

2012 RI Convention Rotary Fellowships Booth Terms & Conditions

INTRODUCTION

To ensure your exhibiting experience at the Rotary International Convention ("Convention") is a success, please read the following Terms and Conditions ("Terms and Conditions") carefully. By submitting to RI a Rotary Fellowships Booth Application ("Application"), you ("Fellowship", "Exhibitor" or "Exhibitors") agree to abide by these Terms and Conditions set forth by RI. Your cooperation as exhibitors is greatly appreciated.

PURPOSE OF THE ROTARY FELLOWSHIPS EXHIBITION

The Rotary Fellowships Exhibition provides the opportunity to showcase Rotary Fellowships and to generate interest among fellow Rotarians. The following guidelines have been set to ensure the success of the Rotary Fellowships Exhibition.

HOUSE OF FRIENDSHIP (HOF) SCHEDULE

Early access wristbands and registration badges are required all day on Friday, 4 May and for admittance one hour prior to the daily opening Saturday, 5 May through Wednesday, 9 May. Early access wristbands and registration badges are required during booth dismantle/move out on Wednesday, 9 May.

Early access times for Saturday, 5 May through Wednesday, 9 May have been included below to the right of the date.

HOUSE OF FRIENDSHIP EXHIBIT SCHEDULE

Booth Installation/Set Up

09:00-18:00 Friday, 4 May 2012

House of Friendship Hours of Operation

10:00-18:00 Saturday, 5 May 2012 (09:00)

09:00-17:00 Sunday, 6 May 2012 (08:00)

09:00-18:00 Monday, 7 May 2012 (08:00)

09:00-18:00 Tuesday, 8 May 2012 (08:00)

09:00-16:00 Wednesday, 9 May 2012 (08:00)

Booth Dismantle/Move Out

16:00-18:30 Wednesday, 9 May 2012

**** Booths must be staffed during the core hours of 12:00-18:00 daily when applicable.****

Exhibit hours are subject to change. Official hours will be confirmed in a later communication if Applicant is awarded a booth(s).

SUBMITTING AN APPLICATION

Applicants must submit a completed Application by **Monday, 28 November 2011** to:

Rotary International
Attn: Kimberly Braam, IM100
One Rotary Center
1560 Sherman Avenue
Evanston, IL 60201-3698, USA
Fax: +1-847-328-9239 E-mail: exhibitor@rotary.org

****The contact person listed on the Application will receive an electronic notification from RI once the completed Application has been received and filed as complete. If you do not receive a confirmation of receipt within **three weeks** of submission, please contact RI. Following the confirmation of receipt, the Rotary International Programs Division may contact individual applicants for additional information.****

APPLICATION CHECKLIST

Before you submit your Application to RI, make sure that your application:

- Is signed and dated
- Includes a description of intended use of booth space (i.e. exhibit description, and booth personnel, etc.)
- Includes a list of items and descriptions if the fellowship intends to sell fellowship specific or event specific items from the booth.

SELECTION CRITERIA & ALLOCATION

Rotary International reserves the right to deny booth space based on the interest of Rotarians worldwide, exhibit characteristics, number of applicants, application completeness, and other criteria set forth by RI in its sole discretion.

All Fellowships applying for booth space must be in good standing with the RI Board of Directors.

All Fellowships must meet all guidelines set forth in Article 42.010 of the Rotary Code of Policies to be eligible to be allocated booth space or other formal involvement in the RI Convention.

All booths will be allocated after the Application deadline. The allocation of booth space is determined based on date of completed submitted application and is at the sole discretion of RI Convention Management. Applicants awarded a booth will receive electronic notification sent to the e-mail address provided on the Application. Booth notification will include the allocated booth number and information regarding the Exhibitor Service Kit.

RI will attempt to accommodate as many applicants as possible. Applicants not awarded a booth will be placed on a waiting list. Any available booth space will be allocated by RI to the first eligible fellowship(s) on the waiting list as space permits.

PROHIBITED ACTIVITIES

1. A Fellowship that is also a Rotary International licensed vendors is only permitted to sell merchandise from the RI allocated licensed vendor booth area of the House of Friendship and **cannot** sell merchandise from an awarded Fellowship booth.

