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## 2023 Exhibitor Terms and Conditions

These terms and conditions (the “**Terms & Conditions**”) are a binding contract between the Exhibitor (defined below) and the Association of Administrative Professionals (“**AAP**”) and govern the Exhibitor’s participation in the AdminsRise 2023 Conference (“**Conference**”).

If you are an Exhibitor, then by submitting an Exhibitor Application Form and payment you signify your agreement to be bound by the most current version of these Terms & Conditions. If the Exhibitor does not agree to these Terms & Conditions, then the Exhibitor may not submit an Exhibitor Application form nor participate in the Conference as an Exhibitor.

**Last updated: January 11, 2023**

### 1. Key Definitions:

In these Terms & Conditions, the following capitalized words have the following meanings and other capitalized words have the meanings set out elsewhere herein:

- a. “**Attendee**” means the attendees of the Conference;
- b. “**Booth**” means the exhibit space designated by AAP for use by the Exhibitor;
- c. “**Exhibitor**” means the person (including an entity or organization) identified in an Exhibitor Application form as “Exhibitor”;
- d. “**Exhibitor Hall**” means the designated portion of the Venue reserved for exhibit booth display;
- e. “**Representatives**” means directors, officers, partners, shareholders, employees, contract workers, agents, affiliates, licensors and other personnel and representatives of the Exhibitor;
- f. “**Conference Management**” means the AAP representatives managing the Conference;
- g. “**Website**” means the internet website accessible using the domain name <https://canadianadmin.ca/> and/or <https://www.adminsrise.com/>;
- h. “**Venue**” means such portion of the Westin Harbour Castle designated by AAP as forming the premises for the Conference and as made available to Attendees, Representatives and Exhibitors, as applicable.

### 2. Character of the Conference

The Exhibitor acknowledges that AAP operates the Conference with the aim of creating an event-space that fosters information-sharing, dialogue, and collaboration across the administrative profession and with partners and stakeholder groups in a safe, open, non-threatening and non-violent environment and atmosphere (the “**Character of the Conference**”). To cultivate and maintain the Character of the Conference, AAP reserves the right to take such action as it deems necessary, reasonable and/or in the best interest of the Conference to preserve the Character of the Conference, including, without limitation:

- a. the right to determine the eligibility of any company, product, or service to attend and/or be displayed or exhibited at the Conference; and
- b. the right to restrict, limit, prohibit or evict any Exhibitor, Representative, Attendee, person(s), product, exhibit, demonstration, or activity which:
  - i. detracts from or disrupts the Character of the Conference;
  - ii. causes any nuisance, disruption, barrier or distraction to the Conference and its Attendees, Exhibitors, and sponsors; or
  - iii. violates the Terms & Conditions, including without limitation.



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In the event AAP takes any of the above actions with the intent of preserving the Character of the Conference, AAP shall not be liable to the Exhibitor, its Representatives, or any Attendee for any exhibitor, membership, attendee or other fees, expenses or costs whatsoever incurred by the Exhibitor, its Representatives, or any associated Attendees.

Violation of these Terms & Conditions may result in AAP removing the Exhibitor from the Conference and/or immediately canceling the Exhibitor's Booth without any recourse by the Exhibitor, its Representatives and/or associated Attendees to AAP for any fees, costs and expenses. AAP may further disqualify the Exhibitor from participating at future conferences and events hosted by AAP.

**3. Subletting or Reselling of Exhibit Space(s):**

- a. Subletting or reselling of the Booth is prohibited. The Exhibitor must occupy the Booth, be figured prominently at all times and be responsible for the safe operation of the Booth in compliance with these Terms & Conditions and applicable law.
- b. Exhibitors may contact AAP to apply for an official name change if they wish to change their name on file.
- c. AAP only permits one listing per Booth.
- d. Exhibitors are not permitted to apply on behalf of another person or organization or otherwise disguise the beneficial operator of the Booth.

**4. Booth Availability and Eligibility:**

Booths are assigned on a first-come, first-served basis (subject to availability). AAP reserves the right to alter the assigned Booth or any part thereof if it is deemed necessary in the best interest of the Conference and the Exhibitor agrees to provide commercially reasonable assistance with the same if required by AAP during the Conference.

