2023 ACA INTERNATIONAL

IGNITE

MARCH 22-24
LAS VEGAS

Exhibitor & Sponsor Prospectus

IGNITE
MARCH 22-24, 2023

Exhibitor Benefits & Floor Plan

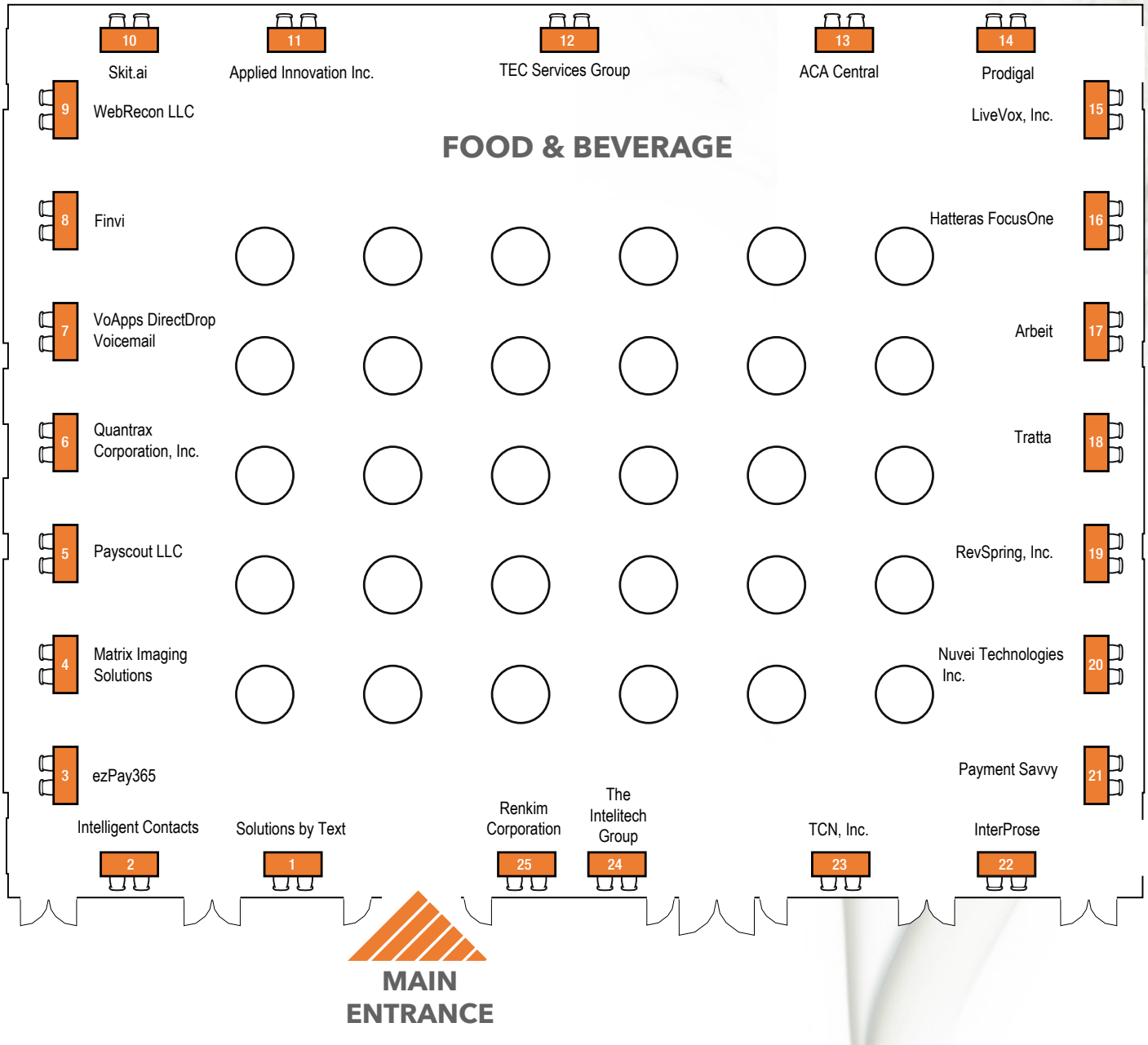
Updated 3/8/23

Exhibit Table-Top Display: $1,760 Member or $4,000 Non-Member
Exhibit Fee Includes:

- One (1) 6' skirted table with two (2) chairs.
- One (1) complimentary Exhibit Booth Staff registration. (Each additional registration starts at $610 for members.)
- Company listing on the IGNITE website.
- Company listing in the event mobile app.
- Attendee list in Excel format provided three weeks before, one week before and one week after the event. List will include name, title, company, address, phone and email for attendees who did not opt out of receiving marketing from exhibitors/sponsors.

