

# 2023 INDIA ANNUAL CONFERENCE & EXHIBITION RULES AND REGULATIONS

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## Eligible Exhibits

All exhibits must be related to the information and communications technology (ICT) industry. BICSI Endorsed Event has the sole right to determine the eligibility of any company, product, or service for inclusion in the exhibition.

## Licensing of Exhibit Space

After an exhibitor sponsorship has been approved by BICSI, BICSI shall license exhibit space to the exhibiting company, provided the conference facility is made available to BICSI. Such license is granted for the sponsor only and does not suggest that space will be held for or offered to the exhibiting company at future conferences. BICSI may terminate this agreement, shut down the exhibit space, and remove the exhibiting company's goods if, at its sole discretion, BICSI determines that the exhibiting company's product or service is ineligible to be exhibited at the conference or the exhibiting company is in violation of any BICSI rules and regulations.

BICSI Endorsed Event, its agents, Steering Committee Members, officers, directors, and employees, will not be liable for delay, relocation or failure to hold a BICSI conference as scheduled due to events beyond the control of BICSI. In the event of a complete cancellation, payment for exhibit space will be returned, less a pro-rated portion of any actual expenses incurred in connection with the conference.

## Adherence to Exhibition Rules and Regulations

For the safe and/or effective operation of BICSI Endorsed Event conference and exhibits, the exhibiting company agrees to abide by the 2023 INDIA Annual Conference & Exhibition Rules and Regulations. Any revisions or amendments thereto made by BICSI Endorsed Event or the conference facility. Failure of the exhibiting company to comply may result in penalties to include, but not be limited to, loss of exhibitor benefits or denied participation in this and future BICSI Endorsed Event conferences.

## Observance of Laws and Rules

Exhibiting companies must comply with all laws, codes, regulations, and ordinances of all government authorities, and all rules of the conference facility.

## Official General Contractors

BICSI Endorsed Event selects a General Services Contractor, as well as other contractors, to provide services and furnishings for this exhibition. The purpose of these contractors is to provide quality service and products to exhibitors at a competitive rate in a safe and timely fashion.

Exhibiting companies must comply with all regulations applicable to setup, display, and dismantling of exhibit space, and all labour contracts and labour regulations in effect in the conference facility.

## Exhibitor-Appointed Contractors (EACs)

In some instances, exhibitors may be allowed to utilize an exhibitor appointed contractor (EAC) to assist in setting up and/or dismantling their stands. Permission to use an EAC will be granted only if permitted by the rules of the Conference facility and will not interfere with or prejudice the orderly setup, interim services, and dismantling of the exhibition. It is understood that the EAC will be a signatory and conform to all applicable labour rule contracts and shall comply with all BICSI

exhibit rules and regulations.

Exhibiting companies utilizing EACs agree to indemnify and hold harmless BICSI, the conference facility, the General Services Contractor, and each of their respective owners, parents, subsidiaries, affiliates, employees, managers, officers, directors, agents, and independent contractors from any and all liability, including attorney's fees, which may arise due to the third-party contractor's presence or action.

## Security, Liability, Insurance, and Indemnification

- Exhibiting companies must safeguard their materials, equipment, and displays at all times. Neither the conference facility nor BICSI will be responsible for loss or damage to any property for any cause.
- After exhibit hours, only exhibitor personnel properly identified and with the permission of BICSI may enter the exhibit hall.
- The exhibiting company agrees to indemnify, defend, and hold harmless BICSI Endorsed Event and its respective members, officers, directors, agents, employees, affiliates, and independent contractors, and the conference facility and its owner(s), parent(s), subsidiaries, affiliates, employees, managers, officers, directors, and agents from and against any and all claims, demands, suits, liability, damages, loss, costs, reasonable attorneys' fees, and expenses of any kind or type, which result from, arise out of, or are connected with negligent acts or omissions or willful misconduct of the exhibiting company, or any of its officers, agents, employees, or other representatives, including but not limited to, claims of damage or loss resulting from the breach of any of these rules and regulations, or damage of any kind or type arising out of or in connection with the exhibiting company's use and/or occupancy of exhibit space.
- Exhibiting companies agree to fully protect BICSI from any and all claims of any nature whatsoever which may arise in connection with the installation, operation and dismantling of the exhibitor's display.
- Exhibiting companies acknowledge that neither BICSI Endorsed Event, the conference facility, nor their owners carry insurance of any sort on exhibits or other property of exhibitors. BICSI Endorsed Event assumes no liability for loss or damage thereto from any cause. It is the sole responsibility of the exhibiting company to obtain business interruption and property damage insurance, insuring against any losses that may be suffered by the exhibiting company, including damage to any inadequately packed property.

