to two weeks after booking. TRB will provide instructions on how to set up the booth. Exhibitor's booth must be set up and ready for viewing by attendees no later than 5:00 PM Eastern Time on January 18, 2021. If Exhibitor fails to set up by that time, TRB reserves the right to remove the Exhibitor's booth from the virtual Exhibit Hall, with no refund to the Exhibitor. Failure to set up a booth does not relieve Exhibitor of its obligation to pay the full rental charge for the booth. For purposes of this paragraph "set up" is defined as uploading content, whether text, video, or file attachment(s), about the Exhibitor and/or its products or services.

Exhibit Hours

Exhibits will be listed as "live" from 11:00 AM to 3:00 PM Eastern Time each day, during the dates of the TRB Annual Meeting sessions, which are January 21-22, 2021, and January 25-29, 2021. During these "live" hours, TRB highly recommends that the Exhibitor have at least one staff registrant in the booth at all times, to answer attendee questions. In addition, beyond the above-mentioned "live" hours, the Exhibitor's booth, and all of its content, will be accessible to meeting registrants on a 24-hour basis for the 30-day period from January 21 through February 19, 2021. Throughout that time, they may view any documents or videos in the booth, and may leave business cards or messages for the Exhibitor.

Exhibitor Registration and Booth Editors

The Exhibitor's booth staff must be registered for the TRB Annual Meeting. The Exhibitor is entitled to:

- Unlimited complimentary Booth Staff Only Exhibitor registrations, which provide access to the virtual exhibit hall.
- Two (2) complimentary Full Access Exhibitor registrations, which provide access to the virtual exhibit hall, all sessions and workshops (except ticketed events), and committee meetings; plus access to the Online Program with full program and abstracts (available in November); and access to session and exhibit content for 30 days, from January 21 through February 19, 2021. *(Additional Full Access Exhibitor registrations can be purchased for \$485 by November 30, or \$585 after November 30.)*
- Unlimited Booth Editors, who are exhibit staff authorized to build, design, and edit the Exhibitor's booth.

Deadline for exhibitor registration is 5:00 PM Eastern Time on January 13, 2021. No refund will be given if Exhibitor has not registered its exhibit staff by this deadline. Each individual must be registered with a unique email. The Exhibitor may request the above-mentioned registrations and Booth Editors via the online Exhibitor Dashboard, which opens in November of 2020. Links to the dashboard will be included in the Exhibit Confirmation email and on the TRB Annual Meeting exhibit website.

Payments

Full payment is due with the Application. Failure to make payments does not release the Exhibitor's contracted or financial obligations.

Cancellation

Any cancellation must be submitted to TRB in writing. If Exhibitor should cancel its booth, Exhibitor shall be liable for the full exhibit fee as liquidated damages.

Sales in the Booth

Exhibitor information and materials must be educational, professional, or instructional. Exhibitor may not use the booth to engage in the sales of goods or services or in the taking of orders or payments.

Giveaways and Drawings

Giveaways are permitted to the extent such giveaways are professional and small in nature. Value shall not exceed \$20 per item. Drawings may be permitted, subject to the prior written approval of TRB. When permitted, there shall be not more than one drawing per day; no charge may be made for entry into the drawing; and the value of prizes given away shall not exceed \$100. Exhibitor shall be responsible for complying with all applicable laws for hosting giveaways and/or drawings, and such giveaways and drawings are void where prohibited.

Exhibitor Responsibility for Professional Conduct

It is the responsibility of the Exhibitor to ensure that all of its representatives are aware of, and adhere to, these Terms and Conditions, and conduct themselves in a professional manner. All representatives of the Exhibitor must be registered for the meeting, in order to be able to interact with participants. Any Exhibitor representatives conducting themselves in a manner not deemed to be professional by TRB staff may be subject to having their registration revoked.

Hyperlinks within Booth

The Exhibitor may include hyperlinks within its booth, to direct attendees to its own websites or virtual events outside of the virtual Annual Meeting environment. However, any such hyperlinks must be formatted to open in a separate window or tab, so as not to force the attendees to exit the virtual Annual Meeting environment.

