



Exhibitor Terms & Conditions

RULES GOVERNING EXHIBITION

1. Sponsor: Principal Purpose

The word "Sponsor" as used herein shall mean the Association for Computing Machinery, Inc. or by its officers or committees or agents or employees acting for it in the management of the Exhibition. The Association for Computing Machinery (hereinafter, called ACM) a not-for-profit educational, scientific, and technical society organized to provide a mechanism for promoting interchange between the various disciplines represented within the processing community. As such, it sponsors Conferences and Exhibitions as one means of accomplishing this end. The main purpose of these Conferences and Exhibitions is educational and the Exhibition staged in conjunction with the Conference is a vital element of this educational process.

ACM SIGGRAPH 2024 and the Exhibitor agree that the purpose of the Exhibition is exclusively for the education of persons attending the Conference and will conduct themselves accordingly.

A. Management. The Association for Computing Machinery, Tradeshow Logic, Inc., and its authorized representatives are herein after referred to as "Show Management."

2. Application Fee and Deposit

A non-refundable application fee ("Application Fee") equal to 50%, together with any other sums due pursuant to number 3 below, of the total rental amount is due on the application date. The application date is the date on which the Application for Exhibit Space is received by Show Management as noted below in the area designated "For Exhibition Management Use Only."

In the event that Show Management receives this application electronically or by fax, Show Management may, in its sole discretion, reserve exhibit space for Exhibitor, subject to the terms of the following sentence. If the original Application, accompanied by the Application Fee and any other sums due pursuant to number 3 below, is not received by Show Management within seven (7) business days of receipt by Show Management of the Application, the Exhibition Space(s) reserved for Exhibitor, if any, shall be released without notice to Exhibitor.

In submitting the application and contract, exhibitor agrees to comply with all rules, restrictions and directives issued by ACM SIGGRAPH in connection with the annual meeting. This includes, but is not limited to, information contained in the Exhibitor Prospectus, Exhibitor Space Application, online resources, confirmation materials and the Display Guidelines. ACCEPTANCE OF THIS APPLICATION BY SHOW MANAGEMENT CONSTITUTES A CONTRACT.

3. Payment Terms and Schedule

Exhibitor shall pay the per square foot rental fee as noted for the exhibit space, payable in US funds. Terms of payment due are described in the following paragraphs, and are determined by the application date, as defined in number 2 above. ACM SIGGRAPH and its authorized representatives reserve the right to assess a 4% credit card processing fee on any credit card charge in excess of \$25,000.00.

For Applications **RECEIVED on or before 15, March 2024** - 50% of total rental amount due with submission of this Application (refer to number 2 above).

For Applications **RECEIVED after 15, March 2024** - 100% of total rental amount due with submission of this Application (refer to Paragraph 2 above).

4. Cancellations, Withdrawals and Changes in Exhibit Space(s)

If exhibitor fails to pay according to the Terms and Payment Schedule specified in Paragraph 3 above, the exhibit space(s) reserved for Exhibitor shall be released without notice to Exhibitor and Exhibitor shall remain liable to ACM for the total rental amount, which shall become immediately due and payable to ACM.

If Exhibitor cancels its participation on or before 15, March 2024, ACM will retain the 50% deposit and Exhibitor shall remain liable for, and shall pay to ACM, any balance due at the time of cancellation.

If Exhibitor cancels its participation after 15, March 2024 or fails for any reason whatsoever to utilize the exhibit space(s), such cancellation or failure to utilize space shall be considered a default on Exhibitor's part, and Exhibitor shall remain liable for, and shall pay to ACM, the total (100%) rental amount (including any balance due at the time of cancellation) of its exhibit space.

Any notice of cancellation to be given hereunder is required to be in writing to Show Management and shall not be effective until such cancellation notice is received by Show Management. No cancellation shall relieve Exhibitor of its obligation to pay ACM any sums due to ACM prior to the effective date of such cancellation.

If a written request to change (downsize) the assigned exhibit space(s) is received by Show Management on or before 15, March 2024, ACM will retain, and Exhibitor is liable for, a minimum of 50% of the original square footage.

If a written request to change (downsize) the assigned exhibit space(s) is received by Show Management after 15, March 2024 Exhibitor shall remain liable for the total rental amount (including any balance due at the time the request for downsizing is received) of its original square footage, and ACM shall be entitled to retain all sums previously paid. Such replacement exhibit space(s), if any, shall be provided based on availability as determined in ACM's sole discretion.

