



# DIA 2021

GLOBAL ANNUAL MEETING  
VIRTUAL | JUNE 27-JULY 1

## Contract Conditions/Rules & Regulations

DIAGlobal.org

### Contract Conditions/Rules & Regulations for the DIA 2021 Global Annual Meeting

*This Application & Contract (the "Agreement") to participate in the DIA 2021 Global Annual Meeting ("Event") June 27 - July 1, 2021, shall become effective when it has been submitted by the exhibiting company and accepted by the DIA. The individual signing this Application & Contract represents and warrants that he/she is duly authorized to execute this binding Application & Contract on behalf of the exhibiting company. By signing below, the exhibiting company agrees to be bound by the terms and conditions below. The exhibiting company agrees that upon acceptance of this Application & Contract by DIA, with or without appropriate payment of the exhibition fee and further action by the exhibiting company, this Application & Contract, together with the terms and conditions below, (collectively "this Contract") shall become a legally binding contract between DIA and exhibiting company ("Exhibitor").*

#### 1. SHOW MANAGEMENT

SmithBucklin will orchestrate management of the DIA 2021 Global Annual Meeting Exhibits. SmithBucklin is responsible for exhibit sales, exhibit logistics and collection of exhibitor payment. SmithBucklin acts as a liaison between exhibitors, DIA and all official show contractors. If you have any questions about your exhibit, contact SmithBucklin directly.

##### SmithBucklin

330 N. Wabash Ave.  
Ste. 2000  
Chicago, IL 60611 USA  
Phone: +1.312.673.5570  
Email: [DIA@SmithBucklin.com](mailto:DIA@SmithBucklin.com)

#### 2. PAYMENTS & REFUNDS

Exhibitor must remit a 50 percent (50%) deposit of the exhibit package with their Applications & Contract. The remaining balance must be paid on or before January 29, 2021. However, Applications and Contracts submitted on or after January 29, 2021, must be accompanied by payment in full. Exhibitors who have a credit on file with DIA from the 2020 Global Annual Meeting may select their 2021 exhibit package without submitting a deposit and will be invoiced for the remaining balance which must be paid on or before January 29, 2021. Outstanding balances will be subject to review, and contracted exhibit packages that remain unpaid may be cancelled by DIA. Any applicable cancellation fees will apply. Credit card payments can be made online using American Express, MasterCard or

Visa. Make all checks payable to DIA and remit to the following address via the U.S. Postal Service or overnight courier (e.g., FedEx):

Drug Information Association, Inc.  
Attn: Annual Meeting Exhibits  
21 Dupont Circle NW  
Ste. 300  
Washington, DC 20036 USA

Exhibitors who choose to pay by ACH/wire must email [DIA@SmithBucklin.com](mailto:DIA@SmithBucklin.com) for remittance instructions.

No Exhibitor will be allowed to participate in the DIA 2021 Global Annual Meeting unless payment in full is received prior to the start of the DIA 2021 Global Annual Meeting on June 27, 2021. DIA reserves the right to hold or revoke Exhibitor passes for any Exhibitor with an unpaid balance and to instruct all official show contractors to deny goods and services.

#### 3. CANCELLATION OF PARTIAL OR FULL EXHIBIT CANCELLATION BY EXHIBITOR

Any cancellation by an exhibitor must be made in writing to SmithBucklin using the address listed in Section 1. Cancellations must be received by SmithBucklin by the deadline date. Alternatively, cancellations may be directed via email to [DIA@SmithBucklin.com](mailto:DIA@SmithBucklin.com), provided that the cancelling Exhibitor obtains confirmation of receipt of email from SmithBucklin on or before the cancellation deadline. For cancellations of exhibit packages received between the date the contract was signed and January 29, 2021, the Exhibitor is responsible for, and DIA

retains, 50 percent (50%) of the total exhibit package charge as a cancellation fee. In the event that an Exhibitor cancel a portion of their exhibit package between their contract submission and January 29, 2021, Exhibitor is still responsible for, and DIA still retains, the 50 percent deposit on the cancelled exhibit package as a cancellation fee

Full payment is required and no refunds whatsoever will be made on cancellations or a decrease in an exhibit package on or after January 29, 2021. Should an Exhibitor cancel their exhibit package, or a portion of their package, after January 29, 2021, the Exhibitor is responsible for the full exhibit package charge for the originally contracted package regardless of payment status.