TRB Logo and Use of TRB Annual Meeting Graphic

Except as indicated in this paragraph, the use of any names and/or logos belonging to TRB is strictly prohibited. The 2021 TRB Annual Meeting graphic (pictured on page 1) is available for use by the Exhibitor, subject to written approval by TRB. Contact exhibitcontracts@spargo.com for artwork, and specify your preferred width, in pixels. A final copy of any item bearing the TRB Annual Meeting graphic must be submitted for approval to exhibitcontracts@spargo.com. The Exhibitor must clearly state on any item bearing the graphic that they are an exhibitor at the TRB Annual Meeting. Any use must not imply or infer that the Exhibitor is representing TRB or that any partnership exists with TRB, or that TRB endorses the Exhibitor and/or its products or services. The graphic may not be altered in any way. The graphic may not be used as a header for a web page, email, or document.

Photography / Recording by Exhibitors

The Exhibitor's employees, representatives, and agents may not photograph, video-record, or audio-record any other exhibit or Annual Meeting events, except with the written permission of the TRB and the representative of any exhibit being photographed/recorded.

Photography / Recording of Exhibitors' Images

The Exhibitor agrees that the voices and likenesses of its employees, representatives, and agents may be photographed or recorded by TRB or its agents for use in any media now known or hereafter devised in perpetuity, and hereby releases TRB from any liability due to such usage.

Chat and Online Presence

The Exhibitor agrees that, whenever its exhibit staff are logged into the virtual TRB Annual Meeting, their names (but not contact information) will be visible to other meeting participants, and that those other participants can send chat messages to the exhibit staff within the virtual meeting environment. The Exhibitor further agrees that any messages that exhibit staff submit via chat during the meeting may be recorded by TRB or its agents for use during the meeting in real-time, and may potentially be viewed by other participants in the meeting, and the Exhibitor hereby releases TRB from any liability due to such usage.

Inappropriate Content

TRB reserves the right to remove content from Exhibitor's booth, if such content is, in TRB's sole judgement, inappropriate to the nature of the TRB exposition.

Americans with Disabilities Act

The Exhibitor shall be solely responsible for complying with the Americans with Disabilities Act (ADA) with regard to its virtual Exhibit space, and shall be responsible for any claims arising out of the acts or omissions of Exhibitor or its employees or agents.

Waiver of Rights

Any rights of TRB under this contract shall not be deemed waived in any manner except as specifically waived in writing and signed by an authorized officer of TRB.

Indemnification

To the extent permissible by law, the Exhibitor shall indemnify and hold harmless National Academy of Sciences, Spargo, Inc., and their respective officers, directors, agents, and employees; from and against any and all liabilities, damages, actions, losses, claims, costs, and expenses (including reasonable attorney's fees) on account of personal injury, death, or damage to or loss of property arising out of or contributed to by any act, omission, negligence, fault, or violation of a law or ordinance by the Exhibitor, its employees, agents, contractors, members, patrons, or invitees. The foregoing shall not apply with respect to any liability, damage, or loss directly and solely caused by the gross negligence or willful misconduct of TRB.

Location of Booth in Virtual Environment

The virtual exhibit hall will be organized into multiple "floors," each with no more than nine booths. TRB retains the exclusive right to determine the "floor" on which Exhibitor's booth will be located, and the position of Exhibitor's booth on that floor.

Music

If the Exhibitor uses music, then the Exhibitor must ensure that licensing fees for such use have been paid to the appropriate agency, i.e., ASCAP or BMI. TRB is not responsible for any licensing fees for music played in Exhibitor's booth.

Subleasing

Exhibitor may not sublet its booth, nor any part thereof, nor exhibit, offer for sale, or advertise articles not manufactured or sold by the exhibiting company, except where such articles are necessary for proper demonstration or operation of the Exhibitor's display, in which case identification shall be limited to the manufacturer's normal regular nameplate. Exhibitor shall not permit representatives of companies other than the Exhibitor's to operate from its booth. Determinations of TRB shall, in all instances, be final with regard to use of exhibit space.

Amendment and Additional Rules

Any matters not specifically covered by the preceding Terms and Conditions shall be subject solely to the decision of TRB. At any time, TRB may amend or add to these Terms and Conditions, and all such amendments and/or additions shall be binding on the Exhibitor.

Updated 10/23/2020