

## Terms & Conditions

Last Updated on May 25, 2018

By submitting an order form (“Order Form”) to sponsor or exhibit at an HTNG Illinois (“HTNG”) conference or event (“Event”), the sponsor or exhibitor (“Member”) agrees to the following terms and conditions (“Agreement”).

Member has applied to HTNG for one or more of the following items (“Participation Items”) as indicated on the Order Form:

- Sponsorship of the Event (“Sponsorship”), under one or more of several sponsorship packages that HTNG has publicized and described on its website.
- Exhibit at the Event (“Exhibit”).

Upon confirmation by HTNG of its acceptance of the Order Form and of one or more Participation Items, HTNG agrees to provide the Participation Items substantially as described on its website and in the Sponsor and Exhibitor Guide. Member agrees to pay HTNG the applicable fees as described in the Order Form.

This Agreement shall be governed and construed in accordance with the laws of the State of Illinois, excluding that State’s choice-of-law principles, and all claims relating to or arising out of this Agreement, or the breach thereof, whether sounding in contract, tort or otherwise, shall likewise be governed by the laws of Illinois, excluding that State’s choice-of-law principles.

Member and HTNG also agree as follows:

1. To ensure that communications between Member and HTNG regarding the Event reach the right person, both parties agree that advance HTNG communications will be sent by email addressed to the primary contact and the onsite communications with the onsite contact designated in the Order Form (together, the “Designated Contacts”). Member may request a change to Designated Contacts by a request in writing to HTNG. Member’s communications to HTNG may be sent by email to [events@htng.org](mailto:events@htng.org). Electronic communications shall be deemed received based on the time recorded in email. Member and HTNG are each responsible for ensuring that email messages are not blocked, filtered or lost after receipt by their respective mail servers but prior to delivery to the addressee.

2. Member will provide HTNG, as soon as possible but not later than one month before the start of the Event with a digital copy of its logo or logos in vector graphics format, together with any applicable usage guidelines. Member agrees that HTNG may use said logo or logos for the purpose of publicizing Member’s participation in the Event, in a manner that is consistent with customary practices followed by industry events similar to the Event. HTNG agrees to comply with usage guidelines provided by Member, with the following limitations:

a) If Member’s logo usage guidelines reasonably prevent HTNG from using the logo consistently in any or all Event-related materials, HTNG will give Member the option to waive all or part of the guidelines to permit the consistent use of the logo, to substitute the company name in a standard block text font, or to omit the company’s name entirely. If waiver or instructions to omit are not received by HTNG from Member in time to reasonably meet production deadlines, then Member agrees that HTNG may use Member’s company name in block text in place of its logo.

b) If Member’s logo usage guidelines require pre-approval of actual copy by Member, then Member agrees to respond to HTNG’s request for approval within the stated time frame (but not less than one business day), with either (a) approval, or (b) specific

issues that have caused disapproval. If Member fails to respond in one of these two ways within the time limit, then Member agrees that HTNG may assume approval.

3. Member agrees to pay HTNG's invoice for confirmed Participation Items within 30 days. Payment is deemed to be received upon (a) receipt of a wire transfer by HTNG's bank; (b) processing of an authorized bank card payment by HTNG; or (c) receipt of a US dollar check by HTNG. After the due date, HTNG may, in its sole discretion, cancel any or all Participation Items entirely, and/or drop specific benefits, such as listing in printed materials, based on production deadlines. Member will remain obligated to pay for any Participation Items that HTNG does not elect to cancel. Amounts unpaid after the due date will be subject to a 1.5% monthly finance charge, or the maximum amount permitted by law, whichever is less.

4. HTNG'S LIABILITY FOR FAILING TO DELIVER THE BENEFITS DESCRIBED ON ITS WEBSITE OR IN THIS AGREEMENT FOR EACH PARTICIPATION ITEM SHALL IN NO CASE EXCEED THE AMOUNT PAID BY MEMBER WITH RESPECT TO EACH PARTICIPATION ITEM.

5. Participation Items are available to HTNG Platinum, Corporate Industry Partner and Association Partner members in good standing only. This Agreement is subject to cancellation if Member's membership dues are not paid and current through the dates of the Event as of one month prior to the Event, or if membership is suspended for cause. Platinum Members of HTNG taking advantage of the reduced rates and priorities, and whose renewal dates occur prior to the Event date, may not downgrade to lower membership levels. If a Participation Item is cancelled under this paragraph, Member understands that it will be too late for HTNG to resell the Participation Item, and no refund will be due to Member.

