

# ENLACE EXPO PACK RULES & REGULATIONS

Exhibitors understand and agree that the Enlace EXPO PACK Rules and Regulations are an integral and binding part of the Exhibitor's Showroom application and contract. Following these guidelines will help lead a successful show for all Enlace EXPO PACK exhibitors.

#### 1. SHOW MANAGEMENT.

Enlace EXPO PACK is property of EXPO PACK MÉXICO, S. A. DE C.V., hereinafter called Show Management. Enlace EXPO PACK is produced by SHOW MANAGEMENT and hereinafter referred to as the "Show". EXPO PACK MÉXICO, S. A. DE C.V. provide all show management functions and establish all show policies. The decisions of the Show Management will, in all cases, be final with respect to the use of any Exhibitor's Showroom. Each potential exhibitor is required to submit an application and exhibitor display contract. By doing so, the Exhibitor subscribes to the Enlace EXPO PACK Rules and Regulations, which is part of the Exhibitor's Showroom Application and Contract.

### 2. DIGNITY

Enlace EXPO PACK is intended to be a serious and worthy offering of valuable products and services for the packaging and processing industries.

Additionally, Exhibition Management may take any action it deems appropriate (including, but not limited to, expulsion from the show) against an Exhibitor for conduct detrimental to the Exhibition, as determined in the sole discretion of Exhibition Management.

#### 3. WHAT CAN BE DISPLAYED

The show is designed for the display and demonstration of packaging and processing machinery, packaging related converting machinery, packaging materials used with such machinery, materials used for protection purposes, contract packaging, containers containing a product for distribution industrial or consumer, material handling equipment. that is of a "fixed installation" nature, publications related to processing and packaging, and certain subsets and / or subsystems of machinery (including computer hardware / software) that will be demonstrated in a significant processing and packaging application. The phrase "demonstrated in a significant processing and packaging-related equipment for which the products were designed or must be displayed in a demonstration unit illustrating the processing and packaging function.

#### 4. PRODUCT DESCRIPTIONS

Any copy or content used by the Exhibitor to describe or promote himself or his machinery, equipment, materials, or other items that are exhibited in Enlace EXPO PACK, will not seek to attract customers with false pretenses, such as the use of the names of a competitor or competitive products or other keywords in a misleading way.

# 5. USE OF EXHIBITIONS

All exhibitors' showrooms will be operated in a manner that does not detract from other showrooms or the event as a whole. Show Management reserves the right to remove any showroom that it deems



detrimental to the purpose of the meeting. Any violation of this regulation will result in the prompt removal of the offensive exhibition company from Enlace EXPO PACK.

### 6. RECORDING POLICY

By exhibiting at Enlace EXPO PACK, the Exhibitor accepts the Enlace EXPO PACK Recording Policy. Enlace EXPO PACK strictly prohibits the recording (photographic, screenshot, audio and / or video), copying or downloading of educational sessions, exhibitor videos, on-demand product presentations and any other content not specifically mentioned here that is presented during the Enlace EXPO PACK event online.

# 7. COMPLIANCE WITH RULES AND REGULATIONS

Any Exhibitor found to be in violation of these rules and regulations may be subject to any or all of the following remedies at the sole discretion of Show Management and Enlace EXPO PACK:

- » The showroom is deactivated and removed from the online storefront until the situation is fixed,
- » The showroom is deactivated and removed for the remainder of the show,
- » Exclusion from exhibiting at future events.

# 8. GIFTS / CONTESTS / LOTTERIES

Any Exhibitor that has a contest or drawing of any kind must follow all government laws, ordinances, rules, and regulations. It is the exhibitor's responsibility to make sure they are properly following all rules and regulations. Any violation will be at the sole fault of the Exhibitor. Enlace EXPO PACK is not responsible for any contest, sweepstakes or raffle that takes place before, during or after the meeting.

# 9. EXHIBITION HOURS

The official showroom hours are as follows (exhibitors' showrooms will remain active for 5 months after the event):

- » TUESDAY, JUNE 8, 2021, 10:00 am 2:00 pm CDT
- » WEDNESDAY, JUNE 9, 2021, 10:00 am 2:00 pm CDT

# **10. PAYMENT AND CANCELLATION POLICY**

All sales are final. Show management will send an official contract and invoice after the online application Enlace EXPO PACK has been submitted. Full payment must be received before the date indicated in the contract. Exhibitor Showrooms will not be activated unless full payment has been received from Exhibitors Showroom. Payments under this Agreement will constitute payment solely for the online display program as described in the Enlace EXPO PACK 2021 application.

# 11. USE OF THE EXHIBITOR'S EXHIBITION ROOM

No Exhibitor will sublet, assign, or share any part of their assigned Exhibitor Showroom.

# 12. NO SHOW POLICY

An exhibiting company will be considered as no-show if its exhibitor showroom is not ready for online viewing before June 4, 2021. The exhibitor will be deemed to have canceled their exhibitor application / contract for Enlace EXPO PACK and you will lose your space. Show Management will not provide a refund to the Exhibitor.



### 13. FORCE MAJEURE

Compliance with this Agreement by either party is subject to acts of God, war, government regulation, disaster, fire, epidemic, threatened, or imminent strike, civil disorder, electrical or electronic failure, Internet interruption, restriction of transportation facilities, threats or terrorism. attacks or other similar occurrences beyond the control of the parties, making it illegal, impossible, or commercially impractical to host the Online Exhibits or fully comply with the terms of this Agreement. This Agreement may be terminated, or performance may be excused without penalty, for one or more of such reasons upon written notice from one party to the other.

