

## American College Health Association (ACHA) 2021 Annual Meeting Exhibitor Terms, Conditions, Rules, and Regulations

**AGREEMENT OF RULES:** By signing the application and contract for exhibit space, the exhibiting organization and all its representatives, associates, assistants, and principals [Exhibitors] agree to abide by all of the requirements published by ACHA on its website, email communications, or printed communications as well as all Terms, Conditions, Rules, and Regulations enclosed herewith. The signer of this contract agrees to be responsible for seeing that all Exhibitors abide by all terms.

**VIOLATIONS:** Each exhibiting organization has only a terminable license to exhibit. If an Exhibitor fails to comply with any term of this contract or lawful directive issued by ACHA in conjunction with operation of the digital exhibit space or conduct at the event, ACHA shall be entitled, at its sole discretion, to terminate this license to exhibit and immediately close the exhibit without notice or refund of payment and/or remove an Exhibitor's access to event sessions, sites, and/or apps.

All interpretations of the Terms, Conditions, Rules, and Regulations, staffing, and registration requirements, and any and all matters and questions not specifically covered therein are subject to the discretion of ACHA.

### TERMS, CONDITIONS, AND PURPOSES OF A COMMERCIAL EXHIBIT AT A CONTINUING EDUCATION EVENT

- This activity is for educational purposes only and will not promote any proprietary interest of an exhibiting organization (Exhibitor).
- The Accredited Provider (ACHA) is responsible for all decisions related to the educational activity. Exhibitors may not participate in any component of the planning process of an educational activity, including: assessment of learning needs; determination of objectives; selection or development of content; selection of planners, presenters, faculty, authors and/or content reviewers; selection of teaching/learning strategies; evaluation methods.
- All funds or other support associated with this activity will be given with the full knowledge and approval of the Accredited Provider (ACHA). No other funds from the Exhibitor will be paid to the program director, faculty/speakers, or other individuals involved with this educational activity.

### EXHIBIT CONTENT AND CONDUCT

- Marketing, advertising, promotion or sales activity may not take place before, during, or after an educational activity in the same room or space as the educational activity and may not be included within educational activity content (e.g., slides, handouts, enduring materials);
- All demonstrations, promotional activities, or engagements with attendees by exhibitors must be confined to the limits of the Exhibitor's assigned digital space or as granted acceptable by ACHA. Exhibitors may not approach or message attendees nor conduct attention-getting activity within the space where education is being delivered.
- Exhibiting companies will not schedule, conduct, or solicit attendance for events, presentations, demonstrations, or other group activity that are held at the same time as ACHA educational sessions.
- Other displays, personal conduct, or presentation methods not mentioned herein but that, at the sole discretion of ACHA, disrupt the activities of other Exhibitors or meeting participants or are deemed objectionable to attendees will not be permitted. Exhibitors are also obliged to comply with any additional rules or codes of conduct established by ACHA. Contact ACHA in advance of the meeting if there are any questions about planned exhibit content or activity.

**EXHIBIT ELIGIBILITY:** The application to exhibit is generally approved when the products and services offered by the exhibiting organization are related to the college/university health field and serve the professional interests of attendees to promote the general well-being and health of college students. ACHA reserves the right to decline any exhibit that it considers unsuitable or not within the general character of the meeting.

**SUBLETTING OR SHARING OF SPACE:** Exhibitors may not sub-license or share digital space with another organization, partner, subsidiary, or other organization, allow other companies to display products or literature, nor reassign or apportion the whole or any part of their assigned digital space.

**PRODUCT SALES:** Product sale within exhibit spaces are PROHIBITED, however, order taking is permitted if 1) the product or service is related to the college/university health field and serves the professional interest of attendees to promote the general well-being and health of college students and 2) exhibitor remains in compliance with all provisions under Exhibit Content and Conduct herein.

**DRAWINGS AND RAFFLES:** Drawings or raffles may be conducted provided they do not conflict in any way with ACHA's meeting program, local laws, or any condition of this contract.

**LIABILITY:** The Exhibitor hereby assumes entire responsibility for their actions or failures to act in any manner whatsoever. The Exhibitor shall indemnify and hold harmless the American College Health Association and each of its parents, subsidiaries, affiliates, employees, officers, directors, and agents from any and all liabilities, loss, costs, fees, expenses and damages, including any punitive damages and attorney fees arising out of or relating to any exhibitor's alleged action or inaction.

**USE OF ACHA IDENTITY, PRODUCTS, OR MATERIALS:** Exhibitors may not depict, reproduce, or distribute images of American College Health Association (ACHA) products or resources, including ACHA corporate or project names (including the acronym ACHA), logos, cover art, or other proprietary images or information belonging to ACHA in any form. Additionally, the contents of all material on ACHA websites ([www.acha.org](http://www.acha.org)), including the design and organization, are copyrighted by ACHA unless otherwise indicated. Content may not be reproduced, disseminated, published, or transferred in any form or by any means, except with the prior written permission of ACHA.

**EXHIBITOR STAFF REGISTRATION:** Exhibiting company representatives that wish to utilize the live chat roll in their exhibit space, attend meeting sessions and events, or have access to the meeting conference app must be properly registered for the meeting. Each exhibiting company receives three complimentary registrations which will be issued only to bona fide employees of the organization that is named on the exhibit application. Any additional registrations must be paid at the full registration rates.