The Expo Hall will be in Roman Ballroom at Caesars Palace.

The floor plan set-up shown is seating for lunch and breaks on Thursday. The Opening Reception will be set to reception style.



IGNITE

MARCH 22-24, 2023

Sponsorships

Updated 2/23/2023

General Sponsor Benefits Include:

All benefits below will be delivered only after full commitment and payment has been received.

- Company listing and logo placement on sponsor tab of the IGNITE 2023 website.
- Company listing and logo placement in the event mobile app.
- Company logo placement on signage at event.
- Company logo included in event agenda if sponsoring an event function.
- Company logo included on select event related emails.
- Company logo included in event opening PowerPoint.
- Attendee list in Excel format provided three weeks, one week before and one week after the event. List will include name, title, company, address, phone and email for attendees who did not opt out of receiving marketing from exhibitors/sponsors.
- Additional benefits based on item sponsored.

Sponsorship Opportunities:

Attendee Bags $2,750
Sponsor logo displayed on attendee bags.

Lanyards . . . . . VoApps DirectDrop Voicemail
Sponsor logo displayed on lanyards.

Name Badges . . . . . TEC Services Group
Sponsor logo displayed on name badges.

Registration . . . . . skit.ai
Sponsor logo is included on PDF registration form, on the online registration page, at registration desk and an ad included in attendee Know Before You Go email.

Thursday Breakfast $2,750
Opportunity for company to provide branded giveaway to attendees.

Welcome Reception $2,750
Sponsor logo included on bar sign and cocktail napkins at event. Additional opportunity for company to provide branded giveaway to attendees.

IGNITE Mobile App $2,200
Three (3) sponsor provided banner ads included in mobile app; logo included in Mobile App instructions.

Women in Collection Reception . . . . . PAYSCOUT
Sponsor logo included on bar sign. Additional opportunity for company to provide branded giveaway to attendees.

Thursday Lunch in Expo $1,500
Opportunity for company to provide branded giveaway to attendees.

Text Messaging . . . . . solutions by text
Sponsor logo included with text messaging instructions provided to attendees.

Notepads . . . . . PROVANA
Sponsor provided notepad distributed at registration desk or in sessions. (Estimated quantity is 200).

Pens . . . . .
Sponsor provided pen distribution at registration desk or in sessions. (Estimated quantity is 200).

Thursday AM Break . . . . . DEBTSNET
Collection Software from TCM • The Computer Manager

Thursday PM Break . . . . . kredit

All prices listed are member rates. Please inquire about sponsorship pricing for non-members.
Interested in a custom sponsorship? Reach out to discuss your desired package at exhibit@acainternational.org.

IGNITE
MARCH 22-24, 2023

2023 Exhibit & Sponsorship Application

1. Company Name

☐ Check this box if your company is exhibiting at IGNITE for the first time.

Company Name _____

2. Tradeshow Coordinator

Tradeshow Coordinator is the person who receives ACA exhibit booth/ sponsorship confirmations, paperwork and communications. The tradeshow coordinator is not automatically registered to attend IGNITE.

Name _____

☐ **Use Contact Information on file**.

Address _____

City/State/Province/ZIP _____

Phone _____

E-mail _____

3. Tabletop Exhibit Pricing

Quantity	ACA Member	Non-Member
_____	☐ $1,760	☐ $4,000

4. Preferred Table Choices:

1st Choice _____ 2nd Choice _____ 3rd Choice _____

5. Teardown Policy

Exhibit display hours include Wednesday during the Opening Reception and Thursday during lunch & morning and afternoon breaks.