AAP reserves the right to reject applications by a prospective Exhibitor for a Booth for any reason whatsoever if AAP determines the rejection is in the best interest of the Conference, including, without limitation, in order to maintain the Character of the Conference.

Relocation requests may be made in writing to AAP and are processed in priority sequence based on the date and time the completed Exhibitor Application form is received. AAP will utilize commercially reasonable efforts to accommodate requests from Exhibitors for their preferred location amongst the available booth space.

**5. Exhibitors Listing:**

AAP reserves the right to place the Exhibitors in the Exhibitor listing in any order AAP deems appropriate (e.g., AAP is not responsible if competing company's name/logos are side-by-side during an Attendee sort of the Exhibitor list).

**6. Payment Terms:**

- a. Exhibitor Application forms must be accompanied by payment information and will be processed upon receipt. Credit card is the official payment method. If you are unable to pay by credit card, please contact Julie Lemoine, National Director Treasurer at [aap.national.treasurer@canadianadmin.ca](mailto:aap.national.treasurer@canadianadmin.ca) for an alternative payment method. For greater clarity, the Exhibitor's obligation to pay fees to AAP for the full rental fee plus applicable taxes survives termination of these Terms & Conditions subject to Section 7 (Cancellations) below.



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- b. AAP does not process Exhibitor booth rental fees until all relevant paperwork is submitted. Booths are assigned on first-come first-served basis and missing paperwork may result in loss of available exhibit space.
7. **Exhibitor Requested Cancellations:** All cancellation requests must be executed in writing by the Exhibitor and delivered to AAP. Administrative fees will be levied for cancellations and are based on the date the cancellation request is received. See below for the cancellation fee schedule. All booth spaces that are cancelled at the request of the Exhibitor will be reassigned and/or resold. Cancellation fee schedule:
  - o Up to and April 15<sup>th</sup>: 75% refund
  - o April 16 – 30<sup>th</sup>: 50% refund
  - o After April 30<sup>th</sup>: Exhibitors are responsible for the full rental fee plus applicable taxes
8. **Display and Exhibits:** Exhibits must be appropriately finished on all sides and surfaces. If such surfaces remain unfinished at the start of the Conference, AAP may authorize the venue to apply the necessary finishing at the Exhibitor's sole cost and expense.
9. **Show Hours and Staffing:** AAP has the right to alter the Conference dates and hours of the Exhibition Hall in its sole discretion. Exhibitors must set up and staff their booth for the duration of the show.
10. **Installation, show and removal of exhibits:** The Exhibitor agrees to abide by the hours and dates specified by AAP for set up and removal of exhibits at the Venue. Packing of exhibits prior to the close of the show is prohibited unless approved by AAP prior to the event. Exhibitors shall be liable for all storage and handling charges or failure to remove exhibits by specified times and dates. The Exhibitor shall comply with all health and safety rules and regulations prescribed by AAP or any governmental entity applicable to the Venue while installing and removing the Exhibitor's exhibits and property.
11. **Personal Information:** Exhibitors that collect Attendee information may only use such information for internal purposes, provided that such use is in compliance with applicable law, and may not share, sell or otherwise transfer the collected information to any third-party, including without limitations any non-Attendees of the Conference. The Exhibitor must abide by any applicable anti-spam and privacy legislation governing the use of any collected information and shall indemnify, defend and save harmless AAP in connection with any claims, losses, suits, demands or judgements related to any breach thereof by the Exhibitor.
12. **Intellectual Property:**
  - a. The Exhibitor will ensure that it is not infringing or misappropriating any trademarks, copyright or other intellectual property at its Booth or otherwise in connection with the Conference.
  - b. The Exhibitor will obtain the appropriate licenses to display or otherwise use any trademark, copyrighted material, or other intellectual property in connection with the Booth, including, without limitation, obtaining the appropriate music licenses from Entandem ([www.entandemlicensing.com](http://www.entandemlicensing.com)).
  - c. The Exhibitor is prohibited from utilizing or incorporating live music into its exhibit or other promotional activities at the Booth.
13. **Security:**
  - a. AAP shall not be liable for any loss, theft or damage to the Exhibitors' Booth, property or materials, whether in transit to and from the Exhibit space or within the confines of Exhibit space.
  - b. All property of the Exhibitor remains at the risk of and under custody and control of the Exhibitor, in transit to and from or within the confines of the Exhibit Hall. AAP does not accept liability for any

loss or damage to the Exhibitors' Booth. The Exhibitor shall exercise all ordinary and usual precautions necessary to maintain custody and control of its property and materials.

