



CRONUS USA INC

DIRECTIONS North America 2019

THE EVENT FOR THE MICROSOFT DYNAMICS SMB COMMUNITY

RULES & REGULATIONS

CONFERENCE SPONSORSHIP

INCLUDES:

Please see Directions North America 2019 Sponsor Packet for details on what is included in the Diamond, Gold, Silver, Bronze and Expo Exhibitors packages.

CONFERENCE SPONSORSHIP

DOES NOT INCLUDE:

Phone/fax lines, audio visual equipment, labor, shipping, receiving or any other amenities not specifically mentioned in this contract.

REFUND POLICY:

Refunds will not be issued to Exhibitors for any Booth cancellations at any time, or in the event of termination of Exhibitor's Booth space due to non-compliance with the attached Terms and Conditions.

EXHIBITORS AGREE TO:

1. Set up and tear down Booth only during times scheduled for those purposes, and to staff the Booth during all Show hours. Exhibitors may **enter** the hall when not open to Directions 2019 attendees only during specified Set-up and Take-down times. On the days of the **expo**, Exhibitors must **exit** the Show hall within 30 minutes after completion of the Show. CRONUS USA and Show Security will enforce these hours in order to maintain a secure and safe environment for all exhibits.
2. Adhere to deadlines including: requests for logos, company information, ads, graphics, collateral, and biographies for speakers, etc. These deadlines are identified in the 2019 CRONUS USA Sponsor Portal (link will be provided to registered sponsors).

3. **Payment:** Make all checks payable to CRONUS USA, Inc. in US Currency. Send payment to 4227 South Meridian, Suite C #446, Puyallup, WA 98373. Please pay Diamond, Gold, Silver and Bronze Sponsor fee by check or wire transfer. Payment for Expo and other promotional fees may also be made by credit card (Master Card, Visa, and Amex). Under no circumstances will the Exhibitor be permitted to occupy its exhibit space if full payment has not been received. Failure to make payment does not cancel Exhibitor's liability for payment.
4. **Exhibit Occupancy/Operation:** Exhibits must be designed and operated in a manner that respects the rights of other exhibitors' visitors. Exhibitor personnel must confine their activities to the Exhibitor's Booth space. Actual occupancy of the space reserved by the Exhibitor is of the essence. Booths must be staffed at all times during scheduled exhibition hours (personnel must be at least 21 years of age). If the Exhibitor does not occupy the space within one hour of the start time on the first day of each contracted show, CRONUS USA may occupy or cause said space to be occupied as it may be deemed best for the interest of CRONUS USA without in any way releasing the Exhibitor from any liability hereunder. All Booths must remain staffed and fully intact until the show closes on the final day. Failure to fully staff and/or premature dismantling of said space may result in forfeiture of the right to exhibit at future CRONUS USA trade shows.
5. **Competitive Events:** During Directions 2019 (May 5-8, 2019), Exhibitor agrees that it will not produce, promote, endorse, market or sponsor any Competitive Event (as defined below) without the prior written consent of CRONUS USA, which shall not be unreasonably withheld. For the purposes of this Section, a Competitive Event means a show, party or other event that (a) promotes software, interactive media and/or any member or product thereof, (b) is held in Las Vegas, Nevada, and (c) presenter(s) or new technology that are not also featured at an official CRONUS USA event. Unofficial activities will not be promoted in any CRONUS USA or Exhibitor produced and/or distributed materials.
6. **Program Directory Listing/Exhibitor Registration:** Only the name of the exhibiting company that appears on this contract may utilize the contracted Booth space, and only that name will appear in the Exhibitor listings and on the Exhibitor's conference registration badges. It is further agreed that the Exhibitor shall not assign, share or sublet any part of its exhibit space without the express prior written consent of CRONUS USA. CRONUS USA maintains the exclusive right to publish and distribute the list of Exhibitors. As a service to Exhibitors, CRONUS USA will identify in each CRONUS USA Conference Program Directory every Exhibitor that completes the necessary online form by the established deadline; however, CRONUS USA will incur no liability for any errors, omissions or format changes in the Program Directory. The Exhibitor agrees to list only brands of its own manufacture, or brands which are manufactured exclusively for the Exhibitor, and which bear the Exhibitor's name or trademark.
7. **Attendance:** CRONUS USA makes no warranties with respect to demographic nature and/or volume of exhibitors and/or attendees.
8. **Exhibit Space Amendments:** CRONUS USA further reserves the right to assign, move or reallocate Exhibitor's Booth space to a new location in the interest of a better showing of exhibits, or it may cancel this contract for the betterment overall of CRONUS USA or for any other reason deemed necessary by CRONUS USA, in which case a refund of amount paid will be issued at the discretion of Cronus USA. Exhibitors will be notified in writing of such movement. All terms of this contract remain in effect upon such movement of Booth space by CRONUS USA. Booth location shall not be publicized without written confirmation from CRONUS USA.