6. Sponsorships

(Sponsorship fees are nonrefundable. Please see section 3-C and 3-E of the Rules & Regulations for complete policy.)

Sponsorship item(s) applied for: _____

Total Due for Sponsorship(s): _____

7. Registrant Information

One registration per exhibit table is complimentary. All others must register at the additional rate of $610 (members) or $925 (non-members). The form to register booth staff will be available at a later date.

8. Exhibitor Authorization

Incomplete applications, including applications unaccompanied by appropriate payment will be delayed in processing, delayed in assignment of space or sponsorship, and may be declined. By signing below, the undersigned company acknowledges receipt, review, understanding and agreement to the terms and conditions of participation contained herein, including the attached 2023 Exhibit Space & Sponsorship Rules & Regulations. If ACA accepts this application, the company agrees to be immediately bound thereby and to pay all applicable fees set forth herein. This application shall not be deemed an enforceable agreement unless and until ACA provides written notice confirming the application's acceptance, at which time the agreement shall supersede all previous communications or representations made between the undersigned and ACA. For all applications declined, ACA will immediately return or refund in full any payment submitted. ACA reserves the right to accept or refuse an application for exhibit space and sponsorship regardless of ACA membership status or classification. By signing below, the signer hereby acknowledges they are authorized to act on behalf of the Applicant and Applicant agrees to be bound by the Application.

Signature of Authorized Representative

_____

Print Name _____ Date _____

9. Payment Information:

Payment required for processing. A confirmation email will be sent to you once processed.

GRAND TOTAL = $_____ *(total for sections 3 and 6)*

☐ Check payable in U.S. dollars to ACA International
☐ Send me a secure link to pay online via credit card or ACH
☐ Process the credit card information below

Credit Card: ☐ Visa ☐ MasterCard ☐ American Express

Print Cardholder's Name _____

Card Number _____

Expiration Date _____ CVC _____

Credit Card Billing Address _____

City _____ State _____ Zip _____

Signature _____

A 3% non-refundable surcharge will be applied to all credit card transactions, which is not greater than our cost of acceptance.

No surcharge is applied to payments made via ACH, check, debit card, or from companies based in CO, CT, MA, ME, NY, or outside the U.S.

To submit this form securely through DocuSign, please email your request to exhibit@acainternational.org

Application continues on next page

RETURN TO:

ACA International
Attn: Expo
3200 Courthouse Lane
Eagan, MN 55121-1585
Phone: (952) 259-2137 ▶ Fax: (952) 926-1624
Email: exhibit@acainternational.org

Complete this form and send it with your application for exhibit space and/or sponsorship. Your application will not be processed without this form. Deadline to be included in the event mobile app: March 4, 2023.

For returning exhibitors and sponsors only:

- ☐ **Use the company listing and product categories we submitted for the 2022 Convention.**
- ☐ **Use the company listing and product categories we submitted for the 2022 Fall Forum.**

10. Online & Event Mobile App Listing

Listings are complimentary and are for contracted exhibitors and sponsors only.

Company Name: _____

Street Address _____

City/State/Address/ZIP _____

Telephone _____ Website _____

Company description in 50 words or less.

_____

_____

_____

_____

11. Product/Service Categories

Check the categories applicable to your company's products and services. Feel free to write in new categories. ACA cannot guarantee we will add the category, but will consider it.

- ☐ Artificial Intelligence
- ☐ Auditing
- ☐ Voice Messaging / Broadcast / DirectDrop
- ☐ Call Center Technology
- ☐ Cloud Contact Center Platform
- ☐ Collection & ARM Software / Hardware
- ☐ Communications Solutions
- ☐ Compliance Management
- ☐ Consulting
- ☐ Consumer Interaction Analytics
- ☐ Contact Management Solutions
- ☐ Data & Document Management / Design
- ☐ Debt Buyer/Seller
- ☐ Dialer Software / Hosted / Predictive
- ☐ Financial Behavioral Change App
- ☐ Forms Providers
- ☐ Fraud Intelligence
- ☐ Furniture / Site Design
- ☐ Gamification
- ☐ Industry Trade Association
- ☐ IT Management / Security
- ☐ Legal Services / Forwarding Network
- ☐ Licensing / Insurance
- ☐ Online Data Access
- ☐ Online Letter Storage
- ☐ Online Negotiation
- ☐ Payment Solutions
- ☐ Printing & Mailing Services
- ☐ Quality Management
- ☐ Risk Management / Litigant Scrubs
- ☐ Scoring
- ☐ Skiptracing
- ☐ Staffing
- ☐ Telecommunications
- ☐ Telephone Equipment
- ☐ Text Messaging
- ☐ Training
- ☐ Virtual Collections
- ☐ Voice & Speech Analysis
- ☐ Other _____