**14. Damage to Property:**

- a. Any damage or injury to persons or property caused by the Exhibitor or its Representatives or by any other person for whom the Exhibitor is responsible at law, shall be the responsibility of the Exhibitor to repair, restore and/or compensation for such injury or damage. For greater certainty, the foregoing applies to damage or injury caused to any Attendees, other exhibitors, the operator of the Venue, AAP, Show Management any vendor, contractor or supplier of the Venue or any other person.
- b. The Exhibitor is not permitted to paint, tape, nail, screw, drill, or tack anything to the walls, columns, floor or ceiling of the Venue, adjoining displays or the official contractor's display materials. The Exhibitor shall be liable for all costs and expenses required to rectify any actions taken to the contrary.

**15. Insurance:**

The Exhibitor acknowledges that AAP does not maintain insurance covering the Exhibitor's property and that it is the sole responsibility of the Exhibitor to obtain business insurance covering such losses by the Exhibitor.

**16. Competitive Events:**

Competitive events hosted by the Exhibitor which distract from the Conference are prohibited.

**17. Sales Promotions and Draws:**

Prize draws conducted by the Exhibitor must be free of obligation on the part of the winner, must take place within the Exhibitor's Booth and shall be conducted in accordance with all applicable laws and regulations, including all provincial lottery and gaming laws and regulations. Only prize draws conducted by AAP may take place outside of a booth or the Exhibit space. Public announcements will not be made on the Exhibitor's behalf and no area of the Venue will be provided or made available to the Exhibitor to post prize winners' names. Hazardous, disruptive and/or nuisance-causing giveaways are prohibited. In cases where audio visual equipment is used, the sound and visual effects must be subdued to such an extent as to ensure limited effect on neighbouring exhibitors. AAP will not review any prize draws or other promotional activities of the Exhibitor for compliance with applicable laws and regulations, provided that AAP reserves the right to remove the Exhibitor and terminate these Terms & Conditions in the event it becomes aware that the Exhibitor is operating a prize draw that is contrary to applicable laws and regulations. It is the Exhibitor's responsibility to make sure they operate in compliance with all applicable laws, rules and regulations. Any violations of applicable laws and regulations will be at the sole responsibility of the Exhibitor, and the Exhibitor hereby agrees to indemnify, defend, and save harmless AAP from any losses, suits, claims, fees, costs or expenses arising as a result of the Exhibitor's failure to comply with applicable laws and regulations governing the operation of gaming and lottery operations.

**18. Exhibitor Registration:**

All Exhibitors and Exhibitor personnel must complete a registration form with AAP to be granted access to the Conference. AAP reserves the right to limit the number of Exhibitor personnel to two Representatives per one Booth. Exhibitor will ensure that all of Exhibitor's Representatives always comply with these Terms & Conditions and all applicable laws and regulations.



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#### **19. Competing Exhibitors:**

It is the Exhibitor's responsibility to notify AAP of competing Exhibitors that they wish to be separated from in the exhibit area. AAP will use commercially reasonable efforts to accommodate requests made by the Exhibitor.

#### **20. Exhibitor conduct, distribution and soliciting:**

- a. Demonstrations, ceremonies, posters/signs, literature, and other materials distributed by Exhibitors must be confined to the booth immediate area. Any literature distributed outside of the Exhibitor's assigned booth space, in public areas, will be removed and discarded immediately. Exhibitors are prohibited from soliciting in areas away from the exhibits or in another Exhibitor's booth.
- b. AAP has the right to restrict or evict any Exhibitor that, in the opinion of AAP, is a disturbance to neighbouring exhibits as a result of such Exhibitor's abusive, oppressive or otherwise unfair conduct, including, without limitation, soliciting outside the Exhibitor's Booth, distributing promotional materials in a neighbour's booth, creating excess noise or disruption, or engaging in personal conduct which is violent, threatening or off-side the Character of the Conference.
- c. All events the Exhibitor wishes to conduct in the Exhibit Hall must be approved by AAP in writing.
- d. The Exhibitor is prohibited from utilizing the Booth to solicit Attendees to attend any other events that are away from or outside the Venue, operate during the same hours as the Conference and are not affiliated with the Conference.
- e. The Exhibitor and its Representatives must abide by the AdminsRise Exhibitor Terms and Conditions.
- f. Any Exhibitor found to be misrepresenting themselves, their affiliates, or their products and/or services will be removed from the Conference at AAP's sole discretion.