9. **Exhibit Design:** Exhibitor is responsible for obtaining CRONUS USA's written permission for any irregular Booth design, construction, activity or display system that might conceivably interfere with nearby exhibitors (tall Booths, banner displays, etc.) or be unsafe (moving objects, mechanical devices, etc.). CRONUS USA reserves the sole right to determine whether Booth designs, activity, display is permissible and/or appropriate. All materials used in specialty design Booths; both in display and decorating must be made of flame retardant material. Exhibitors must obtain CRONUS USA's written permission and adhere to guidelines in order to use/distribute helium balloons or other "lighter-than-air" inflatables in the conference venue. CRONUS USA may assess a fine on Exhibitor for any failure to adhere to the provisions of this paragraph.

10. **Policy on Selling:** Over the counter sales (i.e., cash, check and/or credit cards) are permitted only with express written permission from CRONUS USA, and Exhibitor is responsible for paying sales tax as required by the State of Nevada.

11. **Sound Regulations:** Enforcement of sound regulations will be a top priority at the CRONUS USA Trade Show. In order to provide an appropriate environment in which to conduct business, noise levels will be closely monitored. Exhibitors in violation of acceptable volume levels are subject to disconnection of power, termination of Booth space and loss of Directions 2019 credentials (Exhibitor-Only passes, Conference Registrations) without refund. CRONUS USA representatives will regularly evaluate the appropriateness of volume levels to ensure it does not interfere with other exhibitors, attendees or the general character of the CRONUS USA Trade Show. Complaints of sound regulation violations may be made directly to CRONUS USA representatives on the show floor.

12. **Food and Beverage Service:** Red Rock Casino Resort has the exclusive rights to all food and beverages at the Hotel. Food and beverage consumed, prepared or distributed, including food or beverage items used for promotional purposes, must be purchased through Red Rock Casino Resort.

13. **Responsibility for Property:** In no case will CRONUS USA be responsible for theft, loss or damage to Exhibitor's product(s), property or Booth. Exhibitor agrees to be wholly responsible for protecting property on and off premises. Exhibitor is encouraged to secure exhibits and products and should insure property (from the time it leaves its warehouse until it returns) at Exhibitor's expense.

14. **Liability and Insurance:** Exhibitor agrees to carry adequate personal and property damage liability and workers' compensation insurance and to indemnify and hold harmless CRONUS USA, Inc. and Red Rock Casino Resort and their contractors, officers, agents and employees against claims, losses, suits, damages, judgments, expenses, costs and charges, including attorneys' fees solely resulting from its gross negligence or willful misconduct in the occupancy of the exhibit space contracted for, by reason of personal injuries, death or property damages sustained by any person. Failure by CRONUS USA to request proof of insurance shall not relieve Exhibitor from carrying proper coverage. Exhibitor understands that neither CRONUS USA nor Red Rock Casino Resort maintains insurance covering Exhibitor's property and it is the sole responsibility of Exhibitor to obtain such insurance.

15. **Release of Liability to Red Rock Casino Resort Spa:** Exhibitor agrees to the following Release: "Exhibitor shall be fully responsible to pay for any and all damages to property owned by the Resort, its owners or managers, which result from any act or omission of exhibitor. Exhibitor agrees to defend, indemnify and hold harmless, the Resort, its owners, managers, officers or directors, agents, employees, subsidiaries and affiliates, from any damages or charges resulting from exhibitor's use of the property.

Exhibitor's liability shall include all losses, costs, damages, or expenses arising from, out of, or by reason of any accident or bodily injury or other occurrences to any person or persons, including the exhibitor, its agents, employees, and business invitees which arise from or out of the exhibitor's occupancy and use of the exhibition premises, the Resort or any part thereof."

16. **Receipt and Removal of Freight:** No exhibit or portion thereof may be removed from the exhibit facility prior to close on the last day of the contracted show. After that time Exhibitor must remove its Booth contents and freight in the allotted move-out time. If the Exhibitor fails to do so, CRONUS USA reserves the right to instruct the show decorator to dismantle and ship or store same at Exhibitor's expense. (Please refer to Sponsor Portal for additional information.)

17. **Electrical, Cleaning, Catering Services, Etc.:** For insurance, safety and security purposes, electrical, cleaning, catering, drayage and other special services needed by Exhibitor shall be provided only when Exhibitor orders and agrees to pay for these services from the exclusive suppliers authorized to provide such services listed in the Sponsor Portal.