RETURN TO:

ACA International, Attn: Expo
3200 Courthouse Lane ▶ Eagan, MN 55121-1585
Phone: (952) 259-2137 ▶ Fax: (952) 926-1624 ▶ Email: exhibit@acainternational.org

ACA USE ONLY:
Date Received _____
Revised November 1, 2022

IGNITE
MARCH 22-24, 2023

2023 Exhibit Space & Sponsorship Rules & Regulations

The following terms and conditions govern participation at ACA International's 2023 IGNITE.

1. DEFINITIONS:

"Applicant" The company submitting an ACA International 2023 Exhibit Space & Sponsorship Application ("Application"); "ACA" ACA International; "Event" ACA International 2023 IGNITE on March 22-24, 2023 at the Hotel; "Exhibitor Service Kit" The collection of Hotel's forms, information, policies and rules related to the use of its exhibition space, as may be amended from time to time; "Hotel" Caesars Palace, 3570 S Las Vegas Blvd, Las Vegas, NV 89109; "Participants" Applicant companies accepted by ACA for participation in the Event, including Exhibitors, Sponsors, their directors, employees, representatives, contractors and agents engaged with respect to this event; "Rules & Regulations" ACA International's 2023 Exhibit & Sponsorship Rules & Regulations.

2. APPLICATIONS

2-A Participants, in order to be eligible, must be engaged in the business of offering products or services specific or essential to the credit and collection industry.

2-B The individual listed as the Tradeshow Coordinator ("TSC") in the Application will serve as ACA's official contact person with respect to Event, and will receive all pre-Event and post-Event confirmation materials and correspondences. The TSC will be responsible for notifying booth registrants of all necessary correspondence and information related to Event participation. Naming a TSC does not indicate TSC is registered for the Event. Registrations are not included in the exhibit or sponsorship fee unless otherwise indicated in writing by an ACA International representative.

2-C Participant is responsible for reviewing and complying with these Rules and ensuring all Participants within their employ or control have received and understand these Rules. Failure to abide by these Rules, or policies of Hotel may result in Participant's loss of all or a portion of Event participation privileges, with or without refund at ACA's sole discretion. Questions regarding these Rules may be directed to exhibit@acainternational.org.

2-D ACA will consider Sponsor Applications requesting cosponsorship opportunities, in which case ACA reserves the right to modify any standard single-sponsor benefits to account for the proportionate fee. Modified sponsor packages will be provided in writing by ACA.

3. FEES, REFUNDS & EXCHANGES

3-A Exhibitor Applicants requesting to pay member rates for exhibit booth space and booth staff registrants must seek and be approved for ACA International membership on or before the first day of the Expo. If the Exhibitor is not an approved ACA International member on or before the first day of the Expo, Exhibitor must pay the difference between the member exhibit booth space fees and the non-member exhibit booth space fees before the Exhibitor will be permitted to set up their exhibit booth.

3-B A full refund minus a $75 processing feel will be provided for exhibit booth staff registration cancellations received by ACA in writing no later than February 8, 2023. No refunds for exhibit booth staff registration fees will be granted on or after February 9, 2023, except as listed in the Registration & Cancellation Policies listed on the event website. No refund of payment for exhibit booth space fees will be granted unless cancellation falls under section 3-C, and ACA shall have the right to resell the assigned exhibit booth space. The date upon which notice is received by ACA shall be the official date of cancellation. Payments cannot be applied to future ACA events, products or services unless cancellation falls under section 3-C. Written cancellation must be sent to exhibit@acainternational.org.