## Exhibits and Displays

- No signs, advertising devices, or merchandise shall be displayed outside the exhibit stand.
- BICSI has the right to prohibit any part of an exhibit that, in its opinion, is not suitable to, or in keeping with, the character or purpose of the BICSI conferences. Questionable exhibits shall be modified or removed (if modifications cannot be made) at the request of BICSI, and at the expense of the exhibiting company.

## Exhibit Space Operations, Activities, and Usage

- Exhibits must be designed and operated in a manner that respects the rights of other exhibitors, attendees, and visitors.

- No activities will be permitted in any exhibit space that are contrary to the law or the rules and regulations of BICSI or the conference facility, or that will disturb exhibitors in the immediate area.
- Exhibitors may show, discuss, explain or demonstrate items or services, but shall not make sales that result in the delivery of merchandise and/or the exchange of money in the exhibit hall.
- Exhibiting companies shall not engage in any actions that will divert attendees from attendance at educational sessions or other official activities held on conference days.
- Exhibitor representatives shall reflect BICSI's highest standard of professionalism during exhibit hours and within BICSI controlled meeting and function space. Neither exhibitors nor any of their representatives shall be offensive or disruptive in appearance or dress. Additionally, exhibitors and their representatives shall not conduct themselves in a manner offensive to standards of decency or good taste.
- Any dispute between exhibitors, or any questions relating to the interpretation of these rules, regulations, or policies, or any subsequently adopted rules, regulations, or policies, shall be brought promptly to the attention of BICSI Conference Management.
- Exhibitors must not enter into other exhibitor's exhibit space without invitation or when unattended, nor may they loiter around the exhibit space of other exhibitors.
- Exhibitors shall not remove anything from other exhibitors' stands.
- Exhibitors are prohibited from registering or providing a registration badge to anyone not qualified to be in attendance at the conference.
- Displays, equipment, stand furnishings, demonstrations, door prize entries, activities, entertainment, and marketing/promotional activities, including surveys of any nature conducted by the exhibitor or a contracted survey firm, must be confined to the contracted exhibit space.
- Exhibitors are strictly prohibited from soliciting or conducting business in the aisles of the exhibit hall.
- Visitors to the stand must be contained within the parameters of the exhibit space. Due to fire regulations, no overflow into the aisles will be permitted.
- Exhibitors are allowed access to their stands only during regularly scheduled exhibition hours, one hour prior to exhibits opening, and during exhibitor move-in and move-out. Meetings are not permitted in the exhibit hall during non-exhibit hours.
- Exhibiting companies must have representatives present in their exhibit space during all hours of the exhibition.
- Door Prize Drawings: Any door prize drawings and/or awarding of prizes must be pre-approved by BICSI Conference management, contained within the exhibitor's stand, and handled responsibly and professionally and in accordance with the rules regulating sound levels as outlined in the paragraph "Music and Sound" below.
- Small token gifts such as pens, pencils, luggage tags, pocket calendars, buttons, hats, and pins, may be distributed. Distribution of noisemakers is prohibited.
- No trunks, cases, or packing materials may be brought into or out of the exhibit space during exhibit hours.
- Lighter-than-air (e.g., helium) filled items, such as Mylar balloons, are prohibited in the exhibit hall.
- Preparation of foods is prohibited in the exhibit hall.
- Use of glitter, confetti, smoke, and similar decorative items is not permitted in the exhibit hall.
- No animals including reptiles, birds, fish, or insects may be used as part of any exhibit.

#### **Music and Sound**

Exhibitors acknowledge that any live or recorded

performances of copyrighted music which occur in their stands must be licensed from the appropriate copyright owner or agent. Exhibitors undertake full responsibility for obtaining any necessary licenses and agree to indemnify and hold BICSI harmless from any damages or expenses incurred by BICSI due to the exhibitor's failure to obtain such licenses. Exhibitors are responsible for all applicable licensing fees.

A strict maximum sound level will be maintained in the exhibit hall. Demonstrations found to have objectionable sound levels will be shut down at the sole discretion of BICSI Conference Management. Any cost connected with this forced compliance will be at the exhibiting company's expense.

No public-address announcements are permitted.