Notwithstanding the foregoing, Exhibitor will have no right to cancel following a DIA cancellation under Section 4. No refunds whatsoever will be made to exhibitors of the 2020 Global Annual Meeting with credits on file with DIA, that cancel or fail to utilize purchased exhibit packages for the DIA 2021 Global Annual Meeting.

#### 4. CANCELLATION OR CHANGES TO DIA 2021 GLOBAL ANNUAL MEETING BY DIA

If for any reason beyond DIA's control DIA determines, in its sole discretion, that the Event must be cancelled, shortened, delayed, dates changed, or otherwise altered or changed (collectively "Event Adjustment"), Exhibitor understands and agrees that DIA shall refund the rental fees paid to it by Exhibitor less



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reasonable expenses, if any, incurred by DIA for fulfillment of this Agreement prior to a determination of the Event Adjustment. Exhibitor understands that all losses and damages that it may suffer as a consequence of an Event Adjustment or cancellation are its responsibility and not that of DIA or its directors, officers, employees, agents or subcontractors. Except for the foregoing refund, Exhibitor understands that it may lose all monies it has otherwise incurred for the Event. The above phrase "any reason beyond DIA's control" includes, but is not limited to: fire, casualty, flood, epidemic or pandemic, earthquake, explosion, accident, blockage, embargo, inclement weather, act or threat of terrorism, riot or civil disturbance; strike, lockout, boycott or other labor disturbance, inability to secure necessary labor, technical or personnel failure, lack of or impaired transportation facilities, inability to obtain, condemnation, requisition or commandeering of necessary supplies or equipment or services, orders or restraints imposed by civil defense, military or other types of governmental authorities, or acts of God, or such circumstances making DIA's performance impossible, illegal, or commercially impracticable in its sole discretion. Exhibitor, as a condition of being permitted by DIA to be an Exhibitor at the Event, agrees to indemnify, defend and hold harmless DIA, its directors, officers employees, agents and subcontractors from any and all loss which Exhibitor may suffer as a result of Event cancellation, duration, delay or other alterations or changes caused in whole, or in part, by any reason outside DIA's control. The terms of this provision shall survive the termination or expiration of this Agreement.

#### 5. ELIGIBILITY TO EXHIBIT

Exhibitors must comply with all applicable laws, rules and regulations

in the performance of their obligations under this Agreement. Exhibitors should be a producer or supplier of equipment, products or services whose proposed exhibit is directly related to the pharmaceutical, biotechnology, medical device, or related health care industries, and whose exhibit will contribute to the education of those registrants within the industry and/or their academic counterparts may apply for exhibit packages. DIA reserves the right to determine the eligibility of any exhibitor for inclusion in the Event and to prohibit an exhibitor from conducting and maintaining an exhibit if, in the sole judgment of DIA, the exhibitor or exhibit or proposed exhibit shall in any respect be deemed unsuitable. An Exhibitor's eligibility to exhibit in the Event must remain in effect from the time of submission of this Agreement to the time of the Event and should DIA determine that an Exhibitor which it had previously determined was eligible to exhibit at the Event is no longer eligible to do so, DIA may notify the Exhibitor and may terminate this Agreement without liability upon written notice to Exhibitor.

#### 6. SUBLETTING

Exhibitors are prohibited from assigning, sharing or subletting their virtual exhibit nor shall they exhibit or permit to be exhibited any products or advertising materials which are not a part of their own regular products, or which are not compatible with the purpose and/or character of the Event as determined by DIA in its sole discretion.

#### 7. INTELLECTUAL PROPERTY MATTERS

The Exhibitor represents and warrants to DIA that no materials used in or in connection with their exhibit infringe the trademarks, copyrights (including, without limitation, copyrights in music and other materials used or broadcast by Exhibitor) or other intellectual property rights of

any third party. The Exhibitor agrees to immediately notify DIA of any information of which the Exhibitor becomes aware regarding actual or alleged infringement of any third party's trademarks, copyrights or other intellectual property rights. The Exhibitor agrees to indemnify, defend and hold DIA, its officers, directors, employees, agents, successors and assigns harmless from and against all losses, damages and costs (including attorney's fees) arising out of or related to claims of infringement by Exhibitor, its employees, agents, or contractors of the trademarks, copyrights and other intellectual property rights of any third party.