3-C In the event that the dates of the the 2023 IGNITE are changed, the format of the 2023 IGNITE is changed including, but not limited to becoming a virtual event, or Covid-19 travel restrictions prevent Exhibitor or Sponsor from traveling to the 2023 IGNITE, Exhibitor or Sponsor shall have the option to withdraw its Exhibit at or Sponsorship of the 2023 IGNITE. Any funds paid to ACA by the canceling Exhibitor or Sponsor will be refunded in full or can be applied to a future ACA International event held within the 2023 calendar year. Future events do not include webinars or events hosted by ACA units. ACA reserves the right to hold a portion of the funds paid if some benefits have already been delivered. ACA's maximum total liability to Participant will not exceed the amount paid to ACA for Event participation.

3-D Each paid exhibit booth space fee entitles Exhibitor Participants to one (1) complimentary exhibit booth staff registration. Additional exhibit booth registrants may be added after ACA's Application acceptance. Exhibit booth staff registration fee exchanges will be offered only for staff in the employ of the same exhibiting company. Sharing of booth staff badges is not allowed.

3-E Sponsor Applicants agree to make payment or provide the goods or services offered to ACA immediately after ACA accepts the Application. Except as otherwise expressly provided here in sections 3-C, all sponsorships are nonrefundable.

4. EXHIBITOR SPACE ASSIGNMENTS

4-A Exhibitors may have access to the exhibit space during the times indicated on the most recent Event agenda, available from ACA staff. These dates and times are subject to change. Exhibitors should view the agenda prior to making hotel and air fare arrangements.

4-B ACA will provide Exhibitors with a floor plan of the Event expo hall which is subject to change. ACA agrees to provide Exhibitors with a timely updated floor plan if the layout of the floor plan changes significantly. Exhibit booth spaces will be designated by number; Applicants may indicate preferred exhibit booth space within the Application.

4-C Every effort will be made to assign Exhibitors to one of their preferred exhibit booth spaces as indicated on the Application, so long as payment has been received; however, ACA reserves the right to make the final exhibit booth space assignment or change the exhibit booth space assignment after the acceptance of the Application, should it be necessary.

4-D Assigned exhibit booth space is assigned to exhibitor for Exhibitor's exclusive use only, and cannot be shared with other companies. Exhibitor shall not assign or sublet any exhibit booth space without the signed consent of ACA; any other attempted assignment will be null and void.

5. EXHIBITOR SPACE, BOOTH & EQUIPMENT

5-A Tabletop exhibit spaces are equipped with one 6' skirted table and two (2) chairs. All additional decoration or construction will be at Exhibitors expense.

5-B Exhibit space is limited to designated Hotel exhibit space. Exhibitors may not set up, display or distribute materials within undesignated areas of the Hotel. Any portion of an exhibit that, in the reasonable judgment of ACA, obstructs the view, interferes with use and enjoyment by other Participants, extends beyond the assigned exhibit booth space, or for any reason becomes objectionable, must be immediately modified or removed by the Exhibitor. Exhibitors must follow all set-up guidelines as written in the ACA's exhibit booth display guidelines and the Hotel Rules.

5-C All Hotel or ACA property destroyed or damaged by a Participant must be replaced in its original condition by the Participant and at the Participant's expense. Participants shall hold ACA harmless from damage caused by Participant's activity. All materials must conform to local building and fire department codes and all local fire authority regulations must be observed.

5-D ACA will establish authorized exhibit hours and reserves the right to make changes. ACA recommends keeping at least one exhibiting personnel at the booth during key exhibit hours, including attendee meal functions noted as "in Expo Hall".

5-E Exhibitors must have exhibit booths in place before the official opening of the Expo and arrange to have the exhibit booth dismantled and removed after the closing of the Expo. Early teardowns are not permitted. The act of tearing down an exhibit booth consists of dismantling or removing any exhibit booth or marketing materials that have been used during the course of the Event at any point before the stated teardown hours. A $500 fine will be imposed for tearing down before the stated teardown hours. The credit card provided on the Application will be charged. Exhibitors will not be allowed to participate at future ACA events until the fine is paid per ACA's standard procedures for nonpayment. Exhibitors may make written request for a tear-down policy waiver allowing an early tear-down during non-show hours; such request must be received by ACA staff no later than February 24, 2023. It is the Exhibitor's responsibility to ensure the request is received by ACA staff. All submissions will be considered; final decisions are within ACA's discretion.