#### **21. Fire Department regulations:**

Display and packing materials must be flame-retardant. Electrical equipment must be set up in a manner to comply with approved safety standards and must be wired by a licensed electrician. The Exhibitor is required to review and abide by local Fire Regulations.

#### **22. Personal Protective Equipment:**

The Exhibitor acknowledges that as a result of the Covid-19 Pandemic (defined below), AAP may implement additional PPE requirements and other health and safety measures in order to protect its staff and all participants at the Conference from the spread of Covid- 19. The Exhibitor agrees to abide by such additional health and safety obligations that may be in effect at the time of the Conference and acknowledges that the failure to abide by these additional PPE and health and safety measures constitutes cause for the Exhibitor's removal by AAP without any recourse to AAP by the Exhibitor for reimbursement of any costs or fees incurred by the Exhibitor in connection with the Conference.

#### **23. Smoking:**

Smoking or vaporizing is not permitted on-site.

#### **24. Trademarks and Feedback:**

- a. Feedback: If Exhibitor or any of Exhibitor's Representatives gives to AAP or any of AAP's Representatives any feedback (including ideas or suggestions for enhancements or improvements) about the Conference, then AAP and its licensors and their respective successors, assigns and licensees may use and commercialize the feedback without providing any compensation or acknowledgement to the Exhibitor or any other person. For greater certainty, the Exhibitor and Exhibitor's Representatives will not include in feedback to AAP any information that is confidential or proprietary to Exhibitor or any other person.



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- b. Trademarks: AAP logo and other related marks displayed on AAP's Website are registered or unregistered Trademarks owned by AAP or used under license by AAP. Exhibitor does not have and will not acquire any license or right to use any of AAP's Trademarks for use during the Conference or otherwise. "Trademark" includes a service mark, logo and any other sign or symbol protected under law. Upon submitting its exhibitor application to AAP, the Exhibitor grants AAP a limited right to use its Trademark and logo for use in any Conference material and program guides. Reservation of Rights: All rights not expressly granted by a party under these Terms & Conditions are reserved by the party.

#### **25. Liability and Restriction:**

The Exhibitor shall indemnify, defend and hold harmless AAP, its officers, directors, employees, agents and suppliers from and against any and all claims, demands, causes of action and costs, including legal fees for damages of any kind whatsoever ("Claims"), including without limitation, any Claims arising out of, related to or in connection with (a) any action or omission of any nature by AAP, including AAP's failure to hold the Conference as scheduled; (b) any damages to property and injury or death to persons, caused by, arising from or connected with the Exhibitor's occupancy or use of the Booth or any act or omission on the part of the Exhibitor, its employees, agents, contractors, subcontractors or invitees which may cause or result in any such damage, injury or death to any property or persons at the Conference or the Venue; (c) any violation by the Exhibitor or its Representatives of applicable laws and regulations; (d) any infringement by the Exhibitor of any third-party's intellectual property or other proprietary rights; and (e) any other matter for which the Exhibitor has agreed to indemnify AAP pursuant to these Terms & Conditions. AAP reserves the right to change the date or dates upon which the Conference is held, and/or the location at which the Conference is held and shall not be liable for damages or otherwise by reason of any such change. In no event shall AAP be liable to the Exhibitor for any special, indirect, consequential, punitive, or exemplary damages and in no event shall AAP be liable to the Exhibitor for any amount in excess of the fees paid by the Exhibitor to AAP in connection with the Conference.

