

# Exhibitor Terms and Conditions



Coaching Your Growth  
Hosted by First Responder Coaching

By purchasing tickets to Coaching Your Growth, you agree to the following terms and conditions:

## Scope of Agreement

These Terms and Conditions govern your participation as an exhibitor at the Coaching Your Growth Conference. By purchasing an exhibitor package and participating in the conference, you agree to these terms.

## Payment Terms

Payment must be made in full at the time of registration. Accepted payment methods include Visa, Mastercard, Discover, American Express. All prices are subject to applicable taxes and fees, which will be added at checkout.

## Ticket Confirmation

Based on the ticket option selected, your purchase of conference tickets entitles you to attend all associated sessions and events during the conference dates of November 12th and 13th 2024. As a ticket holder, you can access exclusive prices offered by the Kalahari Resort with Conference attendance. Exclusive pricing through Kalahari requires the purchase of Coaching Your Growth Conference tickets. Conference tickets are non-transferable and must be used by the registered attendee.

Based on package option selected, exhibitors must submit additional details such as photographs, logos, and other materials as part of event promotion. Inability to submit required materials per package requirements will result in materials not being available in select event marketing. Inability to submit required materials on behalf of the exhibitor will result in forfeiture of package components for the exhibitor and no refund will be available.

## Cancellation and Refund Deadlines

- **Full Refund:** To receive a full refund, cancellations must be made no later than October 1st.
- **Partial Refund:** Cancellations made between October 1st and October 20th will be eligible for a 50% refund.
- **No Refund:** Cancellations made after October 20th will not be eligible for a refund.

## Impact on Room Booking

- **Forfeiture of Room Booking:** If you cancel your conference tickets, you will forfeit your room booking at the Kalahari Resort. Refund eligibility for the room booking will follow the Kalahari Resort's refund policy.

## Event Cancellation or Rescheduling

- **Event Continuity:** The event will take place rain or shine; however, if the conference is canceled or rescheduled due to circumstances beyond our control, we will offer the option to transfer your registration to the rescheduled dates or provide a 50% refund.

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**No Responsibility for Additional Costs: Event Host and Organizers are not responsible for any additional costs incurred by the attendee, including travel expenses and hotel bookings.**

## Force Majeure Clause for Exhibitors

In circumstances beyond our control, such as natural disasters, pandemics, acts of terrorism, government restrictions, or other emergencies, the conference may be canceled or rescheduled. These events, referred to as "force majeure events," are extraordinary occurrences that prevent us from fulfilling our obligations as planned.

In such cases, we will notify all registered exhibitors as soon as possible with updated information about the conference's status. We will offer the following options to exhibitors affected by a force majeure event:

**Transfer of Registration:** Exhibitors may transfer their registration to the rescheduled dates of the conference without any additional fees. This option allows exhibitors to maintain their participation and benefits in the event once it is safe and feasible to proceed.

**Refund Option:** Exhibitors may opt for a 50% refund of their registration fees if they are unable or unwilling to attend the rescheduled event. The remaining 50% will cover administrative costs and other non-recoverable expenses incurred by the conference organizers.

Please note that while we strive to accommodate our exhibitors, we are not responsible for other costs incurred by exhibitors, such as travel expenses, accommodation bookings, or any other associated costs. Exhibitors are advised to check with their travel and accommodation providers regarding their cancellation and refund policies in such events.

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## Liability Limitation

Coaching Your Growth and its organizers shall not be liable for any direct, indirect, incidental, consequential, or punitive damages arising out of or related to your participation as an exhibitor. This limitation of liability applies to any losses or damages, whether in contract, tort (including negligence), or otherwise, even if Coaching Your Growth and its organizers have been advised of the possibility of such damages.

Exhibitors are responsible for their own equipment, materials, and personal property brought to the conference. This includes, but is not limited to, the following responsibilities:

**Equipment and Materials:** Exhibitors must ensure that their equipment and materials are safely transported to and from the conference venue. This includes setting up, maintaining, and securing their exhibition space during the event.

**Security and Safety:** While the conference organizers will take reasonable measures to provide a safe and secure environment, exhibitors are solely responsible for the security and safety of their belongings. We recommend exhibitors arrange their own insurance coverage to protect against potential loss, theft, or damage.

**Compliance with Policies:** Exhibitors must comply with all conference policies, venue regulations, and applicable laws. Failure to do so may result in expulsion from the conference without a refund and potential legal consequences.

**Direct Damages:** These are immediate damages resulting directly from an action. For instance, if an attendee trips over a power cord and sustains an injury, the immediate medical expenses would be considered direct damages.