6. DELIVERY & STORAGE OF EXHIBITOR PROPERTY

Exhibitors assume full responsibility to safeguard display booths, advertising material, goods held for display or sale and all other property owned or used by Exhibitor. Exhibitors assume all risk for the shipment and delivery of all property shipped by the Exhibitor. Exhibitors are responsible for the delivery of their equipment and display material and for removal of the equipment and or display material out of the exhibit area.

7. EXHIBIT SPACE SERVICE PROVIDERS

7-A Hotel maintains the exclusive right to process, collect and receive all Exhibitor orders for certain labor, services, and equipment which are provided by Hotel. Exhibitors must utilize the services of the Hotel as indicated in the Exhibitor Service Kit, which details equipment and services information, availability, and pricing.

7-B For the purpose of sending the Exhibitor Service Kit and materials, ACA will provide Hotel with Exhibitor's full contact information (company name, street address, city, state, zip, telephone, and fax, name, and e-mail address) of the Tradeshow Coordinator, as provided in the Application, unless otherwise timely specified to ACA at exhibit@acainternational.org.

7-C Exhibitors are expected to comply with any union requirements in effect during the Event.

7-D Exhibitors may utilize their own full-time employees to set their exhibits; any full-time Exhibitor personnel involved should display visible identification of their employment status while engaged in these activities.

7-E Exhibitors shall indemnify and hold harmless Hotel and its servicing agents from all liability (damage or accident) which might ensue from any cause resulting or connected with transportation, placing, removal or display of exhibits.

8. INSURANCE & WAIVER OF LIABILITY

8-A Exhibitor acknowledges ACA and the Hotel do not maintain insurance covering Exhibitor's property; it is Exhibitor's responsibility to obtain such insurance, to maintain evidence of coverage at their exhibit booth commencing at set-up time until teardown, and to produce it for inspection upon request.

8-B No security will be provided in the exhibit area for any one exhibit booth; valuables should not be left unattended. ACA is not responsible for any lost or stolen property.

8-C In no event will ACA's liability to any Participant for breach of the terms and conditions of participation in this Event exceed the amount of money received by ACA from Participant with respect to participation in this Event in the twelve (12) months preceding the date on which such liability arises.

9. EVENT RELOCATION, RESCHEDULE OR CANCELLATION

9-A ACA may be required to change the date or location of Event if circumstances necessitate, in which case ACA shall provide Participants with immediate notice of the change. A change in location will not alter the terms and conditions described herein, except as expressly announced by ACA to comport with the new venue's requirements.

9-B Should the event be re-scheduled or re-located, cancellation under section 3-C will apply. Should the event be canceled completely by ACA, any funds paid to ACA by the

continued on next page

reserves the right to hold a portion of the funds paid if some benefits have already been delivered. ACA's maximum total liability to Participant will not exceed the amount paid to ACA for Event participation.

10. PARTICIPANT CONDUCT - GENERAL

10-A Participants shall not conduct themselves in connection with the Event in a manner offensive to standards of decency or good taste.

10-B Participants are responsible for complying with ACA's antitrust and anti-harassment policies, which can be viewed online here: https://www.acainternational.org/education/antitrust-antiharassment-policies

10-C Notice of official Event sponsors and sponsorship availability is provided at www.acainternational.org. In order to honor the benefits of sponsorship opportunities, ACA may restrict or prohibit Participants from organizing, advertising, or soliciting Event attendee participation in activities or functions during the Event which are deemed, in ACA's discretion, the same or substantially similar as an activity or function officially sponsored by or available for sponsorship by another Exhibitor or Sponsor. By way of example only, and not for purposes of limitation, such functions or activities may include attendee food and refreshment service, recreational outings, and artist or speaker appearances. Participants must notify ACA prior to organizing, advertising, or soliciting Event attendee participation in any such activity or function.