#### **Product Presentations/Demonstrations Taking Place Within Exhibit Stands**

Exhibitors may hold product presentations/demonstrations within their stands. Presentation and demonstration areas must be confined within the exhibit space so as not to interfere with any traffic in the aisles.

Exhibitors must contract sufficient space to be able to comply with this rule. Aisles may not be obstructed at any time by attendees viewing presentations or demonstrations. All projection equipment, lighting devices, displays, presentations or demonstrations must be arranged in such a manner as not to infringe on the rights of other exhibitors.

All projection equipment must be in accordance with the requirements of the fire laws and in compliance with any agreements entered into by BICSI Conference Management with the conference venue. All plans for installation and operation of projection equipment must be approved by BICSI Conference Management before operation is undertaken.

Presentations and /or demonstrations are subject to the rules and regulations described under "Music and Sound" above.

#### **Exhibitor Move-in**

- Exhibitor access to the exhibit hall will be over midnight on the previous day of the conference. Requirements for services before or after move-in times must be arranged through the General Services Contractor. Exhibiting companies must have installation of their displays and exhibit areas complete by the designated deadline for the specific conference(s).
- Any stand with a crated display remaining unattended by the designated setup time will be erected or placed in storage at the discretion of BICSI Conference Management. All charges for labour, etc., will be applied to the exhibitor of record. Exhibiting companies not utilizing their space by the mandatory time of completion may forfeit the use of that assigned space. BICSI reserves the right to use the space without further obligation (i.e., refund, loss of business or disparagement or liability).
- Merchandise, signs, decorations, or display fixtures shall not be pasted, taped, nailed, or tacked to walls of the conference facility.

#### **Exhibitor Move-out**

- The schedule for exhibitor move-out for each conference will be delineated on the BICSI website.
- The packing of merchandise and dismantling of

- exhibits/displays shall not start until the exhibit hall officially closes. Early closing of exhibits/displays or equipment prior to the exhibition closing is strictly prohibited. Exhibiting companies will not be permitted to remove any of their exhibition equipment or display materials from the conference facility between the opening and closing of the exhibition without express written permission from BICSI.
- Exhibitors found in violation of early move-out will be subject to penalties.
- Arrangements for the use of exhibitor services (e.g., labour and/ or shipment of exhibit materials from the exhibition site) should be made well in advance of the exhibition's closing. Materials left in the stand after the exhibition, not packed/crated or covered by a bill of lading for shipment, will be packed, shipped or stored at the discretion of the General Services Contractor and all expenses will be charged to the exhibitor of record. The exhibit hall must be cleared out of all exhibit materials by the end of exhibitor move-out.
- All exhibit space occupied by an exhibitor must be surrendered in the same condition as when the exhibitor arrived.

### **Exhibit Hall Floor Plan**

The dimensions and locations of exhibit stands, exits, and other structures are believed to be accurate, but only warranted to be approximate. Furthermore, BICSI Conference Management reserves the right to make such modifications, to whatever extent BICSI deems appropriate, to the official floor plans as may be necessary to meet the needs of exhibitors and the exhibit program.

### **Attendance and Participation**

BICSI Endorsed Event makes no warrants or commitments regarding the number or demographics of attendees for the 2023 INDIA Annual Conference, nor any warrants regarding attendees' participation or attendance in the exhibits.

### **Payment**

Any exhibitor who does not pay in full for exhibit space prior to the specified BICSI Endorsed Event conference will not be permitted to set up their stand.

### **Cancellation and Downsizing of Exhibit Space**

Upon notification of cancellation, BICSI Endorsed Event has the right to resell the space vacated. Cancellation or downsizing of exhibit space must be received in writing 90 days prior to the first day of the exhibition. The date upon which the notice of cancellation is received will act as the official cancellation date. Cancellations prior to 90 days of the first day of the exhibition will forfeit 50 percent of the stand and/or sponsorship fee.

Cancellations after that time will forfeit 100 percent of the stand and/or sponsorship fee. Stand fees are not transferable.

### **Exhibitor Representative Cancellation**

Registered Exhibitor Representatives may substitute another person from the same company.

### **Safety**

Exhibitors shall not pack merchandise in flammable material, and all packing materials must be completely enclosed within shipping containers. Materials not enclosed within shipping containers will be considered refuse and discarded.

Exhibiting companies' fabrics or other materials used for aesthetics or display fixture coverings must be flame retardant. A certificate of flame-proofing may be required.

The use of flammable materials, necessary to the purpose of the exhibit where no other alternative can be used, must be brought to the attention of BICSI Conference Management in

writing, requesting approval, not less than forty-five (45) days before exhibit opening.