18. **Publication Distribution:** Exhibitor may distribute its own printed/produced promotional materials from its contracted Booth and, unless permission is granted by CRONUS USA, not outside its Booth.

19. **Sponsorship/Expo Exhibitors/Full Conference Registration Policy:** Sponsors and Exhibitors will receive the benefits outlined in the Sponsorship package.

20. **General Session Presentation Policy:** All sponsors who are given the opportunity to present on the main stage during a General Session are required to submit their presentation including but not limited to PowerPoint slide decks and videos two weeks prior to the conference to the Directions Organizing Board for review and approval. Content of all presentations that disparages another sponsor or Microsoft will not be allowed. If the presentation is deemed inappropriate, the Sponsor will have 3 days to change and resubmit for approval. If the presentation is not accepted by the Directions Organizing Board it will not be allowed and there will be no refunds issued. Sponsors should refer to Sponsor General Session Presentation Guidelines.

21. **Security:** Exhibitor accepts that CRONUS USA may take actions to maintain attendee security. CRONUS USA has sole discretion in taking such action and cannot be held responsible for maintaining Directions 2019 access, for economic losses or for damage or loss of Exhibitor's property, as a result of any action taken by CRONUS USA in furtherance of Directions 2019 security.

22. **Violations of Regulations:** CRONUS USA may take enforcement action at its discretion up to and including closing Exhibitor's Booth for violation by Exhibitor of CRONUS USA Rules and Regulations or Exhibitor's breach of the terms of this Contract. If CRONUS USA shuts down Exhibitor's Booth due to Exhibitor violating CRONUS USA Rules and Regulations, Exhibitor will not receive a refund or damage compensation from CRONUS USA. Repeated violations may result in Exhibitor being prohibited from participation at future CRONUS USA events.

23. **CRONUS USA Publicity And Promotion:** CRONUS USA shall have the non-exclusive right to use the name of Exhibitor in all forms of advertising media, including but not limited to print, broadcast and online media, in connection with the promotion and publicity of CRONUS USA.

24. **Force Majeure:** CRONUS USA will not be liable for any loss, damage or delay resulting from any unavoidable, unforeseeable cause whatsoever beyond its reasonable control, including, without limitation, fire, flood, action or decree of civil or military authority, insurrection, act of war, terrorism, labor disputes or shortages, material shortages, failure of suppliers, or embargo. It is further agreed that in case Red Rock Casino Resort shall be destroyed by fire or the elements, or by any other cause, or in case of government intervention or regulation, military activity, strikes, or any other circumstances that make it impossible or inadvisable for CRONUS USA to hold the show or portion thereof at the time and place herein provided then and there upon this agreement shall terminate and Exhibitor shall and does hereby waive any claim for property or other damages or compensation except the pro rata return on the amount paid after deduction of actual expenses incurred in connection with CRONUS USA and there shall be no further liability on the part of either party.

25. **Governing Law; Venue:** This contract shall be governed and construed by the laws of the State of Washington, without giving effect to the principles of conflict of laws thereof. The parties hereby irrevocably submit to the exclusive jurisdiction of the United States federal and state courts located in Puyallup, WA and hereby agree that any such court shall be proper forum for the determination of any dispute arising hereunder.

26. **Representations and Warranties:** Exhibitor represents and warrants to CRONUS USA that Exhibitor has full and lawful authority to use all images and text included in its promotional materials and any other materials distributed by it, including but not limited to all trademarks and trade names, service marks, brands and logos and any copyrighted materials. Exhibitor further represents and warrants that the content of such materials does not violate any person's legal rights, and that the distribution of such materials will not give rise to any legal claim or liability, whether of copyright, trademark, defamation, invasion of privacy, breach of contract, deceptive advertising or any other grounds.

27. **Indemnification:** Exhibitor hereby agrees to release, indemnify and hold harmless CRONUS USA and its officers, directors, employees, representatives and agents against all losses, damages and costs (including attorneys' fees and other costs of litigation) which CRONUS USA may incur as a result of claims and demands of any kind whatsoever, by any persons, arising directly or indirectly from or in any way related to, any materials distributed by Exhibitor.

28. **Contradictory Terms:** In the event of a contradiction between the provisions of these terms and conditions and any currently effective CRONUS USA Major Sponsorship Agreement between the parties, the provisions of such Major Sponsorship Agreement shall control to the extent of such contradiction.

29. **Miscellaneous:** CRONUS USA reserves the right to amend any regulations, terms, conditions and/or Directions 2019 dates in its sole discretion. Any modification of this contract must be in writing and signed by an authorized representative of CRONUS USA. This contract is not assignable by Exhibitor without the written consent of CRONUS USA. If any portion of this contract is changed or determined to be unenforceable, all other terms and conditions remain in full force and effect.