

NACDS Regional Chain Conference Rules and Regulations

1. Agreement to Conditions

Each Attendee, and each Strategic Partner, and their employees, agrees to abide by these conditions, it being understood and agreed that the sole control of the Regional Chain Conference rests with the National Association of Chain Drug Stores (hereinafter called NACDS.)

A. Health & Safety

NACDS reserves the right to alter the following rules based on any changes in requirements concerning attendee and staff health and safe social distancing practices. Any such changes will be communicated to registered attendees, Strategic Partners and Sponsor contacts by email.

2. Applications and Eligibility

All non-retailer companies attending the conference are required to register as a Strategic Partner. Strategic Partners are based upon NACDS invitations and are limited at NACDS' discretion. Invited Strategic Partners must complete and submit the Strategic Partner Agreement.

3. Spouse Registration

Complimentary Spouse registration is available, which includes participation in the Welcome Reception, NACDS Networking Reception and the Sunset Party. Spouses desiring to access the General Sessions or assist in the One-to-One Business Conferences must purchase a full registration badge.

4. Assignment of Space

Classification and assignment of space will be determined by NACDS. All business conference space will be assigned at the sole discretion of NACDS. Once a space has been assigned by NACDS, no Strategic Partner will be moved unless NACDS deems it necessary.

5. Payment

Payment for the Strategic Partner participation fee is due upon receipt of signed Agreement. Partnership may be subject to cancellation for payment not received within 14 days.

6. One-to-One Business Conference Space

Strategic Partners are assigned one space, complete with drape, table, chairs, and a company name sign with space assignment. There are no exhibits permitted in the business conference spaces except for easy to set-up banner stands and pop-up displays. Any items used for display or handout must be hand carried to the assigned space by the attendee and must be able to be set up easily. "Pop-up" backwall displays (if applicable) may not be larger than eight feet wide and eight feet high. Business conference spaces are only accessible **Tuesday, January 25, 2022**, from 11:30 a.m. to 5:30 p.m., subject to completion of the ballroom set-up process. Electricity is neither provided nor officially made available by NACDS.

7. Protection of Facility

Nothing shall be posted, tacked, nailed, screwed, or otherwise attached to columns, walls, floors, or other parts of the hotel without permission of NACDS and the proper building authority.

8. Security

NACDS does not assume responsibility for any theft. NACDS strongly suggests that all items of value be secured and insured.

9. 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 meeting.

10. Use of Space

- One-to-One Business Conferences will only take place in the official area as published 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.
- Strategic Partners shall not permit any other corporation, firm, or its representatives to use the space allocated to them, nor shall they display articles not manufactured or sold normally by them.
- Product samples may be freely distributed from within the assigned space; however, the sale of product samples is 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 strategic partner.

11. Distribution of Printed Matter, Etc.

Strategic Partners shall not distribute to the conference attendees printed matter, samples, souvenirs, and the like, except from within assigned space. Special distribution of such material elsewhere, such as room drops, must be approved in writing in advance by NACDS.

12. Conflicting Meeting and Social Events

In the interest of the success of the entire conference, attendees agree not to extend invitations, call meetings, or otherwise encourage absence of members from the business conference area during the official hours of all scheduled NACDS activities including conference sessions, the One-to-One Business Conferences, and networking functions.

13. Cancellation or Relocation of Conference

In the event of cancellation or relocation of any conference, due to circumstances within NACDS' direct control, the liability of NACDS shall be limited to a refund of fees paid to NACDS by the Strategic Partner subject to liability as specified in Section 17 of these Rules & Regulations. In the event NACDS has no control over the cancellation or relocation of any conference, NACDS shall have no liability of any kind.

14. Cancellations & Substitutions

- **Strategic Partner Cancellation:**

December 3, 2021 is the final date that a cancellation letter must be received by NACDS to cancel a Strategic Partner's participation. Strategic Partnership fees for cancellations received in writing by **December 3, 2021** will be refunded in full (less a 10% administrative fee). Partnership fees for cancellations received after **December 3, 2021** will not be refunded. Strategic Partners who fail to attend forfeit the entire partnership fee.

- **Individual Cancellation:**

Cancellation of individual attendees must be made separately and in writing on or before **December 21, 2021**. Individual registration fees for cancellations received in writing by **December 21, 2021** will be refunded in full (less a \$250 administrative fee). Individual registration fees for cancellations received after **December 21, 2021** will not be refunded. An individual cancellation form is provided on the Regional Chain Conference website.

- **Individual Substitutions:**

January 21, 2022 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 Regional Chain Conference website. NACDS will apply the registration fee from the prior registrant to the new registrant. It is the new registrant's responsibility to make any necessary accounting updates/changes to reflect the substitution with their company.

15. NACDS' Right to Remove Property

NACDS reserves the right to remove from the hotel premises any or all property of the Strategic Partner, should the conference be cancelled or relocated or should the Strategic Partner violate any of the conditions of this agreement. This right may be exercised without prior notice and without hearing.

16. Violations of the Conditions

Any of the following actions by a Strategic Partner shall constitute violation of the conditions of this agreement:

- 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 Strategic Partner's property from the hotel upon cancellation or relocation of the conference.

17. Liability

- NACDS undertakes no duty to exercise care, nor does it assume any responsibility for the protection and safety of the Strategic Partner, their officials, agents or employees; or for the protection of the property of the Strategic Partner or their representatives, or of property used in connection with the conference, from theft or damage or destruction by fire, accident, or other cause. Small and easily portable articles shall be properly secured or remain with the attendee at all times. 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 Strategic Partner.
- The Strategic Partner 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 activities of the Strategic Partner or any of its representatives or from the display or use of property of the Strategic Partner.
- NACDS shall not be liable for any failure to deliver space to a Strategic Partner or from the loss of allocated space of a Strategic Partner, who has contracted for 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 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 the conference for any of the above-named causes, reimburse pro-rata on any rental fee paid, less any and all legitimate expenses incurred by NACDS for advertising, administration, and similar and related costs.

18. Remedies

In the event the Strategic Partner violates any of the conditions of this agreement, NACDS reserves 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 Strategic Partner to remove their property and personnel or have them removed at their expense. In these circumstances, no part of the Strategic Partner's fees will be returned.
- NACDS may refuse thereafter to enter into any agreement with the same or related Signatory to lease space at future conferences or conventions sponsored by NACDS.

19. Shipping

Attendees wishing to ship any materials in advance must do so directly to the hotel at which they are staying. NACDS will not accept any shipments on behalf of a Strategic Partner, nor will any packages, supplies, samples, etc. be allowed to be stored neither by the Strategic Partner at their leased space nor by NACDS. NACDS does not accept any liability for items shipped to the hotel by the Strategic Partner that may be damaged, lost or stolen.