If written request to change the assigned exhibit space(s) by means of an increase in size is received by Show Management at any time, Exhibitor is liable for, and shall pay to ACM, any payment of balance due on the rental amount of the replacement exhibit space(s) at the time the request for the increase in size is received. Such replacement exhibit space(s), if any, shall be provided based on availability as determined in ACM's sole discretion.

Upon failure of Exhibitor to pay any rental amounts as set forth above, or upon receipt by Show Management of the cancellation

notice, as set forth above, ACM shall have the right to assign to a third party the exhibition space(s) previously assigned to Exhibitor without further obligation to Exhibitor. Any sums received from such third party shall not reduce sums due to ACM from Exhibitor hereunder.

Nothing contained herein shall limit, restrict, or otherwise derogate from the rights ACM may have at law or equity, all of which are hereby, expressly reserved.

No waiver by ACM of any default of Exhibitor (including, without limitation, their failure to pay according to the foregoing schedule) shall operate as a waiver of any subsequent default by Exhibitor.

5. Sub-Leasing

Exhibitor may not sublet his/her space, nor any part thereof, nor exhibit, offer for sale, give as a premium, or advertise articles not manufactured or sold in his/her own name, except where such articles are required for the proper demonstration of operation of Exhibitor's display. Exhibitor may not permit in his/her booth non-exhibiting companies' representatives. Rulings of ACM and Show Management shall in all instances be final with regard to use of any exhibit space.

6. Eligible Exhibits

Exhibitors are limited to companies whose products and services are directly related to the interests of the Computer Graphics industry. ACM has the sole right to determine the eligibility of any company, product or activity for inclusion in the Exhibition.

7. Retail Sales

SIGGRAPH 2024 is a business-to-business trade event and retail sales are not permitted on the exhibit floor. ACM reserves the right to reject applications for exhibit space of exhibitors whose intent is to sell individual products for retail use or consumption. At the Exhibition, ACM may close, correct, remove or eliminate any exhibit, or any part of an exhibit, that is not in compliance with this regulation.

8. Limitation of Liability

Neither the Association for Computing Machinery, nor Tradeshow Logic nor the Colorado Convention Center, nor the city of Denver, nor the state of Colorado nor any of their officers, agents, employees, or other representatives, shall be held liable for, and they are hereby released from liability for, any damage, loss, harm or injury to the person or property of the Exhibitor or any of its officers, agents, employees or other representatives, resulting from theft, fire, water, accident, or any other cause. The Exhibitor shall indemnify, defend and protect ACM, Tradeshow Logic, the Colorado Convention Center, the city of Los Denver and the state of Colorado harmless from, any and all claims, demands, suits, liability, damages, loss, costs, attorney's fees and expenses of whatever kind or nature, which might result from or arise out of any action or failure to act on the part of the Exhibitor or any of its officers, agents, employees, or their representatives.

9. Insurance Requirements

All exhibitors participating in the SIGGRAPH 2024 Exhibition are required to obtain a general public liability insurance in the amount of one million dollars (\$1,000,000) per occurrence and \$2,000,000 aggregate. The insurance must be in force during the lease dates of the event from 24, July – 3, August, 2024 naming ACM SIGGRAPH, as the certificate holder and Tradeshow Logic, Colorado Convention Center and Freeman named as additional insureds on the general liability policy. Such insurance maintained by the exhibitor must be issued by an insurance company with an A.M. Best rating of A– or higher and shall include coverage of the indemnification obligations of the exhibitor under these rules and regulations. Each exhibitor is also required to carry workers compensation protecting employees in accordance with the laws of the state in which the exhibition is being held. Nothing in this paragraph shall limit the amount of liability an exhibitor may be responsible for.

10. Installation-Showing-Dismantling

Hours and dates for installation, showing, and dismantling shall be those specified by Show Management. Exhibitor shall be liable for all storage and handling charges resulting from failure to remove exhibit material from the Exhibition before conclusion of the dismantling period specified by Show Management.

11. Damage to Property

Exhibitor is liable for any damage caused to building floors, wall, or columns, or to standard booth equipment, or to other Exhibitors' property. Exhibitor may not apply paint, lacquer, adhesive or other coating to building columns and floors or to standard booth equipment.