**Indirect Damages:** These are damages that are not the direct result of an action but occur as a secondary consequence. For example, if the trip and fall incident causes the attendee to miss work, the lost wages would be considered indirect damages.

**Incidental Damages:** These are minor damages that accompany a larger event. For example, if an attendee's personal property is damaged during the event, the cost of repairing or replacing the property would be incidental damage.

**Consequential Damages:** These are damages that result from a chain of events initiated by the original incident. For example, if the injury prevents the attendee from fulfilling a significant contract, leading to a financial loss, this would be consequential damage.

**Punitive Damages:** These are damages intended to punish the wrongdoer rather than compensate the victim. This limitation clarifies that the conference and its organizers cannot be held liable for such damages, even if a court decides that punitive damages should be awarded.

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**Exclusions and Clarifications:** The limitation of liability applies regardless of whether the damages were foreseeable or unforeseeable. This means that even if the organizers could have anticipated the possibility of damage, they are not liable.

The liability limitation covers all activities related to the conference, including attendance at sessions, workshops, use of facilities, and interactions with other attendees and vendors.

The limitation also applies to any technical issues or failures that may occur during virtual components of the conference, such as online sessions or virtual networking events.

**Participant Responsibility:** By agreeing to these terms and conditions, participants acknowledge that they are responsible for their own actions and any resulting damage. This includes taking necessary precautions to ensure their own safety and the security of their personal belongings.

By participating in the Coaching Your Growth Conference, exhibitors agree to indemnify and hold harmless Coaching Your Growth and its organizers from any claims, damages, or expenses (including legal fees) arising from their participation in the event. This indemnification includes, but is not limited to, claims related to personal injury, property damage, and any other liabilities that may occur during the conference.

## Intellectual Property

All materials provided at the Coaching Your Growth Conference, including but not limited to logos, trademarks, presentations, handouts, digital content, videos, and any other materials distributed or displayed, are the intellectual property of the Coaching Your Growth Conference and its affiliates. These materials are protected by copyright, trademark, and other intellectual property laws.

## Usage Restrictions

**Written Permission:** Attendees and participants may not use, reproduce, distribute, or modify any of the conference materials without obtaining prior written permission from the Coaching Your Growth Conference organizers.

**Non-Commercial Use:** Any approved use of the materials must be for personal, non-commercial purposes unless otherwise explicitly authorized by the conference organizers.

**No Alterations:** Attendees must not alter or create derivative works from any of the materials without explicit permission.

## Requesting Permission

**Contact Information:** To request permission to use any of the intellectual property from the conference, please contact us at [coachingyourgrowth@1strespondercoaching.org](mailto:coachingyourgrowth@1strespondercoaching.org).

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**Application Details:** When requesting permission, please include detailed information about the intended use, the specific materials you wish to use, and any other relevant information that will help us assess your request.

## Enforcement

**Legal Actions:** Unauthorized use of any intellectual property associated with the Coaching Your Growth Conference may result in legal action.

**Compliance:** By attending the conference, you agree to comply with these intellectual property terms and understand the importance of protecting the creative and intellectual efforts of the organizers and contributors.

## Accessibility Policy for Exhibitors

Coaching Your Growth Conference is committed to providing an accessible experience for all exhibitors. To request accommodation, please contact us at [coachingyourgrowth@1strespondercoaching.org](mailto:coachingyourgrowth@1strespondercoaching.org) at least 4 weeks before the event.

## Privacy Policy for Exhibitors

We collect personal and business information such as your name, company details, contact information, and payment information for registration and communication purposes.

We share your data with trusted third parties necessary for the operation of the conference, including payment processors and venue operators.

You have the right to access, correct, or delete your personal data. To exercise these rights, contact us at [coachingyourgrowth@1strespondercoaching.org](mailto:coachingyourgrowth@1strespondercoaching.org).

For additional details, see our Data Security Policy.

## Anti-Harassment Policy for Exhibitors

Harassment, discrimination, and inappropriate behavior, including verbal abuse, physical intimidation, and unwelcome advances, are strictly prohibited.

If you experience or witness harassment, report it immediately to conference staff at [coachingyourgrowth@1strespondercoaching.org](mailto:coachingyourgrowth@1strespondercoaching.org).

Violations of this policy may result in expulsion from the conference without a refund and, if necessary, reporting to local authorities.

For more information, review our Code of Conduct Policy.

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## Photography and Recording Policy

By attending the Coaching Your Growth Conference, you consent to being photographed and recorded. These materials may be used for promotional purposes.

### Detailed Explanation:

#### 1. Scope of Consent:

- o **Photographs and Videos:** By participating in the conference, you agree to allow the organizers to capture your image in photographs and videos during the event.
- o **Audio Recordings:** You also consent to any audio recordings that may capture your voice during conference sessions, discussions, or interactions.

