



2021 CABDA ONLINE
TERMS AND CONDITIONS

1. Virtual Trade Show Dates

Wednesday, February 10th through Thursday, February 11th, 2021.

CABDA Show Management (“CABDA”) will keep the Virtual Trade Show floor and Saved Seminar Presentations (the “Event”) open through March 12th, 2021.

2. Virtual Booth Setup

It is the responsibility of each Exhibitor to manage the content of their virtual space. Once payment and the Application for Exhibit Space (the “Application”) is received by CABDA, a Login will be provided to Exhibitors to complete Exhibitor’s booth set up and add additional booth personnel.

3. Payments

Payment is due in full upon invoice. If Exhibitor fails to timely make any payment required by this Contract or otherwise breaches any of its obligations under this Contract, CABDA may immediately terminate this Contract (and Exhibitor’s participation in the Event) by providing written notice (or, if appropriate under the circumstances, oral notice with written notice to follow) to Exhibitor of such termination. CABDA shall have no obligation to refund monies previously paid.

CABDA is expressly authorized (but has no obligation) to occupy, cause to be occupied, or dispose of any space vacated or made available by reason of action taken under this paragraph in such manner as it may deem best, and without releasing Exhibitor from any liability hereunder.

Exhibitor understands that all deposits/final payments are non-refundable. By executing the Contract, it is confirmed that you have read and agreed to these terms.

4. Types of Displays

Eligibility is generally limited to those who manufacture, re-manufacture, or supply products, tools, equipment, supplies, or services used for the Bicycle and/or Outdoors Industries.

CABDA reserves the right to refuse rental of exhibit space to any company whose display of goods or services is not, in the opinion of CABDA, compatible with the general character and objectives of the exhibit, or to remove or change exhibits it finds objectionable or inappropriate.

5. Sponsorship and Advertising

Sponsorship and advertising offerings are available to current event Exhibitors. All sponsorships and advertisements must be paid in full prior to fulfillment.

6. Lead Retrieval

Exhibitor acknowledges that any contact information collected from persons or entities who visit Exhibitor’s space (“Attendee Data”) shall be used solely by Exhibitor for its legitimate internal business purposes. Without limiting the foregoing, Exhibitor understands and agrees that (i) it will not sell, transfer or otherwise distribute to any third party all or any part of any Attendee Data, (ii) it will not make or attempt to make any compilation of the attendees and/or other

participants of the Event or any other derivative work of any Attendee Data, (iii) it will not otherwise use any Attendee Data in connection with any illegal, distasteful, immoral, dishonest or fraudulent activity, and (iv) the compilation of the attendees and/or other participants of the Event is the sole property of CABDA.

7. Unauthorized Promotion or Sales Schemes

To protect Exhibitors from third-party suitcasing, CABDA does not authorize any firm or individual to solicit Exhibitors on any basis because of Exhibitors participation in the Event. The names of any individuals or firms doing so should be promptly reported to the CABDA.

8. Listings & Promotional Materials

By exhibiting at the Event, Exhibitor grants to CABDA a fully-paid, perpetual nonexclusive license to use, display and reproduce the name, trade names and product names of Exhibitor in any directory (print, electronic or other media) listing the exhibiting companies at the Event and to use such names in CABDA Online promotional materials.

CABDA may also take photographs or screen-captures of Exhibitor's booth space, exhibit and personnel during, before or after the open hours of the Event and use such photographs for any CABDA promotional purpose.

Exhibitor warrants that it owns or has right to use pursuant to a valid license, all intellectual property (copyright, trademark, etc.) to be used by Exhibitor for promotion or exhibition at the Event.

9. Copyrighted Materials and Intellectual Property

Unauthorized copying, distribution, modification, public display, or public performance of copyrighted works is an infringement of the copyright holder's rights. Exhibitor agrees not to use any material obtained at the Event or through a third-party service to infringe on any intellectual property rights including, without limitation, registered and unregistered trademarks, images, and of any other exhibitor.

10. Observance of Laws

Exhibitor shall abide by and observe all federal, state and local laws, codes, ordinances, rules and regulations.

11. Reservation of Right to Make Changes

Any matters not specifically covered herein are subject to decision by CABDA. CABDA reserves the right to make such changes, amendments and additions to these rules as considered advisable for the proper conduct of the exhibit, with the provision that all exhibitors will be advised of any such change.

CABDA may adopt rules or regulations from time to time governing such matters and may amend or revoke them at any time, upon reasonable notice to Exhibitor. Exhibitor shall observe and abide by additional regulations made by CABDA as soon as they are communicated to Exhibitor.