2. RI permits a Rotary fellowship that is not otherwise licensed by RI to sell merchandise at RI mandated meetings so long as the fellowship meets the following requirements:

a) The products sold by the fellowship shall carry the fellowship's logo, or be event specific. Event-specific merchandise must contain the following: a) the fellowship name or logo, b) reference to the project, and c) the duration or date of such project. The merchandise may not contain the Rotary Emblem or other of the Rotary Marks without the use of the Fellowship name in close proximity to and equal prominence with a particular Rotary Mark.

b) The fellowship shall submit a list of items and descriptions (with convention application) to the general secretary for review in time to allow production for the Convention.

c) The fellowship shall agree to purchase its goods from Official Licensees whenever reasonably available, or otherwise obtain a written release from the RI Licensing Section.

d) Consistent with Board policy, the Fellowship shall ensure that revenue gained from such sales will be to promote the activities of

the fellowships and not be generated from a motive of profit. (*June 1998 Mtg., Bd. Dec. 348*)

Source: November 1995 Mtg., Bd. Dec. 79; November 1996 Mtg., Bd. Dec. 69; *Amended by June 2001 Mtg., Bd. Dec. 394*

The Fellowship must seek and receive approval for the design of all merchandise containing the Rotary Marks, which includes the Fellowship logo, during the Fellowship Booth Application process. Merchandise not included on the Application (submitted to RI on or prior to **28 November 2011**) is not authorized for sale at the Convention by the Fellowship and shall be confiscated by RI. The Exhibitor must be able to provide copies of written approval by the RI Licensing Section of such merchandise upon request at the Convention.

3. No groups that focus on fundraising will be allocated a booth by RI at the Convention. Per the Rotary International President and the Rotary International Convention Committee, absolutely no fundraising is permitted in the House of Friendship or adjacent exhibit area. Booths will be monitored for violators. Exhibitors failing to comply with this prohibition will be asked to leave the House of Friendship and denied the opportunity to exhibit at the 2013 Rotary International Convention.

4. Excessive noise will not be tolerated in Exhibitor booths. Exhibitors who fail to comply with RI Staff direction or regulations regarding music and audiovisual equipment sound levels will be asked to leave the House of Friendship and prohibited from exhibiting for the remainder of the Convention.

Exhibitor agrees that use of audio and video content in booth shall be appropriate for a general audience and agrees to refrain from using content that may be considered offensive or objectionable to such audience. In the event of a complaint from any person regarding the content used by the Exhibitor, RI will investigate. If RI determines, in its sole discretion, that the content is offensive RI will request Exhibitor to cease using such content. In the event Exhibitor refused RI's request or a subsequent complaint is filed against Exhibitor, RI reserves the right to shut off the power to Exhibitors booth until Exhibitor complies with RI's request or expel Exhibitor from the Convention.

5. Public exchange of monetary funds (collection of funds for fundraising) with the exception of membership dues and sale of products sold by the fellowship carrying the fellowship's logo and event specific logo.

6. Displaying or distributing exhibit-related materials (i.e. pamphlets) outside the House of Friendship.

7. Displaying exhibit-related materials outside Exhibitor assigned 10ft x 10ft (3m x 3m) booth.

8. Combustible materials, including but not limited to brochures, literature, give-aways, etc. within Exhibitor's booth is limited to a one-day supply. Please contact the show's official service contractor to make arrangements for storage.

9. Delivery of exhibit freight to booth spaces during the House of Friendship hours of operation.

10. IMPACT Exhibition and Convention Center cannot accept freight shipments or packages for exhibitors or contractors outside of the specified dates in the Exhibitor Service Kit. Freight must be consigned through the designated official service contractor as specified in the Exhibitor Service Kit. There are no exceptions to this policy.

11. Use of combustible, flammable and/or non-flame resistant materials in the construction of an Exhibitor booth is prohibited.

12. The rigging of overhead banners or wrapping/decorating of venue pillars or existing structures is prohibited.

BOOTH FURNISHINGS

Booth furnishings provided by Rotary International include the following:

- 10ft x 10ft (3m x 3m) shell scheme booth (height of display not to exceed 8ft)
- Fascia board displaying name and stand number
- Carpet
- One (1) reception desk
- Two (2) folding chairs
- One (1) wastebasket

LARGE EQUIPMENT/HEIGHT RESTRICTION

It is the Exhibitor's responsibility to inform Rotary International prior to move-in of any large items that will be included in the booth space (e.g. motorcycles or model yachts) or any special needs your booth might have. Please provide reasonable notice of such requests so that accommodations may be made during set-up on Friday, 4 May. Additional fees may be incurred by the Exhibitor to transport large items or equipment to assigned booth space. Additionally, all items or equipment transported to the booth space must remain in the space throughout the duration of the exhibition. Please consider when planning the construction of your booth the maximum height of 8'.

