

# Terms and Conditions

- 1. Defined Terms:** The term "Event" means the 33rd annual 2025 Sports ETA Symposium taking place at the Tulsa Convention Center, Tulsa, OK, April 14-17, 2025. The Event is owned and operated by Sports ETA. As used hereinafter, the term "Organizers" means Sports Events & Tourism Association (Sports ETA), and each of their officers, directors, agents, affiliates, representatives, employees and assigns, unless the context requires otherwise. The term "Exhibitor" means the company or person or any of its officers, directors, shareholders, employees, contractors, agents or representatives that applied for exhibit space rental and agreed to enter into this contract.
  - 2. Rights of Organizer:** Sports ETA owns the rights to all functions associated with the Event and reserves the sole right to the planning and execution of all functions including, but not limited to, décor, activities, food and beverage selection, audio visual, invited guests, music, signage and schedule. As such, Exhibitor must notify Sports ETA and request approval for any activation in their exhibit space. In addition, Exhibitor may not order additional services, invite guests or otherwise alter any function in any manner without expressed written consent of the Organizers. Organizers shall also have and retain the sole and unrestricted right to determine all elements of the Event, including but not limited to the right to permit or restrict any activity of any Exhibitor, guest, participant, service provider, promoter or other person or entity present at or producing any collateral, products or materials in any way related to the Event. Exhibitor agrees to support and not to engage in any activity that may, in the sole opinion of the Organizers, detract from or compete with the Event.
  - 3. Contract Acceptance:** The Contract shall become effective when it has been submitted to Sports ETA. A signed Contract is binding with or without payment. The Contract shall have become effective on the signing date and shall expire on April 18, 2025. The Contract shall not be considered fully executed until it has been signed / acknowledged in registration process by exhibitor.
  - 4. Promotion of Industry Conferences:** Sports ETA will not permit use of its assets to promote sports events and tourism industry conferences and trade shows. This policy does not apply to member-based sports organizations. This includes the presence of any marketing collateral or promotional activities advertising non-member-based sports organizations' industry conferences within the Event environment (convention center, meeting facility, hotel venues, etc.), inclusion of marketing collateral in any of the Events assets and/or the promotion of non-member-based sports organizations' industry conferences within the conference web site, mobile app or program.
  - 5. Removal of Exhibitors:** The Organizers reserve the right to restrict or remove any Exhibit, which they believe to be objectionable or inappropriate. Exhibitors are prohibited, from sharing exhibit space unless otherwise approved by Sports ETA. Exhibitors are expressly prohibited from promoting, distributing or exhibiting materials related to, or otherwise engaging in advertising or sales activity for any product or service that, in the sole opinion of the Organizers, conflicts with or competes with any product or service offered by the Organizers or any Exhibitor to whom exclusive rights have been granted by Organizers.
  - 6. Assignment of Space:** Initial assignment of space will be determined by Sports ETA. Priority booth locations will be given first to Event sponsors, followed by Exhibitors. After sponsor booths are assigned priority and preference will be given in the order that exhibitor contracts were submitted to Sports ETA. Any exhibitors signing up after the initial booth selection will be assigned on a first-come first-served basis. Sports ETA reserves the right to change the floor plan or to move an Exhibitor to another booth location prior to or during the Event if the Organizer determines that to do so is in the best interest of the Event.
  - 7. Use of Space:** The space contracted for is to be used solely by the Exhibitor whose name appears on the contract and its participants that have been deemed appropriate and representative of the exhibiting destination. No Exhibitor shall assign, sublet, or apportion the whole or any part of the space allotted to him, nor exhibit therein, nor permit any other person or party to exhibit goods, apparatus, etc., nor represented by the Exhibitor in the regular course of his or her business, except upon prior written consent of the Organizer.
  - 8. Cancellation Policy:** All cancellations must be made in writing to: Sports ETA – 9624 Cincinnati Columbus Road, Suite 209, Cincinnati, OH 45241 or Info@SportsETA.org, return receipt requested, and shall become effective when acknowledged by Sports ETA in writing. Both Exhibitor and Sports ETA acknowledge that Sports ETA will sustain substantial losses if Exhibitor cancels its Application and Contract. Should Exhibitor cancel all, or part, of the contracted item
    - a) on or before **March 31, 2025**, contracted amount will be refunded minus a \$200 administrative fee b) if cancellation is after **March 31, 2025** the total contracted amount is non-refundable, however, contracted amount may be transferred to the **2026 Sports ETA Symposium**, if requested in writing before **March 31, 2025**.