12. Governing Law, Venue, and Attorney's Fees

This Contract shall be governed by the laws of the State of Illinois. Venue for any such action arising out of, connected with, or related to this Contract shall be in Cook County, Illinois, or the United States District Court for the Northern District of Illinois, for a federal district court proceeding.

The prevailing party to any dispute arising out of or relating to this Contract shall be entitled to its attorney's fees, costs and expenses regardless of whether the attorney's fees, costs and expenses are incurred in mediation, litigation, or appellate proceedings.

13. Resolution of Disputes

In the event of a dispute or disagreement between two or more Exhibitors, all interpretations of the rules governing the exposition, actions, or decisions concerning this dispute or disagreement by CABDA intended to resolve the dispute or disagreement shall be binding on the Exhibitor.

14. Indemnification

Exhibitor shall indemnify, defend (with legal counsel satisfactory to CABDA), and hold CABDA, its employees, agents, and

representatives (collectively “Indemnitees”) harmless from any and all claims, demands, suits, liabilities, damages, losses, costs, reasonable attorneys’ fees and expenses which result from or arise out of or in connection with: (a) Exhibitors’ participation in the Event, (b) any breach by Exhibitor of any agreements, covenants, promises or other obligations under this Contract; (c) any matter for which Exhibitor is otherwise responsible under the terms of this Contract; (d) any violation or infringement (or claim of violation or infringement) of any law or ordinance or the rights of any party under any patent, copyright, trademark, trade secret or other proprietary right; (e) any libel, slander, defamation or similar claims resulting from the actions of Exhibitor; (f) damage to property or the business or profits of Exhibitor, and (g) any claims or demands resulting from or relating to Exhibitor’s use of any exhibition space or services.

This indemnification provision shall not be construed to seek indemnification for indemnitor’s sole negligence, or willful, wanton or intentional misconduct. This defense, indemnity and hold harmless provision shall survive the termination of the Contract.

15. Limitations of Liability

The Exhibitor further agrees that neither CABDA, nor its employees, agents, or representatives shall be liable for any lost profits or any incidental, special, indirect, punitive or consequential damages whatsoever for any of Exhibitor’s acts or omissions, whether or not apprised of the possibility of any such lost profits or damages and that the Exhibitor will save hold harmless and make no claims for any reasons whatsoever, against CABDA, its employees, agents or representatives for: (1) any damage to Exhibitor’s business by reason of the failure to provide space for the exhibit; (2) for any action of employees, agents or representatives of CABDA; or (3) for failure to hold the exhibit as scheduled. CABDA makes no representations or warranties, express or implied, regarding the number and nature of exhibitors and/or attendees who will attend the Event or regarding any other matters.

If the Event is cancelled for any reason, CABDA shall have the option, in its sole discretion, to issue a credit to Exhibitor which can be applied toward the purchase of an exhibit space, whether physical or virtual, at the next CABDA Expo scheduled after the Event. Any credit provided shall be in the amount which Exhibitor has paid to CABDA and shall expire on the last day of the CABDA Expo, whether physical or virtual, that is scheduled immediately after the Event.

16. Disclaimer

CABDA makes no warranties, either expressed or implied with regards to the floorplan. CABDA reserves the right to make any changes and/or revisions at any time to the floor plan. CABDA assumes no responsibility for the content, privacy policies, or practices of any third-party websites. CABDA disclaims all liability for any and all claims, demands, and damages of any kind and nature arising out of or related to any and all potential liabilities arising from the use of any third-party website. CABDA cannot guarantee the availability or performance of any third party services used to support the Event. CABDA shall not be liable for any outages, version changes, delivery delays, failures, bugs, or termination of third party network service. CABDA also disclaims liability for any statements made by Exhibitor, other exhibitors and/or attendees and Exhibitor acknowledges that those statements are beyond CABDA’s control.

17. Construction and Interpretation.

If a provision of this Contract (or the application of it) is held by a court to be invalid or unenforceable, that provision will be deemed separable from the remaining provisions of the Contract, will be reformed/enforced to the extent that it is valid and enforceable, and will not affect the validity or interpretation of the other provisions or the application of that provision to a person or circumstance to which it is valid and enforceable.

Headings are for convenience only and do not affect interpretation. This Contract records the entire agreement of the parties and supersedes any previous or contemporaneous agreement, understanding, or representation, oral or written, by the parties. This Contract incorporates the document entitled “Exhibit Space Application and Contract.”