1. DEFINITIONS
The following terms have the following meanings as use in these Rules and Regulations:

- **HLC**—Higher Learning Commission
- **Participant**—The entity contracted to exhibit, including any employees, agents, contractors or representatives of the entity
- **Connection Hub** (sometimes referred to as the Exhibitor Program or the exhibit area)—The area in which Participants exhibit
- **Annual Conference**—The 2020 HLC Annual Conference
- **Hotel**—Hyatt Corporation, d/b/a Hyatt Regency Chicago.

2. ELIGIBLE PARTICIPANTS
All Participants are entitled to participate in the Exhibitor Program at the sole discretion of HLC. HLC reserves the right to exercise its sole discretion in the acceptance or refusal of applications for the Exhibit Program. The Exhibit Program provides an opportunity to promote products and services either specifically designed for or customarily used in higher education administration. The Exhibit Program is held as a means of informational exchange. Sales and order taking are strictly prohibited. HLC reserves the right to immediately terminate the participation of any Participant for failure to abide by these Rules or Regulations or for other reasonable cause, without refund, as determined in the sole discretion of HLC.

3. LIMITATION OF LIABILITY
Participant shall be fully responsible for any and all damages to property owned by HLC, Chicago Hotel Venture, Kato Kagaku Company, Ltd., or the Hyatt Regency Chicago, including each party's owners or managers, which results from any act or omission of the Participant.

Participant agrees to defend, indemnify, and hold harmless HLC, Chicago Hotel Venture, Kato Kagaku Company, Ltd., and Hyatt Corporation, d/b/a Hyatt Regency Chicago, including each party's agents, employees, owners, managers, officers or directors, subsidiaries and affiliates (hereinafter collectively called Indemnities) for any losses, costs, damages, liability, charges, fees, or expenses (including, but not limited to, attorney's fees and court costs) arising from or out of or by reason of Participant's use of the exhibit area, the Hotel or any part thereof. This includes, but is not limited to any accident or bodily injury or other occurrences to any person or persons and violations of any law or ordinance.

Participant hereby waives any right and all claim for damages against the Indemnities.

4. RULES AND REGULATIONS
These Rules and Regulations are to be construed as a part of the agreement between the Participant and HLC. HLC reserves the right to interpret all matters and questions not covered by these Rules and Regulations. The Participant agrees that HLC shall have the right to make such additional rules and regulations or changes in arrangements as it shall deem necessary, and to amend same from time to time, and all amendments shall be equally binding on all parties affected by them as the original Rules and Regulations. In the event of any amendments or additions to these Rules and Regulations, HLC will give written notice to those Participants affected by them. HLC shall have the final determination and enforcement of all rules, regulations, and conditions.
5. EXHIBIT RATES AND PAYMENT
Exhibit booth and sponsorship rates, as well as application and payment deadlines, are published on the Exhibitor Program application website and in the Sponsor and Exhibitor Prospectus. Submitted applications must be accompanied by full payment to hold each exhibit space. Fees paid by credit card will be charged upon completion of the application. Fees paid by check will be invoiced upon acceptance of the application. Payment is due upon receipt of invoice. Exhibit booth reservations will not be confirmed for future annual conferences if there are any outstanding amounts due from previous conferences.

6. ASSIGNMENT OF SPACE
HLC will confirm exhibit space in writing upon receipt of payment and will assign exhibit space once the floor plan is finalized. Exhibit booth space will be assigned in the order that reservations and required deposits and/or payments are received. All space assignments are made at the sole discretion of HLC.

7. SHARING OF SPACE
Participants may not share or assign any space allotted to them to other Participants or others. HLC reserves the right to subdivide any space.

8. INSTALLATION OF EXHIBITS
The Connection Hub schedule will be published in the prospectus on the HLC website and in the Annual Conference program book and mobile app. The published schedule will indicate the date and time of exhibit installation and setup. All exhibits must be fully operational by the date and time indicated on the published schedule. Should any reserved space remain unoccupied at the time the exhibit area is scheduled to be open to the attendees on the opening day, or for any time thereafter, HLC reserves the right to reassign such space to any other applicant or to eliminate such space, and no refund shall be made to the Participant.

9. RELOCATION OF EXHIBITS
All or any part of the space herein above designated is subject to reassignment and rearrangement by HLC for the purpose of consolidation or for any reason. HLC reserves the right to alter the official floor plan and/or reassign any Participant’s booth location as deemed necessary in its sole discretion. The judgment of HLC with respect to such reassignment or rearrangement of space shall be final, although the total square footage occupied by the Participant shall not be reduced or increased substantially without the consent of the Participant. If space is substantially reduced or increased, the amount payable shall be adjusted accordingly.

10. ADVERTISING AND DISPLAY
For all goods or services other than those used in the regular course of business, the Participant may only advertise, market or display goods or services manufactured, distributed or sold by the Participant or by its subsidiaries.