#### **26. Amendments to Terms & Conditions:**

AAP, at its discretion, may make reasonable changes, amendments, or additions to these Terms & Conditions from time to time. Upon making any change, AAP shall utilize commercially reasonable efforts to notify the Exhibitor of any change to these Terms & Conditions and AAP shall post the updated changes on its Conference Website. (<https://www.adminsrise.com/>) Changes made by AAP may include, but not be limited to, modifications to Exhibit Hall, location, configuration, payment terms or cancellations of the Booth. Any changes, amendments or additions by AAP shall be binding on the Exhibitor immediately on posting on AAP's Conference Website, unless the changed Terms & Conditions expressly state otherwise. Exhibitor is solely responsible for checking the "Last Updated" date at the top of these Terms & Conditions prior to attending the Conference and reviewing any changes since the previous version reviewed by the Exhibitor. By exhibiting at the Conference after these Terms & Conditions have been changed by AAP, the Exhibitor signifies the Exhibitor's agreement to the changed Terms & Conditions. Exhibitor may not change, supplement, or amend these Terms & Conditions in any manner, including by way of sending written correspondence to AAP. Interpretation of these Terms & Conditions shall rest with AAP's Conference Management in all instances and noncompliance can result in ejection of the offending Exhibitor or closing of the exhibits. By submitting the Exhibitor Application Form, which incorporates these Terms & Conditions, the Exhibitor agrees to abide by these rules and regulations and by the decisions of AAP in connection with the same.





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## 27. Term and Termination:

- a. **Term:** These Terms & Conditions apply to the Exhibitor commencing on the date the Exhibitor submits a completed Exhibitor Application form to AAP or otherwise accepts these Terms & Conditions and continues in full force and effect until the close of the Conference (including designated tear down times) or until they are otherwise terminated beforehand in accordance with the terms herein.
- b. **Convenience Termination by AAP:** AAP may terminate these Terms & Conditions for AAP's sole convenience effective immediately on written notice of termination to Exhibitor. In the event AAP terminates these Terms & Conditions AAP shall refund the Exhibitor its registration fees for the Booth.
- c. **Termination by AAP For Cause:** AAP may immediately terminate these Terms & Conditions by providing notice to the Exhibitor in the event the Exhibitor or its Representatives breach any material term of these Terms & Conditions, including any conduct granting AAP the right to remove the Exhibitor and its Representatives from the Conference and the Venue. In the event AAP terminates these Terms & Conditions for cause in accordance with these terms:
  - i. the Exhibitor will immediately pay all amounts due and owing to AAP under these Terms & Conditions;
  - ii. the Exhibitor forfeits to AAP any right to reimbursement for any costs, fees, or expenses, including any registration fees, applicable to the Exhibitor's participation in the Conference; and
  - iii. each party will remain responsible and liable for all of the party's obligations and liabilities arising prior to the termination of these Terms & Conditions by AAP for cause.

## 28. Force Majeure:

In the event that the Conference is cancelled or postponed for any reason beyond AAP's control (such as, but not limited to, inadequate internet availability, act of war, Acts of God, restrictive government regulations, riots, disasters, strikes, curtailment of transportation facilities, insurrections, war, terrorist activities, quarantine restrictions, or public health emergencies of national or international concern, including without limitation the Covid-19 Pandemic):

- i. AAP reserves the right to move the Conference to alternate dates and/or locations, modify the Conference and/or exhibit space layout, move the Conference to a fully digital format, or suspend/postpone the Conference in its entirety;
- ii. AAP shall in no way whatsoever be liable to the Exhibitor for any fees paid to AAP by the Exhibitor which were required to compensate AAP for expenses incurred up to the time of such cancellation/postponement;
- iii. At AAP's option, it may retain any unexpended fees paid to it by the Exhibitor and credit such fees toward the amended/postponed or future date of the Conference.

## 29. Covid-19 Conference Alterations:

The parties acknowledge that the Conference is anticipated to take place when Covid-19 Measures may be in effect or may be enacted by governmental authorities to combat the Covid-19 novel coronavirus pandemic (the "**Covid-19 Pandemic**"). "**Covid-19 Measures**" means any quarantine, "shelter in place," "stay at home," workforce reduction, social distancing, "personal protective equipment," shut down, closure, sequester, "return to work," "reopening," safety or similar law, regulation, policy, rule or order promulgated by any governmental entity, in each case, in connection with or in response to the COVID-19 Pandemic, solely to the extent that such COVID-19 Measures are binding upon AAP, the Conference, and its Attendees. The parties acknowledge that the implementation of any existing or future Covid-19 Measures during the course of the Covid-19 Pandemic may require AAP to make extraordinary changes to comply with any such Covid-19 Measures, on short notice, which may disrupt



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the ordinary course operations, expectations or planning of the Conference. The parties acknowledge that in the event that Covid-19 Measures restrict the ordinary course operations of the Conference, the parties will cooperate in good faith and use commercially reasonable efforts to abide by such Covid-19 Measures to ensure that the Conference proceeds to the extent permitted (if at all) by the Covid-19 Measures.

