

# Rules & Regulations



## 1. AGREEMENT

Please complete the agreement, noting your company name, address, contact person, telephone and fax numbers. Booths are assigned based on a first-come, first-served basis with priority positioning going to Diamond, Platinum, Gold, Silver. OTM will forward a notice confirming the booth numbers assigned with the Logistics Letter in June.

## 2. CANCELLATION

Companies may not cancel exhibit or sponsorships after acceptance. Any refund exception will be made at the discretion of the OTM. If for any reason beyond OTM's control, OTM User Conference must be canceled, shortened, delayed or otherwise altered or otherwise changed, Sponsor understands and agrees that all losses and damages which it may suffer as a consequence thereof are its responsibility and not that of OTM or its event management company, or their respective directors, officers, employees or agents. Sponsor understands that it may lose all monies it has paid to OTM for space in the exhibition, as well as other costs and expenses it has incurred, including travel to the show, setup, lodging, freight, employee wages, etc. Sponsor, as a condition of being permitted by OTM to be a Sponsor in the OTM Annual Conference & OTM User Conference, agrees to indemnify and hold harmless OTM, and their respective directors, officers, employees or agents, from any and all loss, which Sponsor may suffer as a result of show cancellation, duration, delay or other alterations or changes caused in whole or in part by any reason outside OTM's control.

## 3. ASSIGNMENT OF SPACE

OTM will provide a deadline for each sponsor to select their booth space. Priority will be giving to Diamond, Platinum, Gold and Silver and then by the date a signed contract was received.

## 4. SET-UP AND DISMANTLE

Set-up and dismantle hours specified in the sponsor contract are subject to change, in which case all Sponsors will be notified in writing. If an exhibit is not set up 30 minutes prior to the opening of the event, OTM reserves the right to decline setup until after the Welcome Reception. Exhibits are to be kept intact until the closing of the Exhibit floor. No part of an exhibit shall be removed during the Exhibit floor without special permission from OTM. Any Exhibitor that begins dismantling its display before the close of the show will lose priority status in future OTM User Conferences and may altogether lose the privilege of Sponsorship.

## 5. SUBLETTING OF EXHIBITS AND PROHIBITED USES

Sponsors are prohibited from assigning or subletting a booth or any part of the space allotted to them. Nor shall they exhibit or permit to be exhibited in their space any merchandise or advertising materials which are not a part of their regular products, or which are not compatible with the character of OTM, without a written request and approval from OTM. OTM reserves the right to terminate any portion of the exhibit that is not in accordance with these rules without prior approval.

## 6. PAYMENT AND LATE FEES

A 50% deposit is due at time of contract signature. Payment can be made using a credit card or company check. Signed contract and deposit must be received within 30 days (1 month) of the contract being sent via email. The remaining balance is due 14 days (2 weeks) prior to the setup date outlined on the contract. If payment is not received by this deadline, OTM reserves the right to charge a 2% late fee for every 7 days (1 week) payment is delayed. If payments are not made by the deadline, the OTM Board reserves the right to move to the next interested party.

## 7. FOOD & BEVERAGE

The service of any food or beverage by a Sponsor must be in custom packaging and approved by the hotel at least 30 days prior to the conference. Service of alcoholic beverages by Sponsors in any part of the exhibit area is strictly prohibited.

## 8. USE OF SPACE – GENERAL

All marketing activities of each Sponsor must be confined to the Sponsor's allotted booth space. Demonstrations in booths must be designed to take place and keep the audience within the existing booth space to allow the free flow of traffic in the aisles. Sponsors expressly agree not to hold any activity that, in the sole opinion of OTM, creates a material adverse effect on attendance during the conference. If clarification is needed on a specific activity, please submit it to OTM for approval.

## 9. SPECIAL EFFECTS

Audio-visual and other sound and attention-getting devices and effects will be permitted only in those locations and in such intensity as, in the opinion of OTM, do not interfere with the activities of neighboring Sponsors. Operational equipment demonstrated may not create noise levels objectionable to neighboring Sponsors.

## 10. HOTEL SUITES AND MEETING ROOMS

OTM reserves the right to control all suites and meeting rooms in the hotel which is providing housing for OTM. No entertainment,

meetings, tours, special events, hospitality suite functions, or other private functions will be permitted during OTM User Conference activities unless approved by OTM.

Companies who are not in accordance with the stated rules may lose their privilege of exhibiting at this and future conferences.

## 11. EXHIBIT CONSTRUCTION AND LAYOUT

OTM reserves the right to control the layout of the exhibit hall. Detailed regulations governing the construction, height, and layout of exhibits will be included in your Exhibit Services Manual. These rules and regulations are to be considered an addendum to this document and are subject to the full power and enforcement as set forth herein. If you require immediate access to these rules and regulations, please contact OTM HQ for a copy. Each Sponsor will be held accountable for abiding by these rules and regulations governing stand construction and height limitations. OTM reserves the right to control the layout of the exhibit hall. Sponsors will be bound by the booth construction rules included in the Exhibit Services Manual.

## 12. LIABILITY

The "Sponsor" assumes all responsibility for any and all loss, theft, or damage to "Sponsor's" display, equipment, and other property while on the hotel premises, and hereby waives any claim or demand it may have against the hotel or its affiliates arising from such loss, theft, or damage. In addition, the "Sponsor" agrees to indemnify, defend, and hold harmless OTM and the hotel against any liabilities, obligations, claims, damages, suits, costs, and expenses, including, without limitation, attorneys' fees and costs, arising out of or in connection with the "Sponsor's" occupancy and use of the exhibition premises or any part thereof or any negligent act, error, or omission of the "Sponsor" or its employees or agents.