  - 9. Cancellation of Exhibit Space:** If an Exhibitor fails to make required payments as described in the exhibit space contract, the organizer may terminate Exhibitor's participation in the Event without further notice and without obligation to refund moneys previously paid. Exhibitors may not move-in until full payment is received.
  - 10. Cancellation of the Event:** If Organizers cancel the Event due to circumstances beyond the reasonable control of the Organizers (such as Acts of "God," Act of War, governmental emergency, labor strike or unavailability of the exhibit facility), the Organizers shall refund to each Exhibitor its exhibit space rental payment previously paid, minus a share of costs and expenses incurred in full satisfaction of all liabilities.
  - 11. Space Reduction:** All space reduction requests must be received in writing and shall become effective when received by Sports ETA. Regardless of any downsizing requests, the exhibitor will be responsible for the entire 100% cost of the originally contracted exhibit space for requests received less than 60 days until the Event.
  - 12. Exhibit Construction, Decoration, Signs, etc:** Exhibitor is solely responsible for the safety of their exhibits. All special booth work must conform with Sports ETA exhibit regulations. Such approval and/or compliance with Sports ETA regulation does not constitute Sports ETA approval or opinion on the structural safety of construction. Exhibitor audits display company remain solely liable for the safety of their exhibit.
  - 13. Exhibit Design and Inclusions:** Included with each 10'x10' exhibit space are back drape and side rail, one (1) 6' skirted table, four (4) chairs, one (1) standard identification sign, and two (2) representative registrations. All Exhibitors must remain within the confines of their own space, and no Exhibitor will be permitted to erect signs or display products in such a manner as to obstruct the view, occasion injury, or disadvantageously affect the display of other Exhibitors.
  - 14. Character of Exhibits & Use of Aisles and Common Areas:** Distribution of samples and printed matter of any kind, and any promotional material, is restricted to the exhibit booth. Each Exhibitor agrees to exhibit only products that it represents. All exhibits shall display products or services in a tasteful manner. The aisles, passageways, and overhead space remain strictly under the control of the organizer and no signs, decorations, banners, advertising material or special exhibit will be permitted in the aisles. Employees must remain within the booth occupied by their employers. Any and all advertising distribution must be made from the Exhibitor's booth space.
  - 15. Exhibit Space Occupancy:** Any Exhibitor who leaves their space unattended during the Exhibit hours, forfeits their rights to the space. All exhibits must be open for business during the Sports ETA Marketplace hours. Exhibitors may not dismantle their display until the official closing time or until the Sports ETA Marketplace is officially closed by the Organizers, unless prior authorization is given, in writing, by Sports ETA. Exhibitors who do not abide by these rules and who breakdown displays before the official closure of the Sports ETA Marketplace will be banned from future participation in any Sports ETA Symposiums.
  - 16. Exhibit Set-Up/Tear-Down:** A clean floor policy will be in effect during move-in. Set up and tear down will only be allowed during the specific dates and times designated by event management, unless otherwise noted.
  - 17. Exhibitor Hosted Affairs:** Exhibitors of the Event are permitted to host gatherings with attendees provided they do not interfere with any *official* Event function; promote any other event, product or activity, or otherwise undermine or detract from the Event in any way in the sole opinion of the Organizers. Exhibitor agrees to suspend and not restart any activity related to the Event immediately upon notice to do so from the Organizers. Exhibitors hosting events that overlap with any portion of the Event schedule will be subject to immediate dismissal from the Event at the discretion of the Sports ETA.
  - 18. Listing and Promotional Materials:** By exhibiting at the Event, Exhibitors grant the organizer a fully-paid, perpetual non-exclusive license to use, display and reproduce the name of Exhibitors in any directory listing the exhibiting companies at the Event and to use such names in promotional materials. The Organizer shall not be liable for any errors in any listing or descriptions or for omitting any Exhibitor from the directory or other lists or materials.
  - 19. Marketing Release:** Exhibitor gives Sports ETA consent to photograph, videotape and audio record all creative contributions, pictures, likeness, voice, and statements at the Event. Exhibitor agrees that all such recording, derivatives, and proceeds thereof and there from are owned solely by Sports ETA, and Exhibitor agrees to transfer to Sports ETA and waive any rights Exhibitor might have in all of such properties and materials.