10-D Notice of official ACA-hosted Event activities and functions are provided at www.acainternational.org. ACA may restrict or prohibit Participants from organizing, advertising, or soliciting Event attendee participation in company-hosted activities or functions scheduled to occur at the same time as any official ACA-hosted activity or function. Participants must notify ACA prior to organizing, advertising, or soliciting Event attendee participation in any activity or function scheduled to occur at the same time as any official ACA-hosted activity or function.

10-E The licensed Event-specific trademarked logo is available upon request to Exhibitors and Sponsors, for use on the company's website, newsletters, mailings, posters, postcards and other marketing-related materials. The logo may be used only for the purposes of representing your Event participation and promoting attendance. It shall not be used in any manner which creates confusion, directly or indirectly, whether or not intentional, as to the source of the communication, goods or services (such as, for example, through its size, prominence, placement or context in relation to the sender's content), nor shall it imply an ACA endorsement of exhibitor or sponsor's company, goods, or services. The logo may not be used after 30 days subsequent to the last date of the Event. In printed materials, the high-resolution .tif version of the logo must be used; the web version may be used only for web and e-mail communications, and must include a link to the Event website. The logo must be used in its entirety; cropping and other changes are strictly prohibited. All Participants acknowledge ACA has an interest in maintaining and protecting the image and reputation of its name, trademarks, services marks, logos, designs, and other forms of identification, and that all such ACA identification must be used in a manner consistent with the standards established by ACA, and in accordance with the policy set forth at the following webpage: https://www.acainternational.org/about/aca-logos/.

10-F An electronic pre and post registration list of attendees will be provided to Exhibitors and Sponsors for a one-time marketing use prior and subsequent to the show, respectively. All other use of the list or any portion thereof, including subsequent disclosure of the list to others, is prohibited. Insofar as unsolicited communications may be considered a nuisance to some recipients, ACA requests all marketing communications based upon any information gathered about Event registrants and attendees, regardless of source, be reasonable with respect to frequency, timing, mode, and content.

11. FOOD , BEVERAGE & MEETING SPACE

Participants must obtain written permission from ACA prior to offering food and beverage or utilizing meeting space on Hotel premises. Food or beverages served or meeting space used by Participant on Hotel premises must be arranged through ACA. Hotel prices may be subject to service charges and taxes. Participant shall reimburse ACA if ACA incurs charges from Hotel as a result of Participant's food and beverage service, or meeting space usage.

12. ADVERTISING

Participants may not advertise, solicit orders for, or display goods or services other than those sold by them in the regular course of their business and as described in the Application. Circulars or advertising material of the Exhibitor or any related entity shall be distributed only within the exhibit booth assigned to the Exhibitor. No such materials may be distributed to any other area of the exhibit hall, to the hotel rooms of the Event attendees or elsewhere on the Hotel premises unless approved by ACA. Circulars or advertising material of a Sponsor or any related entity are not permitted upon Hotel premises without approval from ACA.

13. INTELLECTUAL PROPERTY

Participants are responsible for obtaining appropriate licenses and permissions for any copyrighted, trademarked, or other intellectual property used in connection with the Event. By Participant's use or display of any such copyrighted, trademarked or other intellectual property used in connection with the Event, Participant warrants to ACA its right to use. Participants shall indemnify and hold ACA harmless from any and all claims or demands made by any party with respect to such Participant's Event activity. Public dramatic and nondramatic performances of copyrighted works, including broadcasting and transmission are prohibited without contacting ACA for prior approval. Participants may contact ACA with questions regarding ACA's event music licenses.

14. AMERICANS WITH DISABILITIES ACT

If any Participant representative has a disability that may impact participation in this Event or has special dietary restrictions for which accommodations are requested on such basis, a statement must be attached to the Application regarding that condition and all related needs. ACA will make reasonable efforts to provide for, but is unable to assure the availability of appropriate accommodations without prior notification of specific need. Participants agree to cooperate in all reasonable respects with ACA and Hotel regarding the provision of auxiliary aids and services (at no cost to Participant), and for ensuring that access to and use of the Event space by attendees is ADA compliant.

15. WARRANTIES

15-A Participant warrants it has the power to execute, deliver and perform as agreed; it has all licenses, permits, bonds, certificates and other similar approvals required to conduct its business; and it will abide all federal, state, and city laws, ordinances, codes, rules and regulations.

