The rules and regulations contained herein are part of all virtual exhibit contracts. The Society of Motion Picture and Television Engineers, Inc. (SMPTE) reserves the right to enforce these rules and regulations, as well as to make final decisions on all points covered or not covered in these rules and regulations. SMPTE reserves the right to decline or remove any exhibit/company that, in its judgment, is not suitable or not keeping with the character of the exhibition. At its discretion, SMPTE may accept or reject any application for virtual exhibit space. SMPTE shall have full authority to interpret or amend these rules, and its decision is final.

SHOW MANAGEMENT
Society of Motion Picture and Television Engineers (SMPTE)
445 Hamilton Ave, Suite 601, White Plains, NY 10601 USA
Phone: +1.914.761.1100
www.smpte.org

The term “Show Management” used herein and in subsequent regulations shall mean the Society of Motion Picture and Television Engineers (SMPTE), its agents or employees acting for it, and the management of the exhibit hall.

REFUNDS, CREDITS, AND CANCELLATIONS
All cancellations must be made in writing via email to Wes Simpson (wsimpson@smpte.org) and Joyce Cataldo (jcataldo@smpte.org).

Virtual Exhibit Booth Fees are required to secure a space and are non-refundable. Any reduction in the Exhibit booth package reserved will be treated as a cancellation of that portion of the reserved space and will be subject to the terms of the cancellation policy.

In the case of Exhibitors who had committed to booth space at the SMPTE 2020 Conference at the Westin Bonaventure, SMPTE has amended contracts and policies to allow for usage of the non-refundable deposit to be applied to a virtual booth, or to another SMPTE event or product, see below:

1. Use booth deposit/payment for one of the virtual exhibit packages for SMPTE 2020
2. Apply 2020 booth deposit to SMPTE 2021 to be held in October 24-27 at the Loews Hollywood venue
3. Use credit for other SMPTE products such as a SMPTE 2020 sponsorship or company membership dues

NO-SHOW POLICY
An exhibiting company will be considered a no-show if its virtual booth space is not prepared for virtual viewing November 6, 2020. The exhibitor shall be deemed to have cancelled their Exhibit Space
Contract for SMPTE 2020 and will forfeit their space. The virtual exhibit space may be assigned to another exhibitor or used by Show Management. SMPTE will not provide a refund to the exhibitor.

**BOOTH DESIGN AND SERVICES**
The Exhibitor will have the opportunity to design their virtual exhibit space following the brand guidelines and template provided via the virtual platform. Further information will be provided under separate cover.

**STAFFING, USE OF SPACE AND SUBLETTING**
Exhibits must remain staffed at all times during scheduled exhibition hours. All Exhibitor activities must be confined to the limits of Exhibitor’s allocated exhibit space and virtual meeting room (if applicable) and must not interfere with the activity of other exhibitors. No exhibitor shall sublet, assign or share any part of their exhibit space.

Exhibiting Companies may register any Staff participating in their virtual booth at no charge. These “Exhibit Staff” registrations will include access to the Exhibit Hall and Sponsor Showcase, Daily Roundtable Discussions, Social Events, PLUS access to the full library of On Demand ONLY content and select Live Sessions. Access to the full conference session program is not included. In addition, all individuals registered as Exhibit Staff will have full access to provide information for and edit the materials in the virtual booth and website profile listing. The number of badges issued to each exhibitor can be limited by SMPTE where such action is deemed necessary.

Exhibitors wishing to attend the full conference program may purchase an All Access package, at a discounted Exhibitor rate, equivalent to the SMPTE Member rate.

**CONDUCT RESTRICTIONS**
Contests, lotteries, raffles, and games of chance within the booths must be approved by SMPTE in advance. In the event of dispute, SMPTE’s ruling is final. Character of the exhibits is subject to the approval of SMPTE. SMPTE reserves the right to refuse applications not meeting standards required or expected, as well as the right to curtail exhibits or parts of exhibits which reflect poorly upon the character of the meeting. Non-professional products or services are not to be displayed. Exhibitor shall not in any manner indicate that an SMPTE endorsement or approval of Exhibitor’s product or service has been given by the SMPTE merely because the SMPTE has approved such product or service for display.

**SMPTE LOGO**
The SMPTE logo is the property of the SMPTE and may not be used without the permission of Show Management.

**LIMITATION OF LIABILITY**
Exhibitor agrees to protect, save, and keep SMPTE, Hubb (the event platform), and each of their employees, directors, officers, successors, assigns and agents forever harmless from any damage or charges imposed for violation of any law or ordinance by the exhibitor, his/her employees or agent(s). Exhibitor shall at all times protect, indemnify, save and keep harmless SMPTE, Hubb, each of their employees, directors, officers, successors, assigns and agents from and against all costs (including reasonable attorney's fees), losses, expenses or liabilities to third parties arising from any act or omission
(negligent or otherwise) of the exhibitor or its representatives in connection with the exhibitor’s participation in the SMPTE Technical Conference & Exhibition.

PROTECTION OF PROPERTY RIGHTS
The exhibitor represents and warrants to SMPTE that no materials used in or in connection with its exhibit infringe upon the trademarks, copyrights (including, without limitation, copyrights of music and other materials used or broadcast by exhibitor) or other intellectual property rights of any third party. The exhibitor agrees to immediately notify SMPTE of any information of which exhibitor becomes aware regarding actual or alleged infringement of any third party's trademarks, copyrights or other intellectual property rights. The exhibitor agrees to indemnify, defend and hold SMPTE, its employees, directors, officers, successors, assigns and agents harmless from and against all losses, damages and costs (including reasonable attorney's fees) arising out of, or related to, claims of infringement by exhibitor of the trademarks, copyrights and other intellectual property rights of any third party. The exhibitor agrees that SMPTE shall not be liable for and recognizes SMPTE's disclaimer of all liability for infringement or alleged infringement of the trademarks, copyrights or other intellectual property of any third party arising out of the actions of any exhibitor.

VIOLATIONS
Violation of any of these regulations on the part of the exhibitor, his employees or agents, shall annul the right to occupy space and such exhibitor will forfeit to SMPTE all monies that have been paid. Upon violation of any of these regulations on the part of the exhibitor, his employees or agents, SMPTE is given the right to deactivate the exhibit booth and eliminate it from the virtual trade show floor until the situation is remedied.

CANCELLATION OF EXPOSITION
It is mutually agreed that in the event of cancellation of the SMPTE Technical Conference & Exhibition, for any reason, this agreement will be terminated and SMPTE shall determine a reasonable and equitable basis for the refund of such portion of the exhibit fees as is possible, after due consideration of expenditures and commitments already made. The exhibitor agrees that SMPTE's determination of such refund will be controlling and further agrees to respect such determination as reasonable and equitable. The exhibitor agrees to hold SMPTE harmless and to fully indemnify SMPTE from any damages or charges or related costs that can arise for any reason under this section.

AMENDMENTS
All exhibit matters, and questions not covered in the prospectus, exhibitor kit and/or the exhibit contract are subject to the decision of Show Management. These rules and regulations may be amended or changed at any time by SMPTE, and all amendments and changes will be binding on all parties. Written notice of any amendments or interpretations shall be given to exhibitors. Each exhibitor, for himself, his agent, and employees agrees to abide by the contract conditions, rules and regulations set forth herein, or by any subsequent amendments or interpretations.