Any and all electrical equipment, including signs and lights, shall be in good operable condition and able to pass the inspection of the local fire authorities. Each exhibitor agrees to be knowledgeable and responsible regarding ordinances and regulations pertaining to health, fire prevention, and public safety, while participating in the conference.

BICSI reserves the right to prohibit the display and/or demonstration of any product it deems unsafe. In the event BICSI prohibits the display and/or demonstration of an exhibitor's product(s) for safety reasons, it shall have no obligation to refund to the exhibitor any exhibit expenses, in part or in whole.

### **Weapons Not Permitted**

Weapons and items that appear to be weapons are not permitted in any BICSI Conference space, including the Exhibit Hall.

### **Waiver and Severability**

Waiver by BICSI of any term or condition or breach shall not constitute a waiver of any other term or condition or breach of this agreement. In the event any provision of this agreement is held invalid or unenforceable in particular application, then, as the case may be, neither the remaining provisions of this agreement nor other applications of the provisions involved shall be affected thereby.

### **Exhibitor Violations**

In the event of rejection or ejection of any exhibitor, exhibitor's representative, exhibit (in whole or in part) or visitor due to non-compliance with the rules and regulations set forth herein or with the laws, codes, regulations, and ordinances of government authorities, or the rules of the conference facility, BICSI shall have no obligation to refund exhibit space rental or other exhibit expenses. All companies exhibiting at BICSI conferences agree to hold harmless BICSI from any and all charges, losses and/or expenses arising out of their failure to comply with these rules or laws and any amendment thereto.

### **Antitrust Statement**

BICSI believes strongly in competition. U.S. antitrust laws are the rules under which our competitive system operates. It is BICSI's policy to comply in all respects with the antitrust laws.

Association meetings or workshops by their very nature bring competitors together. Accordingly, it is necessary to avoid discussions of sensitive topics. Agreements to fix prices, allocate markets, engage in product boycotts and to refuse to deal with third parties are automatically illegal under the antitrust laws. It does not matter what the reason for the agreement might be.

Accordingly, at any association meeting discussions of prices (including elements of prices such as allowances and credit terms), quality ratings of suppliers, and discussions that may cause a competitor to cease purchasing from a particular supplier, or selling to a particular customer, should be avoided. Also, there should be no discussion that might be interpreted as a dividing up of territories.

An antitrust violation does not require proof of a formal agreement. A discussion of a sensitive topic, such as price, followed by action by those involved or present at the discussion is enough to show a price-fixing conspiracy. As a result, those attending an association-sponsored meeting

should remember the importance of avoiding not only unlawful activities, but even the appearance of unlawful activity.

**EXHIBITORS/SPONSORS AGREE UNCONDITIONALLY TO THE FOLLOWING TERMS:**

1. Stand assignments will be made on a first-come, first-served basis. 2. Cancellation or down-sizing of exhibit space and/or sponsorship must be received in writing by BICSI 90 days prior to the first day of the exhibition. Cancellation will forfeit 100% of the fee. Cancellation after that time will forfeit 100% of the fee. 3. We understand, agree to and will abide by the terms and conditions outlined in the 2023 INDIA Annual Conference & Exhibition Rules and Regulations. 4. Exhibitor is solely responsible for shipment, local transport, loading, unloading and movement of their display materials to the exhibition floor area and its dispatch back to the respective location. 5. The relationship between BICSI and the sponsoring organizations/corporations of an event or an event-related item does not represent exclusive agreements between BICSI and the specific organizations/corporations, nor does it suggest that BICSI endorses the programs, products or services of the organizations/corporations. Sponsor agrees that this sponsorship rules and regulations contract cannot be cancelled at any time.

**Right to Refuse Sponsor:** BICSI shall reserve the right to reject a potential sponsor on such factors as questionable business practices, those having a mission conflict with BICSI, those who desire to assume control of an event through sponsorship or for other reasons at BICSI's discretion.

**Material Production:** BICSI will be responsible for the production of materials (unless otherwise specified) and will invoice the sponsoring organization/corporation directly. Quantities may change depending on attendance figures.

**LOGO SUBMISSION:** Logos must be received upon confirmation of sponsorship. Please email the logos to BICSI Endorsed Event Events Coordinating Agency Infinios attention Mr Abhishek, S, at abhishek@infinios.in. Logos must be provided as an PDF, CDR or high resolution (300 DPI) JPEG file.

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