Notwithstanding the foregoing, DIA, its officers, directors, employees, agents, and each of them, shall not be liable for and expressly disclaims all liability for infringement or alleged infringement of the trademarks, copyrights or other intellectual property of any third party arising out of the actions of any Exhibitors. The terms of this provision shall survive the termination or expiration of this Contract.

#### 8. USE OF DIA NAME

DIA, Global Annual Meeting, DIA logo and DIA Event logo are registered trademarks owned by the DIA. Participation by an Exhibitor in the Event grants no rights, title or interest in or to use such names or logos, except that the Exhibitor may reference their participation in the Event. Exhibitor shall use the term DIA 2021 or the DIA 2021 Global Annual Meeting. Usable graphics will be made available to all contracted Exhibitors. Graphics should be hyperlinked to [DIAGlobal.org/DIA2021](http://DIAGlobal.org/DIA2021). Participation in the Event does not imply endorsement or approval by DIA of any product, service or participant and none shall be claimed by any participant.

#### 9. SETUP, SHOW HOURS & SHOW HOURS & EXHIBIT TRAFFIC

DIA will offer training sessions and provide



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instructions for Exhibitors to setup their virtual exhibit. All virtual exhibits must be setup and show ready by 5:00 PM EST on Friday, June 18, 2021, without exception.

DIA shall share a detailed schedule of events including Show Hours with Exhibitor approximately 60 days prior to the start of the 2021 Global Annual Meeting. For the current schedule and latest updates, visit <https://www.diaglobal.org/Flagship/DIA-2021>.

DIA makes reasonable attempts to attract high quality attendees to its Event, but does not guarantee specific volumes of traffic or levels of qualification during Show Hours. Traffic at any given exhibit is a function of the Exhibitor particular exhibit and not the responsibility of DIA. DIA offers advertisement, promotional and sponsorship opportunities to all Exhibitors.

#### 10. DIA CODE OF CONDUCT

All Event participants, including DIA members, non-DIA members, speakers, attendees, exhibitors, and any/all agents thereof, are expected to adhere to and promote the highest standards of professional conduct by:

- Demonstrating commitment to DIA's core values, mission, and member community
- Exhibiting professional and ethical behavior at all times
- Communicating openly, and being transparent about intent of actions, to establish accountability and trust
- Demonstrating compassion in all interactions with colleagues
- Respecting the diversity of DIA by providing a consistent global standard of protection from threats, harassment, and discrimination based on race, national origin, gender, religion, age, sexual orientation, disability, or other personal characteristics

Failing to uphold this DIA Code of Conduct will result in punitive consequences up to and including termination of DIA membership and expulsion from the Event.

#### 11. INDEMNIFICATION

Exhibitor agrees that it will indemnify, defend and hold Show Management, DIA, their respective officers, directors, employees, agents and each of them, harmless from and against a) the performance or breach of this Contract by Exhibitor, its employees, agents or contractors; b) the failure by Exhibitor, its employees, agents or contractors to comply with applicable laws, rules, regulations and ordinances; and c) the act, omission, negligence, gross negligence, or willful misconduct of Exhibitor, its employees, agents, contractors, licensees, guests, or invitees. This indemnification of Show Management by Exhibitor is effective unless such injury was caused by the sole gross negligence or willful misconduct of Show Management. Exhibitor agrees that if Show Management or DIA is made a party to any litigation commenced by or against Exhibitor, or relating to this Contract or the premises leased hereunder, then EXHIBITOR WILL PAY ALL COSTS AND EXPENSES, including attorneys' fees, INCURRED BY OR IMPOSED UPON SHOW MANAGEMENT OR DIA BY REASON OF SUCH LITIGATION. THE TERMS OF THIS PROVISION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS CONTRACT.

#### 12. INSURANCE

Exhibitor shall, at its sole cost and expense, procure and maintain through the term of this Agreement, comprehensive general liability in connection with the Event. Such insurance shall include contractual liability, product liability coverage, and intellectual property coverage including specifically trademark and copyright infringement.

Upon request, such insurance shall name DIA and SmithBucklin as additional insureds. Proof of such insurance, including a Certificate of Insurance, shall be provided to SmithBucklin within 30 days of acceptance of Exhibitor's Application and Contract.