## 13. INSURANCE

Each "Sponsor" shall carry and maintain all liability insurance. Participating "Sponsors" assume the entire responsibility and liability for losses, damages, and claims arising out of injury or damage to "Sponsor's" displays, equipment, and other property brought upon the premises of the hotel and shall indemnify and hold harmless OTM, the management firm, agents, and employees from any and all damages, claims, and/or destruction including theft or mysterious disappearance to any and all equipment owned by, leased to, or utilized by "Sponsors."



# Rules & Regulations



## 14. PROMOTIONS, CONTESTS, PRINTED MATERIAL, ETC.

All giveaway items apart from pens, pencils, luggage tags, pocket calendars, and similar items must be submitted for approval to OTM prior to the conference. Sideshow tactics, or other methods, including marketing material, considered by OTM to be objectionable, are expressly prohibited at the OTM Annual Conference & OTM User Conference. Prizes, awards, drawings, raffles, lotteries, or contests may be permitted in accordance with applicable state laws. Requests for approval of such activities must be submitted in writing to OTM three weeks prior to the opening of the exhibition. Distribution of promotional material to OTM conference attendees' hotel sleeping rooms, public areas, or in technical sessions is strictly prohibited without the prior approval from OTM. Use of OTM hotel and conference-related facility communication systems to promote vendors or their products is also prohibited.

## 15. USE OF OTM NAME

Participation by a Sponsor in OTM User Conference does not entitle the Sponsor to use the OTM name other than with reference to the Sponsor's participation as a Sponsor in OTM User Conference without permission from OTM. Participation in OTM does not imply endorsement or approval by OTM of any product, service, or participant, and none shall be claimed by any participant.

## 16. SECURITY

Although OTM will provide security service for the overnight hours during the length of the conference, neither OTM nor the management firm will accept the responsibility for "Sponsor's" valuables, tools, or personal items. It is suggested that small carry-type items of value be secured each evening.

## 17. CLEANING

OTM will arrange daily cleaning of the aisle carpets and common areas. "Sponsors" are responsible for maintaining the cleanliness of their respective exhibit space.

## 18. PRESS

OTM reserves the right to control all media access and press activity during OTM Annual Conference & OTM User Conference.

## 19. MUSIC LICENSING

Vendors are responsible for individual ASCAP/BMI music licensing fees or similar statutes as may apply outside the United States if applicable to the function. Music played and/or performed, whether recorded or live, will not be covered under OTM's ASCAP/BMI music licensing agreement.

## 20. NAME BADGES

In an attempt to better secure your Exhibit floor investments, all representatives from an exhibiting company must wear a Sponsor's name badge to gain entrance to, and while on the Exhibit floor. Name badges must be authorized in writing by the designated company contact person. All badges included in any sponsorship package or booth purchase may only be used by an employee of the sponsor or exhibiting company.

## 21. NAME BADGES

All attendees must be registered and be wearing a name badge at all OTM SIG Conference associated meetings and events.

## 22. ON-SITE NAME BADGES

If additional badges are required on site, an onsite registration form must be completed at the registration desk by the exhibiting company's contact noted on the agreement. There will be a charge for each additional Sponsor full conference badge and Exhibit floor Only badges beyond the allotment.

## 23. CANONS OF CONDUCT

All representatives of exhibiting companies or representatives of firms contracted by exhibiting companies must abide by the OTM Canons of Conduct contained herein.

## 24. AMERICANS WITH DISABILITY ACT

Sponsors shall be responsible for making their exhibits accessible to persons with disabilities, as required by the Americans with Disabilities Act and shall hold OTM harmless from any consequences of failing to do so.

## 25. ENFORCEMENT

The Sponsor acknowledges that its failure to comply with the Rules & Regulations set forth herein will cause harm to OTM. The Sponsor agrees that, if OTM determines that a material violation has occurred, the Sponsor will lose the privilege of exhibiting at this and future OTM conferences. In addition, OTM reserves the right to immediately remove all exhibit materials if a violation occurs during the conference without issuing a refund.

## 26. GENERAL

All matters and questions not covered the regulations are subject to the decision of OTM. These regulations may be amended at any time by OTM and all amendments that may be so made shall be equally binding on all parties affected by them, as are the original regulations. In the event of any amendment or additions to these regulations, written notice will be given by OTM to such Sponsors as may be affected by them.

## CANONS OF CONDUCT

In order that OTM may better achieve its purposes, the following Canons of Conduct are adopted and shall govern the conduct of all OTM members, member representatives, and attendees. All such members, member representatives, and attendees in connection with all OTM matters and activities:

- A. Must conduct themselves and their activities in a professional manner marked by integrity and spirit of fair play.
- B. Must refrain from engaging in any activity which would violate proprietary rights of their employers, OTM, or any other OTM member organization (including their representatives).
- C. Must abide by the bylaws and policies of OTM.
- D. Must properly register and display appropriate credentials at OTM activities.
- E. Must not engage in sales activities, including direct or indirect solicitation, or conduct any other activity contrary to purpose or policies of OTM at a OTM-sponsored activity without the express consent of the OTM Leadership.
- F. Must not distribute any materials or post displays of any kind at OTM activities without prior approval of an officer of OTM.