Exhibit booth design and displays are subject to the approval of RI in its discretion and RI reserves the right to prohibit designs and displays it finds objectionable. RI reserves the right to reject as unsuitable any such booth design, displays or arrangements made by the Exhibitor that do not conform with the spirit or decorum of the Convention.

The Exhibitor must comply with all laws, regulations and ordinances in force in the IMPACT Exhibition and Convention Center, City of Bangkok, Province of Nonthaburi and the country of Thailand with regard to booth design and display.

EXHIBITOR SET UP

Set-up is scheduled to begin on Friday, 4 May 2012 at 09:00. Exhibitors who fail to set up their booth by Saturday, 5 May 2012 at 10:00 may forfeit their booth space unless the absence is due to extenuating circumstances and RI Meetings staff is duly notified. RI reserves the right to remove the following items from an exhibit booth as a result of non-occupancy by Saturday, 5 May 2012 at 10:00:

- Booth signage
- Furniture
- Telecommunications, electrical and/or computer equipment

Reinstallation of the above items must be organized and paid for by the Exhibitor. RI shall have the right to take possession of said booth(s) and lease same, or any part thereof, to such parties and upon such terms and conditions that it may deem proper, without any rebate or allowance to the Exhibitor or releasing Exhibitor from any liability hereunder. Unoccupied booths will be reallocated on Sunday, 6 May 2012.

Delivery to the booths during set-up and tear down may only take place at the times stipulated in the HOF exhibit schedule above. Exhibitors must arrange for the unloading and transportation of equipment to and from the booth during approved times. Additional information regarding exhibitor set-up and other move-in policies will follow in the Exhibitor Service Kit. RI kindly asks that you read the Exhibitor Service Kit carefully as you will be billed for any services provided by the show's official decorator.

VEHICLE DOCK PASS

One (1) vehicle dock pass will be distributed to each Exhibitor regardless of booth dimensions. Exhibitors with "early access"

wristbands and convention registration badges will be allowed to use the vehicle entry pass to access the exhibit hall loading dock during House of Friendship booth set-up (Friday, 4 May) and booth move-out (Wednesday, 9 May) hours only. The vehicle dock pass must be displayed in the front windshield of the vehicle while accessing the dock. The vehicle dock pass will expire after the Exhibitor has been on the dock for thirty (30) minutes.

EXHIBITOR SERVICE KIT / SHIPPING MATERIALS

An Exhibitor Service Kit, provided by Rotary International's general service contractor, will be sent to the main Exhibitor contact person via the e-mail address provided on the booth Application. Any additional furnishings, materials, and services (i.e. shipping) not provided under the terms of these Terms and Conditions may be ordered as outlined in the Exhibitor Service Kit. RI kindly asks that you read the Exhibitor Service Kit carefully as you will be billed directly for any services provided by the show's service providers. Exhibitors must comply with and pay all freight drayage fees, as listed in the Exhibitor Service Kit. It is the Exhibitor's responsibility to determine and address the freight weight and subsequent drayage fees with the official decorator and/or the freight and shipping company before Exhibitor freight is moved.

Exhibit materials sent directly to the convention venue will not be accepted.

REGISTRATION

Rotarians and non-Rotarians staffing a RI booth within the House of Friendship (including: Projects, Rotarian Action Group, Fellowship and Committee and Resource Group booths) may register for the House of Friendship Exhibitor registration fee. Non-Rotarian and Rotarian House of Friendship Exhibitor registrants will be charged US\$50 per person before **Thursday, 1 March 2012** and US\$100 on-site. Exhibitor badges provide access to the House of Friendship only. Exhibitors who wish to attend plenary sessions, workshops or other official RI events must register via the official Convention registration form at the corresponding rate. Additional information regarding House of Friendship Exhibitor Registration will be distributed with the booth award letter.

EARLY ACCESS

Please be aware that set-up access to the House of Friendship is limited to ensure the safety and security of all attendees. As a result, two (2) "early access" wristbands will be provided to each 10ft x 10ft (3m x 3m) booth, to ensure a timely, safe and efficient set-up of booths in the House of Friendship.

"Early access" is defined as booth set-up day and one (1) hour prior to the official opening of the House of Friendship each day. Exhibitors with "early access" privileges are required to wear the "early access" wristband and registration badge at all times during booth set-up day and daily if access is necessary one (1) hour prior to the official opening of the House of Friendship.

