



EXHIBITOR RULES AND REGULATIONS

2021 HLC Annual Conference

April 5 – 9 | Crisis and Community

1. DEFINITIONS

The following terms have the following meaning as used in these Rules and Regulations:

- **HLC** – Higher Learning Commission
- **Participant** – The entity contracted to virtually exhibit, including any employees, agents, contractors or representatives of the entity
- **Virtual Exhibit Hall** – The virtual area in which all Participants exhibit
- **Virtual Booth** – The virtual area in which Participant shares its company information

2. ELIGIBLE PARTICIPANTS AND USE RESTRICTIONS

All Participants are entitled to participate at the sole discretion of HLC. HLC reserves the right to exercise its sole discretion in the acceptance or refusal of applications. HLC reserves in its sole discretion the right to refuse participation from the Virtual Exhibit Hall any objectionable or undesirable person. The Virtual Exhibit Hall provides an opportunity to promote products and services either specifically designed for or customarily used in higher education administration. The Virtual Exhibit Hall is held as a means of informational exchange. Sales, product demonstrations 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 AND INDEMNIFICATION

Participant agrees to make no claim for any reason whatsoever against HLC for loss, theft, damage, or destruction of goods; nor for any injury, including death, to himself, employees, agents or representatives; nor for any damage of any nature, including damage to its business for failure to provide the Virtual Exhibit Hall or to hold the event as scheduled; nor for any action or omission of HLC. Participant is solely responsible for their own Virtual Booth material/products and shall, as it deems necessary, insure exhibit and products from loss or damage from any cause whatsoever. It is understood that all property of Participant is in their care, custody, and control in transit to, or from, or within the confines of the Virtual Exhibit Hall. HLC shall bear no responsibility for the safety of the exhibitors, their personnel, employees, agents or representatives or personal property. HLC is not liable for any loss sustained by participant as a result of participant's access of the event website, including the Virtual Exhibit Hall, or as a result of any failure of utilities, breakdowns, software errors, incomplete or inaccurate transfer of information.

Participant agrees to defend, indemnify, and hold harmless HLC and its 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 Virtual Exhibit Hall. This includes, but is not limited to any claims of infringement, data security and data privacy claims, or 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 Participant and HLC. HLC reserves the right to interpret all matters and questions not covered by these Rules and Regulations. 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. ENFORCEMENT OF RULES AND REGULATIONS

Anyone found in violation of these rules and regulations may be subject to any or all of the following remedies at the sole discretion of the HLC:

- The Virtual Booth is deactivated and eliminated from the Virtual Exhibit Hall until the situation is remedied.
- The Virtual Booth is deactivated and removed for the remainder of the event.
- Exclusion from exhibiting at future HLC meetings and events.

6. EXHIBIT RATES AND PAYMENT

Virtual 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 Virtual Booth. 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.

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 the event. 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 will be allowed to establish a Virtual Booth until the Participant has made final payment to HLC.

Reservations will not be confirmed for future events if there are any outstanding amounts due from previous events.

7. ASSIGNMENT AND RELOCATION OF VIRTUAL BOOTHS

HLC will confirm Virtual Booth reservations in writing upon receipt of payment and will assign a Virtual Booth once the Virtual Exhibit Hall is finalized. Virtual Booth assignments will be prioritized by sponsorship or exhibitor package purchased. All Virtual Booth assignments are made at the sole discretion of HLC.

All or any part of the Virtual Booth is subject to reassignment and rearrangement by HLC for the purpose of consolidation or for any reason. HLC reserves the right to reassign any Participant's Virtual Booth location as deemed necessary in its sole discretion. The judgment of HLC with respect to such reassignment or rearrangement shall be final.

8. SHARING OF VIRTUAL BOOTHS

Participants may not share or assign any Virtual Booth allotted to them to other Participants or others. Participant may not assign, sublet or apportion the whole or any part of the Virtual Booth. Participants may not represent, advertise or distribute literature for the products or services of any other firm or individual in the Virtual Booth. The use of the Virtual Booth is strictly limited to Participant.

9. ANCILLARY EVENTS

Participants may not invite attendees to or host attendees in any other virtual spaces outside of the event platform during official hours of the event

without prior written permission granted by HLC.