12. Alcoholic Beverages

An exhibitor must request permission in writing from ACM SIGGRAPH Show Management to serve alcoholic beverages within the confines of their rented exhibit space. If approved, all center and show related rules must be observed, including, but not limited to:

- A. Alcoholic beverage service must be ordered through the convention center catering contractor and beverages dispensed only by catering contractor employees and bartenders.
- B. Service must comply with all state and building regulations including requesting proper ID and refusal of service to any person who, in the bartender's judgment, appears intoxicated.
- C. Exhibitor must make provision to keep aisles clear around their booth and police the area of any trash related to serving alcoholic beverages and snacks if included as part of service.
- D. Notwithstanding any other provision of the contract with catering contractor to serve alcoholic beverages, the exhibitor shall defend, indemnify, and hold harmless SIGGRAPH, its directors, officers, employees, agents and members, and each of them, from and against any and all losses, damages, claims, expenses and liabilities of any kind, including costs of defense thereof, caused from the exhibitor's service of alcoholic beverages.

13. Attendance

Show Management shall have sole control over admission policies at all times.

- A. Exhibit Hours and Admission. Admittance during non-show hours without permission from ACM and/or Show Management is prohibited. Children under the age of 16 are not permitted on the exhibit floor at any time. Show management shall have the sole control over admission policies. All persons visiting the exhibit area including exhibit booth representatives, will be required to register and to wear an appropriate badge.

14. Exhibitors Representatives' Responsibility

Exhibitor agrees to indemnify ACM and Show Management against and hold harmless for any claims arising out of the acts or negligence of Exhibitor, his/her agents or employees.

15. Failure to hold Exhibition

ACM SIGGRAPH shall not be responsible for delays, damage, loss, increased costs, or other unfavorable conditions arising by virtue of a cause or causes not within the control of ACM SIGGRAPH. Causes not within the control of ACM SIGGRAPH shall include, but are not limited to: fire, casualty, flood, epidemic, earthquake, explosion, accident, blockage, embargo, inclement weather, governmental restraints, act of a public enemy, riot or civil disturbance, impairment, or lack of adequate transportation, inability to secure sufficient labor, curtailment of transportation, technical or other personnel, labor union disputes, loss of lease or other termination by the host, municipal, state, or federal laws, or other acts of God (each, a "Force Majeure").

ACM SIGGRAPH may cancel, shorten, delay, or otherwise alter or change the event or events under this Agreement due to Force Majeure. If it does so, Exhibitor understands and agrees that all losses and damages which it may suffer as a consequence thereof is its responsibility and not that of ACM SIGGRAPH or its directors, officers, employees, agents or subcontractors.

If ACM SIGGRAPH must cancel the in-person annual meeting, exhibitor payments will be refunded. Exhibitor understands that in such an event, ACM SIGGRAPH is not responsible for monies paid for other costs and expenses it has incurred, including travel to the show, setup, lodging, freight, employee wages, etc. Exhibitor, as a condition of being permitted by ACM SIGGRAPH to be an Exhibitor at the event or events hereunder, agrees to indemnify and hold harmless ACM SIGGRAPH and its directors, officers, employees,

agents, or subcontractors from any and all loss which Exhibitor may suffer as a result of a show cancellation, duration, delay or other alterations or changes caused in whole or in part by any Force Majeure.

16. Rejected Displays

Exhibitor agrees that his/her exhibit shall be admitted and shall remain from day to day solely in strict compliance with the rules herein laid down. Show Management reserves the right to reject, eject, or prohibit in whole or in part, or Exhibitor or his/her representatives, with or without giving good cause. If cause is not given, liability shall not exceed the return to Exhibitor of the amount of rental unearned at the time of ejection. If an exhibit or Exhibitor is ejected for violation of these rules or for other stated reasons, no return shall be made.

17. Safety Devices

Exhibitor agrees to accept full responsibility for compliance with national, state, and city regulations in the provision and maintenance of adequate safety devices and conditions for the operation of equipment.

18. Americans with Disabilities Act

The Exhibitor understands that the Americans with Disabilities Act (ADA) requires that its display be accessible to persons with disabilities and agrees that it is solely responsible for assuring that its display complies with the ADA.