  - 20. Copyrighted Materials:** Exhibitors shall not play or permit the playing or performance of, or distribution of any copyrighted materials at the Event unless it has obtained all necessary rights and paid all required royalties, fees or other payment.
  - 21. Safety, Fire and Health:** Federal, State and City laws must be strictly observed. A full listing of these fire and safety regulations will be found in the Exhibitor Service Manual.
  - 22. Sound Devices:** The use of devices for mechanical reproduction of sound or music is permitted, but must be controlled. Sound of any kind must not be projected outside of the exhibit booth. Exhibitors are specifically prohibited from employing any carnival-type attraction, animal or human, or from operating such noise-creating devices as bells, horns or megaphones.
  - 23. Contractor Services:** In the interest of making available the best-qualified craftsmen in numbers sufficient to handle all of the services necessary for the operation of the Event, Sports ETA has contracted an official contractor to provide certain services. Service companies other than the official contractor will not be allowed to perform any exclusive services. Non-exclusive services may be performed by Exhibitor-appointed contractors (EAC) within certain guidelines. A complete listing of exclusive services and EAC guidelines will be provided in the Exhibitor Service Manual.
  - 24. Exhibitor Representatives/Badge Policy:** Exhibitor representatives are limited to personnel employed by the Exhibitor listed on the contract and its named participants who have been deemed appropriate. Badges permit individuals to access the trade show floor at designated times and act as registration for all other events and sessions throughout Sports ETA Symposium, unless otherwise stated. There is no limit on the number of representatives that an Exhibitor can bring to staff the booth and participate at the event as long as those personnel have registered and paid the appropriate registration fees.
  - 25. Care of Exhibit Facility:** Exhibitor shall promptly pay for any and all damage to the Exhibit Facility or associated facilities, booth equipment or the property of others caused by the Exhibitor or any of its employees, agents, contractors or representatives.
  - 26. Taxes and Licenses:** Exhibitor shall be solely responsible for obtaining any licenses, permits or approvals under Federal, State, or local law applicable to its activities at the Event. Exhibitor shall be solely responsible for obtaining any necessary tax identification numbers and permits and for paying all taxes, license fees, use fees, or other fees, charges or penalties that become due to any governmental authority in connection with its activities at the Event.
  - 27. Observance of Laws:** Exhibitor shall abide by and observe all Federal, State and local laws, codes, ordinances, rules and regulations of the Exhibit Facility (including any union labor work rules). Without limiting the forgoing, Exhibitor shall construct its exhibits to comply with the Americans with Disabilities Act.
  - 28. Assumption of Risks; Release:** Exhibitor expressly assumes all risk associated with, resulting from or arising in connection with Exhibitor's participation or presence at the Event, including, without limitation, all risks of theft, loss, harm or injury to the person (including death), property, business or profits of Exhibitor, whether caused by negligence, intentional act, accident, Act of God or otherwise. Exhibitor has sole responsibility for its property or any theft, damage or other loss to such property (whether or not stored in any courtesy storage areas), including any subrogation claims by its insurer. Neither organizer nor the Exhibit Facility accepts responsibility, nor is a bailment created, for property delivered by or to the Exhibitor. Neither the Organizers, nor the Exhibit Facility, nor any of their respective officers, directors, shareholders, agents, employees, representatives, or assigns, shall be liable for, and Exhibitor hereby releases all of them from, and covenants not to sue any of them with respect to, any and all risks, damages and liabilities described in this paragraph.
  - 29. Exhibitor Service Manual:** Approximately 45 days from the Event, an Exhibitor Service Manual will be available to the first registered attendee as designated on the Vendor Registration Form. The Exhibitor Service Manual will include information integral to the organization's participation at the Event, including but not limited to: additional Exhibitor Rules and Regulations, official contractor order forms, registration, shipping and drayage, utilities and building services, decorator, audio/visual, exhibitor display rules and move-in/move-out schedules, and insurance information.
  - 30. Incorporation of Rules and Regulations:** Any and all matters pertaining to the Event not specifically covered by this Contract and the rules and regulations as described in the Exhibitor Service Manual, shall be subject to determination by the organizer. Organizer may adopt rules or regulations from time to time governing such matters and may amend or revoke them at any time, upon reasonable notice to the Exhibitor.
- By initialing this Contract, the authorizer acknowledges (on behalf of the aforementioned organization) that the organization understands the Terms and Conditions for participation in *2025 Sports ETA Symposium* and agrees to abide by these terms.