Awarded applicants will receive an early access wristband form with their award letter to reserve two (2) early access wristbands. Two (2) "early access" wristbands will be distributed onsite at the Miscellaneous Registration Counter to those booth personnel designated by the booth organizer. It is the responsibility of the booth applicant to inform all booth personnel of registration and booth procedures and to ensure the correct distribution of the two (2) "early access" wristbands. There will be no exceptions.

Only two (2) "early access" wristbands will be provided for each 10ft x 10ft (3m x 3m) exhibit. Lost or misplaced wristbands will not be replaced. Additional wristbands may be purchased on-site during regular registration hours for a non-refundable fee of US\$25.00 each.

CANCELLATION

Notification of booth cancellation must be received in writing by RI and shall become effective when received by RI. Should an Exhibitor find it necessary to cancel its booth, written notification to RI. Please send written notification to RI by **Thursday, 1 March 2012** via e-mail to exhibitor@rotary.org. To accommodate your fellow Rotarians, kindly notify RI as soon as possible if you must cancel your booth so that RI can reallocate the space.

INDEMNIFICATION

Exhibitor shall defend, indemnify, and hold harmless Rotary International and The Rotary Foundation of Rotary International, including their directors, trustees, officers, committees, employees, agents, contractors, subcontractors, volunteers, and representatives ("Rotary Indemnitees"), from and against all claims, (including, without limitation, claims for bodily injury or property damage and trademark, copyright and patent infringement), demands, actions, damages, losses, costs, liabilities, expenses (including reasonable attorney's fees and other legal expenses), awards, judgments, and fines asserted against or recovered from Rotary Indemnitees or arising out of any act, conduct, omission, negligence, misconduct or unlawful act (or act contrary to any applicable governmental order or regulation) of Exhibitor, its owners, directors, officers, employees, contractors, subcontractors, agents or representatives in complying with this Agreement. The foregoing includes, without limitation, injury or damage to the person or property of Rotary Indemnitees, or any third party, whether or not subject to any policy of insurance.

INSURANCE

Exhibitors assume all responsibility for all items they provide in booths, including audiovisual equipment. RI does not provide any type of insurance coverage whatsoever to exhibitors, which includes, but is not limited to, not providing insurance coverage for the contents of Exhibitor booth, nor the actions of Exhibitor booth personnel. RI recommends that Exhibitors secure their own property and liability insurance coverage for any activities in the booth or property brought into the booth. General liability policies secured should name both Rotary International and The Rotary International Foundation as an additional insured. This information does not negate the insurance requirements of any other entity related to this Convention.

GENERAL

1. RI reserves the right to reject and/or deny any Application and to deny exhibit booth space to any Exhibitor.
2. Exhibitor is responsible for the cost of and arranging its own insurance, staff, security, customs formalities and duties, and other operational arrangements. Exhibitor is also responsible for complying with any federal, provincial, state, municipal, county or city laws, regulations, ordinances and other similar requirements and paying any applicable taxes, fees and duties. It is further agreed that all conditions and regulations of IMPACT Exhibition and Convention Center and other facilities used for the Convention are made a part hereof and fully incorporated herein. Exhibitor shall indemnify, defend and hold harmless, RI and The Rotary Foundation of Rotary International against any and all liabilities, which may occur as a result of its failure to so comply.
3. Exhibitor warrants that it owns the rights for or has a license to use the intellectual property (patent, copyright, trademark, etc.) to be used by Exhibitor for promotion or exhibition purposes at the Convention and agrees to defend, at Exhibitor's expense, and indemnify RI for any action brought against RI and/or any cost incurred by RI arising out of any dispute concerning Exhibitor's intellectual property rights or use. Exhibitor is responsible for the payment of fees, royalties or fines for use of work that is protected by copyright, patent, or trademark. Exhibitor is responsible for all applicable ASCAP/BMI music licensing fees.