19. Amendment to Rules

Any matters not specifically covered by the proceeding rules shall be subject solely to the decision of Show Management. These rules may be amended at any time by Show Management, and all amendments so made shall be binding on Exhibitor equally with the foregoing rules and regulations.

20. Agreement to Rules

Exhibitor, for himself/herself and his/her employees, agrees to abide by the forgoing rules and by any amendments that may be put into effect by ACM and Show Management.

21. Booths

No exhibit, including signs and advertising material, may exceed the height of 8' except for perimeter, or island locations. Booth construction and displays must not interfere with any other exhibitor or cause aisle congestion. Exhibitors requesting special height considerations or other variations to these rules and regulations, must submit a detailed sketch of their proposed booth construction to Show Management at least 45 days prior to the opening of the event and must receive written approval from Show Management before erecting display.

22. Compliance with Laws

Exhibitors shall comply with all applicable laws, codes and rules and regulations. An official show contractor will be appointed to assure orderly and expeditious the federal, state and city governments and the convention facility, as well as all rules and regulations of the Expo set forth herein and in the Exhibitor Service Manual, as amended from time to time. The exhibitor shall use the leased area in a safe and careful manner, and shall not do, or permit others to do, anything in any leased area(s) or convention facility which would cause a difference in conditions from those previously approved by Show Management's insurance carriers or the convention facility, which would in any way increase insurance premiums payable by Show Management or the convention facility.

23. The 80/80 Sound Rule

Any sound which consistently exceeds 80 decibels measured at the edge of an exhibitor's booth, is clearly identifiable more than 80 feet from that booth, or is in the opinion of Show Management,

objectionable or interfering with neighboring exhibits is considered in violation of The ACM Show regulations and may be shut down at the discretion of Show Management. Commercial radio and TV reception are not valid exhibit devices and at no time shall either be permitted in exhibitors' booths. Closed-circuit TV, tape recorders, sound-pictures (motion or still), or other audiovisual devices with audible sound are also specifically excluded except where such devices are housed in enclosed areas, or so constructed that the sound will not be heard outside of the exhibitor's booth and will not interfere with exhibitors in adjoining booths. What is shown or heard must be directly related to the products, machines, or services of the exhibitor. Models and exhibitor personnel shall be attired tastefully as determined by Show Management.

24. Photos and Videos

Exhibitor may take photos or videos of its displays; however, Exhibitor is not permitted to directly take pictures of any other display or instruct others to take such pictures without written permission of ACM and the exhibitor whose display is being photographed. Notwithstanding the foregoing, exhibitor authorizes ACM to photograph and/or record all or any part of the Exhibition (including, without limitation, Exhibitor's exhibit space and personnel), and Exhibitor hereby grants ACM the worldwide, perpetual, royalty free right and license to reproduce, distribute, transmit, publicly perform, and publicly display all such photographs and recordings (and any derivative works thereof) in any medium (now existing or hereafter developed).

25. Fire Protection

No combustible decoration, such as but not limited to crepe paper, tissue paper, cardboard, or corrugated paper, shall be used at any time. All packing containers, excelsior or wrapping paper are to be removed from the exhibit floor and must not be stored under tables or behind displays. All decorations and booths must be of flame-proof materials. The exhibitor shall be solely responsible for all fire damage and costs.

26. Lotteries, Games of Chance, or Attendance Prizes

Promotional plans designed to generate booth traffic cannot require visitors to be present at a specified location or time. No illegal promotions shall be permitted.

27. Entertainment in Rooms During Convention Hours

Exhibitors expressly agree not to conduct parties, receptions, open-houses, or other events for attendees, in their private rooms, sales offices, hospitality suites, or other facilities, during scheduled Expo hours or until one-half hour after the official closing of the Expo each day.

28. Governing Policies, Regulations and Laws

All actions undertaken under this Contract shall be consistent with the constitution, bylaws, and policies of the ACM, and with applicable sections of the not-for-profit law and regulations of the State of New York and of the federal government. This contract will be construed under and in accordance with the laws of the State of New York applicable to contracts made wholly performed in that State.

29. Data Collection

By signing this space application and contract, the exhibiting company authorizes Show Management and ACM to request and receive the company's ordering data for services from official show contractors, for use in obtaining customer service insights about show services.