### 30. General:

- a. **Publicity:** AAP may include in its advertising, marketing and promotional materials information regarding any Exhibitor.
- b. **Relationship:** The parties are independent contracting parties, and nothing in these Terms & Conditions, or done pursuant to these Terms & Conditions, will create or be construed to create a partnership, joint venture, agency, employment, or other similar relationship between the parties. Neither party is authorized to make any representation or commitment, or create any obligation (express or implied), on behalf of the other party.
- b. **Governing Law:** These Terms & Conditions, the subject matter of these Terms & Conditions and the resulting relationship between the parties will be governed by, and construed in accordance with, the laws of the Province of Ontario, and the federal laws of Canada applicable therein, excluding any rules of the conflict of laws that would lead to the application of the laws of any other jurisdiction.
- c. **Disputes between the parties:** In the event of any dispute, claim, question or difference between or among any parties hereto relating to any matter, covenant, commitment or agreement provided for in these Terms & Conditions or arising between the parties relating to these Terms & Conditions which the parties are unable to resolve by discussion and negotiation, any party may by written notice (an "**Arbitration Notice**") to the other parties, require same to be settled by arbitration.
- d. **Notices:** Except as expressly set out in these Terms & Conditions, all notices given under these Terms & Conditions will be in writing and will be delivered: (a) to Exhibitor by email or courier delivery to Exhibitor's addresses on record in Exhibitor's Account, or to an alternative address for delivery specified by Exhibitor in a notice delivered to AAP pursuant to this section; and (b) to AAP by email to [contact@canadianadmin.ca](mailto:contact@canadianadmin.ca) or by courier delivery to AAP's current head office address specified on AAP's Website or to an alternative address for delivery specified by AAP in a notice delivered to Exhibitor pursuant to this section. Each party will ensure that the party's email address and related email account is and remains valid and effective throughout the term.
- e. **Assignment:** Exhibitor will not transfer or assign these Terms & Conditions or any of Exhibitor's rights, obligations or liabilities under these Terms & Conditions without AAP's express prior written consent, and any attempt to do so will be null and void and will have no force or effect. AAP may assign these Terms & Conditions without Exhibitor's consent. These Terms & Conditions are binding on and will ensure to the benefit of each party and each party's successors and permitted assigns.
- f. **Miscellaneous:** If a provision of these Terms & Conditions is held by a court or arbitrator of competent jurisdiction to be unenforceable or invalid for any reason, then the provision will be deemed severed from these Terms & Conditions and the remaining provisions will continue in full force and effect without being impaired or invalidated in any way, unless as a result of the severance these Terms & Conditions would fail in their essential purpose. Except as expressly set out in these Terms & Conditions, each party's rights and remedies under these Terms & Conditions are cumulative and not exhaustive or exclusive of any other rights or remedies to which the party may be entitled under these Terms & Conditions or at law, and each party may pursue any and all of the party's rights and remedies concurrently, consecutively and alternatively. No consent or waiver by a party to or of any breach of these Terms & Conditions by the other party will be effective unless in writing and signed by both parties or deemed or construed to be a consent to or waiver of a continuing breach or any other breach of these Terms & Conditions by the other party. Each party





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will, on reasonable request by the other party, execute any further documents and do any further acts or things that may be necessary to implement and carry out the intent of these Terms & Conditions. The parties have expressly requested and required that these Terms & Conditions and all related documents be in the English language. All communications, notices and documentation provided under these Terms & Conditions will be in the English language only.

**31. Complete Agreement:**

These Terms & Conditions, together with the Exhibitor Application Package, and any other documents incorporated herein by reference, set out the entire agreement between the parties regarding the subject matter hereof, and supersede all previous communications, representations, negotiations, discussions, agreements, or understandings, whether oral or written, between the parties regarding the subject matter of these Terms & Conditions.

**BY SUBMITTING AN EXHIBITOR APPLICATION FORM AND PAYMENT THE EXHIBITOR  
ACKNOWLEDGES ACCEPTANCE AND AGREEMENT TO THESE TERMS & CONDITIONS.**