15-B ACA does not warrant or guarantee any specific level of business traffic, and will not provide any refund to Participant on account of any reduction in expected traffic at the Event.

16. PROMISE TO PROTECT

Participant shall defend, indemnify and hold harmless ACA, its subsidiaries and affiliates, and their respective directors, officers, members, employees, contractors and agents from and against any liabilities, losses, claims, suits, damages, costs, and expenses (including reasonable attorneys' fees and expenses) made by any third-party, including without limitation, Hotel, Event Participants, and Event attendees (each, a "Claim") arising out of any of Participant's or Participant's employee's, agent's, or contractor's acts or omissions, representations or warranties relating to the Event, including Participant's use of the Hotel. ACA agrees to provide timely written notice of any Claim to Participant and will cooperate with Participant in defense of the Claim. Participant bears all expenses in connection with the defense or settlement of the Claim and ACA shall have the right to participate in the defense of Claim. Participant, in the defense of any such Claim, may not consent to entry of any judgment or enter into any settlement without the written consent of ACA.

17. LICENSED SPACE USE

Participants may not undertake any of the following activities without obtaining the prior approval of ACA and Hotel: Loud activities, The display or operation in the Hotel of any motor vehicles or any apparatus in which a fuel tank is attached; Bringing upon the premises any exhibit, equipment or vehicle which may be dangerous to person or property or otherwise incompatible with the structure, system and furnishing of the Hotel, including materials that are ignitable, corrosive, reactive, toxis or bio-hazardous; Painting, by spray or otherwise, or refinishing of signs, displays, equipment or other objects inside the Hotel; Putting up or operating any engine, motor or machinery in the Hotel; Bringing combustible or flammable liquids or gases into the Hotel; The use of oil, burning fluids, kerosene, ethanol, gasoline, confetti, glitter, rice, pyrotechnics, fog, haze or animals; Bringing in any food and beverage for distribution to attendees in meeting rooms or Expo Hall including cookies and snacks.

18. SEVERABLITY & NON-WAIVER

18-A Any provision herein found to be invalid will be severable and the remainder will remain effective.

18-B The failure of ACA or Participant to insist upon the performance, or the delay or failure to exercise any right or privilege conferred herein, or to require the satisfaction of any condition herein, will not be construed as a waiver or estoppel of any such right, remedy, condition, or privilege, but the same will continue and remain in full force and effect. No provision herein shall be deemed waived except pursuant to a writing executed by the party against whom the waiver is sought, and no waiver will be applicable other than in the specific instance in which it is given.

18-C Nothing herein shall require the commission of any act contrary to applicable law or to any rules or regulations of Hotel or of any union, guild or similar body having jurisdiction over the services and personnel to be furnished hereunder. In the event of any conflict between any provision herein, and any such law, rule or regulation - such law, rule or regulation shall prevail and these provisions shall be curtailed, modified, or limited only to the extent necessary to eliminate such conflict.

19. ARBITRATION & GOVERNING LAW

Any controversy arising out of or related to Event participation, these Rules and Regulations, or the breach thereof, will be settled by arbitration in accordance with the Rules of the American Arbitration Association (AAA) in Minneapolis, Minnesota or any other mutually agreeable location. The prevailing party in any arbitration proceeding shall be entitled to an award of its costs and expenses. The laws of the State of Minnesota, without regard to Minnesota's choice of-law principles, govern all matters arising out of or related to Participant's agreement.

20. HEADINGS

Headings within this document are intended for reference only and should not affect the interpretation.

21. RELATIONSHIP OF THE PARTIES & ASSIGNMENT

21-A Participant's agreement shall not establish a partnership, joint venture or principal/agency relationship with ACA.

21-B Participants may not assign its rights or responsibilities hereunder, in whole or in part without ACA's prior written consent which may be withheld in ACA's sole discretion. Any purported assignment or delegation by Participant without ACA's prior written consent is void.

21-C Nothing herein shall confer any contractual right, benefit, interest or remedy under or because of these Rules and Regulations upon any person or entity other than the Participant.

22. AMENDMENT

These Rules may be amended by ACA upon written notice to Exhibitors and Sponsors.

Updated: 11/1/22