4. RI reserves the right to reject as unsuitable any exhibit booth design, displays, or arrangements made by Exhibitor that do not conform with the spirit or decorum of the Convention. All booth displays must be compliant with all applicable Rotary policies, including the Rotary Marks policies. RI reserves the right to move or reallocate Exhibitor's booth to a new location in the interest of the Convention or to cancel this Agreement for any reason deemed necessary by RI. Exhibitor will be notified in writing in any such case.
5. Exhibitor shall not assign, share or sublet any part of its exhibit booth without the express written consent of RI.
6. RI makes no representations or warranties with respect to the demographic nature and/or volume of exhibitors, press and/or attendees attending and/or at the Convention.
7. Photography of other exhibitor's booths is prohibited without the express permission of the exhibitor.
8. RI shall have the non-exclusive right to use the name and logo of Exhibitor in both print and broadcast advertising and other materials in connection with the promotion of the Convention, upcoming conventions and RI and its foundation. Exhibitor gives RI and its designees permission to use its/their voice, image or likeness as it appears in any RI photographic or audio recording in any manner, in all media, in perpetuity.
9. Exhibitor accepts that RI and/or its subcontractors may take actions to maintain attendee security. RI and/or its subcontractors have the sole discretion in taking such action and cannot be held responsible for maintaining access to the House of Friendship, economic losses or for damage or loss of Exhibitor's property. Exhibitor agrees that it is solely responsible for the safety and security of its booth(s) and the contents thereof, including product displays, and Exhibitor is solely liable for the resulting losses or damages.
10. RI may take enforcement action at its discretion up to and including closing Exhibitor's booth for violation by Exhibitor of the Terms and Conditions and any other regulations set forth by RI. If RI removes Exhibitor from exhibiting for violating the Terms and Conditions or other regulations set forth by RI, Exhibitor will not damage compensation from RI. Repeated violations may result in Exhibitor being banned from exhibiting at future conventions.
11. RI reserves the right to establish other regulations and procedures necessary for the safety and convenience of Convention registrants and RI staff or any other reason. Such subsequent regulations will be made a part hereof and fully incorporated herein.

RI shall have full and exclusive power in the matter of interpretation, amendment and enforcement of the terms and conditions set forth herein and other regulations. If a dispute or disagreement shall arise between the parties concerning the permitted use of booth space or concerning interpretation of any of these terms and conditions or regulations, the decision and interpretation of RI shall be final.

12. The Projects Exhibition Booth Application and Projects Exhibition Booth Terms & Conditions ("Agreement") shall constitute a valid and binding contract and are governed by the laws of the State of Illinois, U.S.A, without giving effect to choice of law provisions. In the event of any dispute, issue or litigation concerning or arising under or from this Agreement, Exhibitor agrees to submit to the jurisdiction of any court which is located in Cook County, State of Illinois, U.S.A.
13. RI shall not be liable in any way for injuries to persons or damages to property incurred or suffered by Exhibitor or any of its agents, employees, representatives, contractors, subcontractors, booth

staff, guests, manufacturers, representatives, heirs, successors, assigns or any person related to it in any way during the performance of this Agreement.

14. A waiver by RI of any terms or conditions of this Agreement in any one instance shall not be deemed or constituted to be a waiver of these Terms and Conditions or any subsequent breach thereof. If any portion of the Terms and Conditions is found to be unenforceable, all other terms and conditions remain in full force and effect. All remedies, rights, undertakings, obligations or agreements contained herein shall be cumulative, and none of them shall be in limitation of any other remedy, right, undertaking, obligation or agreement.
15. This Agreement shall be binding upon and inure to the benefit of the heirs and successors of the parties hereto. Exhibitor shall not assign or otherwise transfer this Agreement or its rights hereunder without the prior written approval and consent of RI. Such consent is within RI's sole discretion. Any violation by Exhibitor of this paragraph shall constitute a material breach of this Agreement. Any assignment, sublicensing or transfer in whole or in part in violation of the foregoing shall be null and void.
16. Exhibitor is and shall be deemed to be an independent contractor for all purposes under this Agreement. Nothing herein shall construe Exhibitor, its employees, guests, booth staff, agents, representatives, contractors or any subcontractor it may employ, to be an employee, agent, subsidiary or affiliate of RI for the purpose of this Agreement, any dispute arising as a result of this Agreement, or any other purpose whatsoever.
17. The failure of either party to this Agreement to comply with the terms and conditions of this Agreement due to an act of God, strike, war, fire, riot, civil unrest, natural disaster, epidemic, national mourning, acts of terrorism or sabotage, interdiction by the official authorities of the event when this cancellation has been decided for security reasons within the context of riots or a climate of extreme tension, destruction, non-availability of venues, deficiency of electrical or water supply, or for any reason beyond the reasonable control of such party, shall not be deemed to be a breach of this Agreement. In such event, this Agreement may be terminated by sending notification to the other party by registered letter. Exhibitor hereby waives any claim for property or other damages or compensation.
18. This Agreement constitutes the entire understanding and agreement of the parties with respect to the subject matter hereof. There are no understandings, representations, or agreements other than those set forth herein. This Agreement specifically supersedes any previous agreements, written or oral, between the parties on the subject matter herein. This Agreement shall not be amended or altered except in writing and signed by the authorized representatives of the parties hereto. Should any discrepancy exist between this Agreement and any attachment, this Agreement will govern.