10. 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. Participant may be asked to sign a separate agreement with HLC concerning such activity. Participants having a contest or drawing of any kind must follow all governmental laws, ordinances, rules and regulations. It is Participant's responsibility to make sure they correctly follow all rules and regulations related to drawings and promotions. Any violations will be the sole expense and fault of the exhibitor. HLC is not responsible or liable for any contests, drawings or giveaways held prior, during or after the meeting.

11. STAFFING AND USE OF SPACE

All Participant activities must be confined to the limits of Participant's allocated Virtual Booth and must not interfere with the activity of other Participants or attendees. Solicitation of attendees of any kind by Participant on the virtual event platform outside of Participant's Virtual Booth is prohibited. Virtual Booths must remain staffed during published Virtual Exhibit Hall times.

12. CANCELLATIONS/WITHDRAWALS

Cancellation of reservation(s) must be received in writing to HLC prior to the deadline indicated on the Exhibitor Program application website. Refunds, less \$1,000 per Participant 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 in 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.

13. NO-SHOW POLICY

A Participant will be considered a no-show if its Virtual Booth is not prepared for virtual viewing and otherwise fully operational by March 3, 2021. Participant shall be deemed to have cancelled their contract for the event and will forfeit their Virtual Booth. Should any Virtual

Booth remain unoccupied at the time the Virtual Exhibit Hall is scheduled to be open to the attendees on the opening day, or for any time thereafter, HLC reserves the right to reassign or eliminate the Virtual Booth, and no refund shall be made to Participant.

13. USE OF EXHIBITS AND EXHIBIT FACILITIES

All Virtual Booths shall serve the interest of the members and delegates of HLC and shall be operated in a way that will not detract from other exhibits, the exhibition, or the event as a whole. HLC reserves the right to remove any Participant's Virtual Booth that HLC believes to be detrimental to the purpose of the meeting. Any infringement of this regulation will result in the prompt removal of the offending Participant from the Virtual Exhibit Hall.

14. ACCESSIBILITY

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

15. ENDORSEMENTS AND USE OF HLC MARK

If Participants provide premium donations to event attendees, Participant must expressly inform attendees that there is no expressed or implied endorsement or warranty by HLC of 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, including 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 exhibitor logo, distributed to Participants upon request, which shall be the only logo used by Participants to represent their participation in the event in any medium.

16. CONSENT TO USE OF PHOTOGRAPHIC IMAGES AND RECORDINGS

By registering for, attending, or participating in this event, Participants grant permission to HLC and its

designees to record the event and to photograph their image. Participants grant HLC the right to use, reproduce, and publish such recordings and 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 understand that they 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.

17. RECORDING

Participant will not record any interactions with event attendees during the event, including those occurring within the Virtual Booth or those occurring in other video conferencing applications. This includes, but is not limited to, screen shots, audio recording and video recording.

18. USE OF MUSIC

A Participant who uses copyrighted music as part of, or in conjunction with, any junction connected with this event represents that they have obtained any necessary permission required for such use and will be responsible for the payment of any associated fees.

19. TERMINATION OF EXHIBITOR PROGRAM

If HLC determines, in its sole discretion, that it is impracticable, illegal or impossible to host the Virtual Exhibit Hall or the event due to acts of God, war or threat of war, governmental regulations or advisories, recognized health threats as determined by the World Health Organization, the Center for Disease Control, or local government authority or health agencies (including but not limited to health threats of COVID-19, H1N1, or similar infectious disease), pandemic, outbreak, acts or threats of terrorism, disaster, strikes or labor disputes (except by terminating party), civil disorder, curtailments of transportation facilities (which prohibit 25% or more of the meeting delegates from attending the meeting), failure of utilities, or other comparable unforeseeable emergency, HLC may decide not to host the Virtual Exhibit Hall or the event. All amounts paid by Participant will be applied as a

credit towards future events. Any costs incurred by Participant will be the sole responsibility of Participant.

20. DATA PRIVACY

HLC will not provide attendees' contact information to any Participant, except in the following circumstances:

1. Participants who are Platinum Sponsors and Gold Sponsors will receive contact information (name, email, institution) for all attendees who have opted to allow HLC to share this information via the event registration system. This list shall be provided by HLC to the sponsor only once, upon request.
2. Participants who are Platinum Sponsors, Gold Sponsors and Silver Sponsors will receive contact information (name, email address, institution) for attendees who visit their Virtual Booth, as well as a report about the number of times each attendee visited the Virtual Booth.
3. All Participants will receive contact information (name, email address, institution) for attendees who requested additional information from the Virtual Booth.

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.