11. DECORATOR
HLC will select an official exhibition decorator. Prior to the Annual Conference an Exhibition Services Manual will be provided to each exhibiting company including forms, rates and instructions related to drayage and labor. The Hotel will not accept direct shipments for storage and/or delivery of display materials.

12. STORAGE OF CRATES AND BOXES
The Fire Marshall prohibits storage of any crates or boxes in the exhibit area during the Annual Conference, but these, when properly marked, will be stored and returned to the Participant by the exhibition decorator during tear-down. It is the Participant’s responsibility to mark and clearly identify all crates or boxes. Crates or boxes not properly marked may be destroyed by representatives of the exhibition decorator and/or the Hotel.

13. EXHIBIT SPACE SPECIFICATIONS AND LIMITATIONS
Exhibit space construction and designs are limited to Inline. Inline exhibit booth size is 10’x10’. In order to allow unobstructed view of neighboring booths, participants are not permitted to have their backdrops exceed eight feet (8’) in height, nor can they protrude more than thirty inches (30”) from the back wall line, nor can side walls exceed thirty-six (36”) inches. The reverse side of any wing panel extending from the back wall of the display must be finished in order to avoid a raw exposure to a neighboring booth. HLC will enforce these regulations.

HLC shall supply, at no charge to the Participant over the regular space rental fee, the following standard decorations for each Participant’s space: eight-foot
(8’) high curtain background; thirty-six inch (36”) high sidewalls; one (1) black-on-white, 7” x 44” company identification sign; a six-foot (6’) draped display table; two (2) side chairs; and one (1) wastebasket.

The exhibit area is carpeted. Fire Marshall regulations prohibit storage of boxes or containers behind drapes, underneath tables, or in a Participant’s exhibit space. All exhibits and floor coverings contained therein must be confined to the spatial limits of their respective booths as indicated on the floor plan. No portion of a booth or its related parts, contents or signage may be suspended from the ceiling of the exhibit area.

14. PERMISSIBLE EXHIBITOR ACTIVITY

Participants may not allow any articles to be brought into the property or allow any act done on the premises which will invalidate the insurance or increase the premium on the policies held by the management of the property, nor permit anything to be done through which act the premises, property or equipment of other Participants will be damaged. Participants may not make sales or take orders in the display area or within other Annual Conference facilities provided. Promotional activity is limited to the confines of the space assigned by HLC.

No signs or articles can be affixed, nailed or otherwise attached to walls, doors, etc., in such a manner as to deface or destroy them. Likewise, no attachments can be made to the floors by nails, screws or any other devices that would damage them. No outside food or beverage is permitted in the exhibit area.

Alcoholic beverages may not be displayed or served in any booth or elsewhere in the exhibit area. Use of propane, butane or other combustible bottled gas is prohibited. Helium balloons are not permitted.

Extremely loud noises, such as bells, sirens, buzzers, etc., will not be permitted in order to maintain a businesslike atmosphere. All space is offered subject to these restrictions. The Participant must, at his or her own expense, maintain and keep in good order the exhibit space. The Participant must surrender the booth and space occupied by it to HLC in the same condition as it was at the commencement of the occupation, ordinary wear excepted.

15. ADMITTANCE TO EXHIBIT AREA

An official HLC Annual Conference badge is required to obtain admittance to the exhibit area. No Participant shall be permitted to enter the exhibit area until one hour prior to the official opening hour, nor be allowed to remain later than one hour after the official closing hour, except on the first and last day of the exhibition or with the prior permission of HLC. No one under the age of 18 will be admitted to the exhibit area. No pets are allowed in the exhibit area.

HLC reserves the right to refuse admittance to and eject from the exhibit area or from any space therein any person or persons engaged in objectionable behavior, as determined in the sole discretion of HLC.

16. ANCILLARY EVENTS

Participants may not schedule other events such as breakfasts, luncheons, dinners or hospitality receptions during official HLC program hours without prior written permission granted by HLC. Additional fees to host ancillary events may apply.

17. ACCESSIBILITY

All exhibits must be accessible to individuals with disabilities and in compliance with the Americans With Disabilities Act and any other applicable laws.

18. INDIVIDUAL DRAWINGS AND PROMOTIONS

Participants seeking to conduct a drawing, contest or prize giveaway will be permitted to do so only with prior written approval from HLC. The Participant may be asked to sign a separate agreement with HLC concerning such activity.

19. CIRCULARS AND OTHER PROMOTIONAL MATERIALS

Circulars or other promotional materials may be distributed only by Participants and only from the Participant’s assigned space. Distribution of small plastic bags is permissible. HLC reserves the right to discontinue distribution of materials that may be deemed as not contributing to the educational nature of the Exhibitor Program or as hazardous or offensive to other Participants, attendees of the Annual Conference, or HLC.
20. INSPECTIONS, COMPLIANCE WITH LAWS
All materials, installations and operations of the Participant must comply with the requirements of all inspection and other governmental authorities having jurisdiction and with all applicable laws, ordinances and regulations.