6. Member understands that it has no right to cancel any Participation Items.

7. In the event that Member's HTNG membership is held in the name of an affiliated company rather than in its own name, Member agrees that in the event the affiliated company does not pay any renewal dues as required by the preceding two paragraphs, that Member will be obligated to pay the amount of the renewal.

8. HTNG seeks to provide a "level playing field" for all similarly situated Industry Partner members. All priorities and rules will be applied as fairly as possible. HTNG may be unable to honor requests for exceptions to rules if it believes there is a reasonable likelihood that another member would object to such exceptions based on perceptions of favoritism. HTNG may, however, in its sole discretion, make reasonable exceptions to rules, priorities and procedures, in order to remedy situations in which a member acting in good faith was or would be unfairly disadvantaged by acts or events not within its control, either at the Event or at another similar HTNG event in the past.

9. Member understands that HTNG may discount Sponsorships or Exhibits at any time in order to sell unsold inventory and that Member may not be eligible for the same discounted price. HTNG may also hold Exhibits for sale exclusively with select Sponsorships. Members who opt into an annual sponsorship purchase shall receive priority on sponsorship selection.

10. Member agrees to use included or purchased Event registrations (excluding hotelier guest registrations) only for employees of Member or affiliated companies covered by the same membership (normally this means companies under common control with Member), or for others whom HTNG has explicitly approved. Approval will normally be granted only if the individual is (a)

employed by a regional distributor that represents the company's products or services within the region; (b) is a contractor of Member who has no conflict that could reasonably be expected to cause the individual to represent the interests of any company that is not an HTNG member; or (c) is covered by another active HTNG membership. Member agrees to provide written evidence of employment, contracting, or distribution relationship upon request, and agrees that in the event an individual attends the event after Member has misrepresented the relationship, that Member will be liable for annual membership dues for each company so misrepresented, and the cost of a regular, at-the-door event registration for each person so misrepresented; and furthermore that the registrations purchased with the sponsorship or exhibit, but not used by eligible persons, will be forfeited.

11. In the event that the Event is cancelled, Member shall be entitled to a full refund of all fees paid under these Terms and Conditions within thirty (30) days of such cancellation.

12. Members may not schedule events that compete with HTNG events, including any portion of this Event. If Member wishes to schedule a party, reception, entertainment or other event during this Event, Member agrees to do so outside the hours during which this Event is holding any meeting or function that is part of the program, including evening receptions and meals. Specifically, Member agrees that it will not solicit any individuals or companies who are registered for any HTNG events, to attend any non-HTNG event that is scheduled concurrently with any HTNG session at the event, and within 50 miles of the event venue, without the advance written permission of HTNG. Members agree that monetary damages alone may not be sufficient to compensate HTNG for the impact of competing events, and further agree that HTNG shall be entitled to injunctive relief to prevent such competing events from proceeding.

13. Member agrees that photographs taken during the Event of sponsors, Exhibits and Member's employees may be used by HTNG for HTNG marketing purposes.

14. Member agrees to abide by the policies and procedures stated in the Sponsor and Exhibitor Guide, which is available on the HTNG website.

15. The following terms apply to Exhibitors only c) Member may use reasonable signage, electronic displays, etc.

d) Member assumes responsibility and agrees to indemnify and defend HTNG and the conference hotel and their respective employees and agents against any claims or expenses arising out of Member's use of the exhibition premises.

e) Member acknowledges that any security arrangements made by HTNG or the hotel are provided as a courtesy only, and Member agrees that any reliance it places on said arrangements is at its own risk. Member acknowledges that HTNG does not maintain insurance covering Member's property and that it is the sole responsibility of Member to obtain business interruption and property damage insurance insuring any losses by Member. Member understands that neither hotel nor HTNG assume any responsibility whatsoever for displays, exhibits and/or decorations brought into the hotel by Member, including, but not limited to, claims of personal injury or property damage related to the displays, exhibits and/or decorations.

f) Member agrees that any violation of the rules in this section that is not immediately corrected on request will result in removal of Member's materials from the exhibit hall, and forfeiture of rights to exhibit without refund.

g) Member agrees to comply with all fire regulations relating to its exhibit.

h) You agree to indemnify HTNG and conference hotel for any damage caused to any hotel property as a result of drayage related to your exhibit, whether caused by you, your agents, employees, contractors or agents.

