PLEASE READ CAREFULLY - TERMS AND CONDITIONS

This is a binding agreement and contract between Prospanica and your company signing this agreement, Exhibitor agrees to abide to all Terms and Conditions and Rules and Regulations.

CANCELLATIONS AND REFUNDS:
GENERAL PRODUCTS/SERVICES (non-Conference related): The agreement shall commence on date of signing by Exhibitor. In the event of a cancellation for services rendered, 100% of the total commitment will be collected. If services have not been rendered, a 25% cancellation fee will be collected.

CONFERENCE PAYMENT TERMS:
Early bird promotional offers must be paid by terms outlined in the corresponding invoice. For promotional offers not paid by due date, the invoice and amount due will default to regular pricing. Invoices issued after 4/1/2021 will have payment terms of net 30. If your organization has a past due invoice with Prospanica by 9/24/2021, a 25% late fee will be applied to the total balance due.

CONFERENCE CANCELLATIONS AND REFUNDS:
The agreement shall commence on signature date by Exhibitor. If cancellation occurs, the parties agree to the terms outlined below within the applicable cancellation periods:

a. Prior to 1/31/2021: 25% of total invoice(s) is non-refundable or due if invoice(s) is unpaid.

b. Between 2/01/2021 - 7/31/2021: 50% of total invoice(s) is non-refundable or due if invoice(s) is unpaid.

c. After 8/01/2021: 100% of total invoice(s) is non-refundable or due if unpaid.

Prospanica shall have the right to withhold the cancellation fee from any refund due. For the avoidance of doubt, any cancellation by Exhibitor as a result of the conversion of its in-person package or sponsorship to a virtual package or sponsorship shall be a cancellation for purposes hereof and the cancellation fees shall be due and payable as set forth herein.

PROSPANICA MODIFICATION OF CONFERENCE FORMAT:
If Prospanica determines, in its sole discretion, that the in-person event cannot be held as planned due to reasons of force majeure, including but not limited to acts of God, fire, flood, natural disaster, war or threat of war, acts or threats of terrorism, civil disorder, governmental regulation or advisory, pandemics, epidemics, recognized health threats as determined by the World Health Organization, the Centers for Disease Control, or local government authority or health agencies or similar infectious diseases, curtailment of transportation facilities, strikes, labor stoppages or slowdowns, or other occurrences beyond the control of Prospanica, Prospanica may, at its election, exchange the Exhibitor in-person package or sponsorship purchased by Exhibitor for the equivalent virtual exhibitor package or sponsorship. For the avoidance of doubt, any determination by Prospanica to conduct all or a portion of the event virtually shall not be deemed a cancellation of the event by Prospanica, and Prospanica shall have the right to modify the format of event in its reasonable discretion.

EXHIBITOR INABILITY TO ATTEND IN-PERSON PORTION OF CONFERENCE:
If Exhibitor implements a company-wide travel ban that prohibits travel by Exhibitor representatives to the city where the event is being held over the dates of the event, the Exhibitor may, by written notice to Prospanica, exchange its in-person exhibitor package or sponsorship to the equivalent virtual exhibitor package or sponsorship. Exhibitor will have the option to exchange its virtual package or sponsorship to an in-person package or sponsorship and vice versa by delivering written notice to Prospanica on or before 6/30/2021. Exhibitor shall not have the ability to exchange its in-person exhibitor package or sponsorship for the virtual exhibitor package or sponsorship after 6/30/2021, regardless of whether or not Exhibitor or its affiliates have implemented a travel ban.

EXCHANGE OF IN-PERSON PACKAGE OR SPONSORSHIPS ABOVE CHAMPION LEVEL
If Exhibitor purchased an in-person package or sponsorship above the Champion level and such package or sponsorship is to be exchanged for a virtual exhibitor package or sponsorship, such package or sponsorship will be exchanged for the Virtual Champion package and Exhibitor will receive a credit for the amount actually paid by it for its in-person package or sponsorship that is in excess of the cost of the Virtual Champion package, which credit may be utilized towards the purchase of additional services/products from Prospanica. If any such credit is not utilized by Exhibitor on or before December 31, 2021, such unused portion of the credit shall be forfeited.
1. USE OF SPACE AND ASSIGNMENT OF LOCATION:

The exhibitors comprising part of the exhibition for the Expo are designed to provide a showcase of the latest development opportunities, goods and services either specifically designed for or commonly used by the Hispanic population and other diverse cultures. Prospanica reserves the right to refuse rental of display space to any company whose display of goods, services or conduct of business is not compatible with the character and objectives of the exposition.

Whenever possible, space assignments will be made by Prospanica in keeping with the preferences as to location requested by the Exhibitor. Prospanica, HOWEVER, RESERVES THE RIGHT TO MAKE THE FINAL DETERMINATION OF ALL SPACE ASSIGNMENTS IN THE BEST INTERESTS OF THE EXPOSITION.

2. USE OF SPACE, SUBLETTING OF SPACE:

Exhibitor shall not assign, sublet, or share the space allotted with another business or firm unless approval has been obtained in writing from Prospanica. Exhibitor is not permitted to use names or title of firm, corporation, or company in connection with any exhibit presentation. Exhibit presentation or demonstration by Exhibitor is not permitted except as authorized in the Exhibit Services Manual. Prospanica reserves the right to refuse rental of display space to any company whose display fails to conform to the preceding rules and regulations and by any amendments or additions thereto.

4. FIRE, SAFETY AND HEALTH:

The exhibitors comprising part of the exhibition for the Expo are designed to provide a showcase of the latest development opportunities, goods and services either specifically designed for or commonly used by the Hispanic population and other diverse cultures. Prospanica reserves the right to refuse rental of display space to any company whose display of goods, services or conduct of business is not compatible with the character and objectives of the exposition.

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6. DISPLAY — RULES AND REGULATIONS:

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7. OPERATION OF DISPLAYS:

Exhibits which include the operation of musical instruments, radios, sound projection equipment, public address systems or any noisemaking machines must be conducted or arranged so that the noise resulting from the demonstration will not annoy or disturb adjacent exhibitors and their patrons, nor cause the aisles to be blocked, all as determined in Prospanica’s sole discretion. Operators of noisemaking exhibits must give approval of operating methods before the exhibit opens. All demonstrations or other