#### 14. INDEMNIFICATIONS AND INSURANCE

The Exhibitor will indemnify and hold EXPO PACK MÉXICO, SA DE CV, its owners, agents, employees and related entities, harmless from any liability, expense or damage incurred by EXPO PACK MÉXICO, SA DE CV, its owners, agents, employees or related entities that arise from the conduct of the Exhibitor in relation to Enlace EXPO PACK, except to the extent that such responsibility, expense or damage is directly caused by gross negligence or willful misconduct of EXPO PACK MÉXICO, SA DE CV or other indemnified parties. Each party must maintain adequate and sufficient insurance to cover its obligations under this Agreement.

#### **15. LIMITATION OF LIABILITY**

EXPO PACK MÉXICO, SA DE CV, its owners, agents, employees, and related entities will not be liable to the Exhibitor in any way for claims, losses, expenses, or damages that arise from or are related to Enlace EXPO PACK or the Exhibitor. participation in Enlace EXPO PACK due to any act or omission of the Show Management or their respective employees or agents, or any third person, or any other exhibitor, whether due to breach of contract or guarantee, negligence or other injury, or strict liability, unless directly and solely caused by the gross negligence or intent of EXPO PACK MÉXICO, SA DE CV EXPO PACK MÉXICO, SA DE CV waives all warranties, express or implied, including, among others, the guarantees of merchantability and suitability for a particular purpose. EXPO PACK MÉXICO, S. A. DE C.V. It will not be liable to the Exhibitor for any indirect, special, or consequential damages, including loss of profits, whether based on a claim or contract action, guarantee, negligence, strict liability or otherwise, even if EXPO PACK MÉXICO, S.A. DE C.V. is aware of the possibility of it. Without prejudice to any other provision of this contract, the maximum responsibility of EXPO PACK MÉXICO, S. A. DE C.V. The exhibitor will in no case exceed the lesser of (i) the amount of the exhibition fees paid by the Exhibitor to EXPO PACK MÉXICO, S. A. DE C.V. or (ii) \$ 5,000; the recovery of said amount will be the sole and exclusive legal recourse of the Exhibitor. Any claim against EXPO PACK MÉXICO, S. A. DE C.V. by the Exhibitor not presented to EXPO PACK MÉXICO, S. A. DE C.V. Within thirty (30) days following the closing of the event, it will be waived forever, and no lawsuit or action will be brought against EXPO PACK MÉXICO, S. A. DE C.V. more than one (1) year after Enlace EXPO PACK.

#### 16. GENERAL

All matters and questions not covered by the Rules and Regulations are subject to the decision of the Show Management. The rules and regulations may be amended at any time by the Show Management, and all the amendments or additions that may be made will be equally binding on all affected parties as the original Rules and Regulations.



Likewise, the exhibitor gives their express consent for the collection, processing, transfer and use of their personal data described in the current privacy notice contained in the site www.expopack.com.mx

### 17. INTELLECTUAL PROPERTY LICENSE.

EXPO PACK MÉXICO, S. A. DE C.V. and the Exhibitor is the sole owner of all the rights, titles and interests of EXPO PACK MÉXICO, S. A. DE C.V. and the respective Exhibitor information, including that party's information, logo, trademarks, trade names, and copyrighted information, unless otherwise noted (collectively, "Intellectual Property"). EXPO PACK MÉXICO, S. A. DE C.V. and the Exhibitor hereby grants the other a limited and non-exclusive license to use part of the Licensing Party's Intellectual Property, including names, trademarks, and copyrights, in connection with promoting the Exhibitor program.

### 18. USE OF COPYRIGHTED MATERIAL

The exhibitor acknowledges that any live or recorded performance or use of copyrighted music, images, or videos, which occurs in their showroom, must be licensed by the appropriate copyright owner or agent. The exhibitor assumes full responsibility for obtaining the necessary licenses and undertakes to indemnify and hold harmless EXPO PACK MÉXICO, SA DE CV, its owners, agents, employees, and related entities, for any liability, damage, or expense in which incurred due to the exhibitor's failure to obtain said licenses.

# **19. COMMERCIAL DISPUTES WITH OTHER EXHIBITORS**

EXPO PACK MÉXICO, S. A. DE C.V. You have no obligation to select, evaluate or exclude as an Exhibitor any company based on its business practices. The Exhibitor will not attempt to oblige EXPO PACK MÉXICO, S.A. DE C.V. take action against a company with which.

The Exhibitor has a patent, trademark, or other commercial dispute. The Exhibitor will not seek legal recourse or remedy against EXPO PACK MÉXICO, S. A. DE C.V. and EXPO PACK MÉXICO, S. A. DE C.V. will not be responsible for the display of a product that infringes the patent, trademark, or other rights of the Exhibitor.

#### 20. HARASSMENT

Show Management wishes to create a welcoming environment at Enlace EXPO PACK and expects all participants to refrain from harassing behavior and speech, even in group chat rooms. Anyone who has been the target of harassment, or has witnessed harassment, is encouraged to notify Show Management staff. Show Management reserves the right to take any action it deems appropriate in response to such conduct by any person, including removing that person from Enlace EXPO PACK and prohibiting attendance at future events. Notwithstanding the foregoing, the Exhibitor and all Exhibitor personnel will be subject to the EXPO PACK Liaison Code of Conduct.