21. MUSIC
Live music will not be permitted to be played in the exhibit area by any Participant during the course of the Annual Conference. Each Participant assumes sole responsibility for any required reporting of recorded music that is utilized for background or foreground music, or as part of audio presentations, etc., which includes but is not limited to records, tapes, CDs, broadcasts, satellite signals, and/or cablecasts. This responsibility extends to payment by the Participant of any applicable fees resulting from such presentations.

22. SECURITY
HLC will provide such security as it deems necessary during the installation, exhibition and dismantling periods. This service, however, should not be construed as an obligation to protect the property of Participants, which remains the sole possession and responsibility of each Participant. HLC is not liable for property left unattended or not securely stored in exhibit space before, during or after exhibit area open hours.

23. EXHIBIT TEAR-DOWN
The published Connection Hub schedule will indicate the date and time of tear-down of exhibits, unless otherwise posted. No part of a display shall be dismantled nor materials removed during the Annual Conference without prior written permission from HLC. Violation of this term will result in a $250 early dismantling fee. If spaces are not vacated according to the scheduled deadline, HLC reserves the right to remove materials and charge the expense to the Participant.

24. ENDORSEMENTS AND USE OF HLC MARKS
If Participants provide premium donations to Annual Conference attendees, Participant must expressly inform attendees that there is no expressed or implied endorsement or warranty by HLC of the Participant or of the product, service or item.

The HLC logos, including the leaf, are reserved for HLC-produced materials. HLC logos and images are not to be used on materials or websites presented by Participants. This includes prohibition of the logo use in social media posts and other digital reproductions not originating from HLC. HLC will provide an Annual Conference Exhibitor logo, distributed to Participants upon request, which shall be the only logo used by Participants to represent their participation in the Annual Conference in any medium.

25. CONSENT TO USE OF PHOTOGRAPHIC IMAGES
By participating in the Annual Conference, Participants grant permission to HLC and its designees to photograph their image and the right to use, publish, and reproduce such images in all media, including digital media, for the purpose of promoting HLC and its programs and events, and other purposes in accordance with HLC’s mission. Participants will have no approval rights with respect to the use of these images and will not be entitled to any compensation or royalties for their use.

26. INSURANCE
Participants shall carry, and shall require any of its independent contractors to carry, $1 million in commercial general liability insurance to cover exhibit materials against damage and loss and liability insurance against injury to the person and property of others. The certificate of insurance can be furnished to HLC along with the Exhibitor Program Application, or it can be submitted separately to HLC by the date indicated on the Application. HLC shall not be obligated to carry any insurance for the benefit of the Participant.

If proof of insurance is not received from Participant at least seven (7) working days prior to the opening of the Connection Hub, HLC reserves the right to terminate this Agreement and to prohibit Participant from displaying at the Annual Conference. HLC will retain the nonrefundable deposit.

27. CANCELLATIONS/WITHDRAWALS
Cancellation of space(s) must be received in writing to HLC prior to the deadline indicated on the Exhibitor Program application website. Refunds, less $1,000 per exhibit space, will be made at the discretion of HLC in very limited cases. In no case will a refund be made for a cancellation received on or after the deadline indicated on the Exhibitor Program application website. Telephone cancellations will not be accepted. HLC will confirm, in writing, receipt of all written cancellation notices. Only
confirmed cancellations will be considered valid.

28. COLLECTION POLICY
The Participant agrees to pay any and all costs incurred by HLC to collect any and all portions of fees and dues owing to HLC that have not been paid in full prior to opening the Connection Hub. Failure to pay all fees by the due date indicated on the invoice entitles HLC to cancel the reservation and retain the nonrefundable deposit. No Participant or its display materials will be allowed into the Connection Hub until the Participant has made final payment to HLC.

29. TERMINATION OF EXHIBITOR PROGRAM
If HLC determines, in its sole discretion, that the premises where the Connection Hub and/or the Annual Conference is to be held have become unfit for occupancy, if the premises are materially interfered with, or if it otherwise becomes impossible to hold the Annual Conference by reason of strike, embargo, injunction, act of war, terrorism, act of God, any other emergency, or any act or event not the fault of HLC, HLC may terminate the Exhibitor Program. In the event of such termination, the Participant waives any and all damages and agrees that HLC may, after deducting all costs and expenses, including a reserve for claims, refund the Participant, as a complete settlement and discharge of said Participant’s claim and demands, its pro rata amount of all monies paid by all Participants.

30. DATA PRIVACY
HLC will not provide the Annual Conference attendees’ contact information to any Participant, except in the case of Platinum Sponsors. Platinum Sponsors will receive a list of email and postal mail addresses of attendees who have opted to allow HLC to share this information via the Annual Conference registration system. This list shall be provided by HLC to the sponsor only once, upon request. All Participants receiving such information shall abide by the terms of HLC’s Privacy Notice in their use of attendees’ personal data and shall inform attendees whose data they possess of their Data Subject Rights with respect to Participants.