#### 2. Usage of Materials:

- o **Promotional Purposes:** The photographs, videos, and audio recordings may be used by the Coaching Your Growth Conference for promotional activities. This includes marketing materials, social media posts, website content, newsletters, and future event promotions.
- o **No Compensation:** Attendees will not receive any form of compensation for the use of these materials. The consent given is voluntary and does not entitle participants to any monetary or other benefits derived from the promotional use of their likeness.

#### 3. Distribution and Sharing:

- o **Public Visibility:** The materials may be shared publicly on various platforms, including social media, the conference website, and other promotional channels. This means that your image or voice may be accessible to a wide audience.
- o **Third-Party Use:** The conference organizers may also share these materials with trusted third-party partners, such as sponsors, media outlets, and promotional agencies, for further marketing and promotional efforts.

#### 4. Duration of Use:

**Ongoing Use:** The consent to use your image and recordings is granted indefinitely, allowing the organizers to use the materials for ongoing and future promotional purposes without a time limit.

#### 5. Privacy and Respect:

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- o **Respectful Use:** The organizers will use the photographs and recordings in a manner that respects the dignity and privacy of all attendees. The materials will not be used in a way that misrepresents or harms the individuals captured.

## Health and Safety Policy for Exhibitors

Exhibitors are expected to follow all health and safety guidelines and cooperate with staff instructions to maintain a safe environment.

## Travel and Accommodation Policy for Exhibitors

We recommend booking your accommodation through the passkey provided for Kalahari Resort. Coaching Your Growth Conference is not responsible for travel or accommodation arrangements. Attendees are responsible for their own bookings and associated costs.

## Insurance Requirements for Exhibitors

### Importance of Insurance:

Exhibitors are strongly advised to carry comprehensive insurance coverage for their participation in the Coaching Your Growth Conference. This insurance should cover, at a minimum, the following aspects:

#### 1. Personal Property:

- **Coverage Scope:** Insurance should protect against loss, theft, or damage to any equipment, materials, or personal property that exhibitors bring to the conference.
- **Examples of Covered Items:** Booth displays, electronic devices, promotional materials, merchandise, and any other items used or displayed at the exhibition space.

#### 2. General Liability:

- **Coverage Scope:** Insurance should provide coverage for any potential liability arising from the exhibitor's participation in the event. This includes coverage for bodily injury, property damage, and personal or advertising injury that may occur within the exhibitor's booth or as a result of their activities during the conference.
- **Examples of Incidents Covered:** Accidents causing injury to attendees or staff, damage to the venue property, and claims of defamation or infringement related to promotional materials.

#### 3. Public Liability:

- **Coverage Scope:** Public liability insurance should cover claims made by third parties (e.g., conference attendees) for incidents that occur in connection with the exhibitor's participation.
- **Examples of Incidents Covered:** Slip and fall accidents, injuries resulting from booth setup or displays, and other incidents involving third parties.

### Waiver and Release of Claims:

By participating in the Coaching Your Growth Conference, exhibitors agree to the following conditions regarding claims and liabilities:

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## **4. Waiver of Claims:**

- Exhibitors waive any right to file claims against Coaching Your Growth and its organizers for any injury, loss, or damage that may occur during the conference. This includes, but is not limited to, claims arising from accidents, negligence, theft, damage to property, or any other incidents.

## **5. Release of Liability:**

- Exhibitors release Coaching Your Growth and its organizers from any liability for direct, indirect, incidental, consequential, or punitive damages related to their participation in the event. This release applies regardless of whether the organizers were aware of the possibility of such damage.

## **6. Indemnification:**

- Exhibitors agree to indemnify and hold harmless Coaching Your Growth and its organizers from any claims, damages, or expenses (including legal fees) arising from their participation in the conference. This indemnification includes, but is not limited to, claims related to personal injury, property damage, and any other liabilities that may occur during the event.

## **Recommended Insurance Policies:**

Exhibitors should consider obtaining the following types of insurance policies to ensure comprehensive coverage:

### **7. Commercial General Liability (CGL) Insurance:**

- Provides broad coverage for bodily injury, property damage, and personal/advertising injury claims.

### **8. Property Insurance:**

- Covers loss or damage to the exhibitor's property, including booth materials, equipment, and inventory.

### **9. Business Interruption Insurance:**

- Compensates for lost income and additional expenses if the exhibitor's business operations are disrupted due to an insured event.

### **10. Event Cancellation Insurance:**

Covers financial losses if the event is canceled, postponed, or interrupted due to circumstances beyond the exhibitor's control.