#### 13. USE OF VIRTUAL EXHIBIT SPACE — GENERAL

- Exhibitors are prohibited from possessing, displaying or depicting any products or components or company names in their virtual exhibit that could be interpreted as being a promotion or comparison (features, benefits, price etc.) of another company.
- Any special promotions planned by Exhibitors at any time during the Event must be approved by DIA. Details should be submitted to Show Management via email to [DIA@SmithBucklin.com](mailto:DIA@SmithBucklin.com) at least 10 business days prior to the start of the Event. DIA reserves the right to designate specific days and hours during which special promotions may be conducted, if they are permitted at all.
- DIA allows drawings, games of chance and raffles during the Event an in conjunction with an Exhibitor's exhibit. Exhibitors must abide by all applicable local and state statutes and regulations regarding drawings, games of chance and raffles. DIA may withhold or withdraw permission to distribute gifts, souvenirs, advertising or other materials, which at its sole discretion, are considered objectionable or inappropriate.
- All exhibit personnel visible on the virtual platform must be appropriately clothed for a professional setting.
- The Exhibitor acknowledges and agrees that DIA, its employees and contractors may take photographs/



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video recordings/screen captures during the Event which could include images of the Exhibitor, its name and logo, its representatives and its exhibits while participating in the Event. The Exhibitor hereby consents to and grants to DIA its affiliates, the unrestricted, perpetual, worldwide, royalty-free and transferable right and license to use (and grant others the right to use) the images worldwide without any compensation. The Exhibitor acknowledges that DIA is the sole and exclusive owner of all rights in the images and hereby waives (a) any and all rights in and to such images, and (b) any and all claims the Exhibitor and its representatives may have relating to or arising from the images or their use.

- f. Music used in the virtual exhibit or at any of Exhibitor's promotional materials shared in conjunction with the Event is subject to applicable copyright and licensing fees charged by BMI and ASCAP. It is the sole responsibility of the Exhibitor to pay applicable fees.

#### 14. ATTENDEE LISTS

Attendee lists, containing information for attendees who choose to share their contact information, will be distributed prior to and following the event. Please note that no individual or organization is authorized to market or to sell attendee lists of DIA. DIA shall maintain an [authorized vendor list](#) on its website. If you are contacted by company claiming to sell the DIA attendee list, please inform Show Management at [DIA@SmithBucklin.com](mailto:DIA@SmithBucklin.com).

#### 15. PRIORITY POINTS LOSS

Priority points may be subtracted from exhibitors' accounts for violations of this Agreement. All decisions about the removal of points are at the sole discretion

of DIA and will be explained in writing to the exhibitor by DIA.

#### 16. AMENDMENTS/ INTERPRETATION

DIA reserves the right to amend and enforce this Agreement. Written notice of any amendments shall be given to each affected Exhibitor. Each Exhibitor, for itself, its agents and employees, agrees to abide by this Agreement set forth therein, or by any subsequent amendments. DIA reserves the sole right to interpret this Agreement. All interpretations are final and are not subject to review or to appeal. Exhibitors which, in the sole interpretation of DIA shall be subject to disciplinary action up to and including ejection from the Event and refusal to participate in any future events of DIA.

#### 17. ENFORCEMENT/ MISCELLANEOUS

This Agreement is governed by District of Columbia law and the Exhibitor consents to the exclusive jurisdiction of the District of Columbia courts with respect to any action arising out of this Agreement or DIA. The parties explicitly acknowledge and agree that the provisions of this Agreement are both reasonable and enforceable. However, the provisions of this Agreement are severable and, as such, the invalidity of any one or more provisions shall not affect or limit the enforceability of the remaining provisions. Should any provision be held unenforceable for any reason, then such provision shall be enforced to the maximum extent permitted by law.

Any Exhibitor who fails to comply with the terms and conditions of this Agreement may lose part or all of their priority points and may entirely lose the privilege of exhibiting at future DIA events.

This Agreement will be binding on the Exhibitor's heirs, successors and assigns.

#### 18. LIMITATION OF LIABILITY

IN NO EVENT SHALL THE FACILITY, DIA 2021 Global Annual Meeting, DIA, THEIR OWNERS, MANAGERS, OFFICERS OR DIRECTORS, AGENTS, EMPLOYEES, INDEPENDENT CONTRACTORS, SUBSIDIARIES AND AFFILIATES (COLLECTIVELY "DIA PARTIES") BE LIABLE TO THE EXHIBITOR OR ANY THIRD PARTY HIRED BY OR OTHERWISE ENGAGED BY THE EXHIBITOR FOR ANY LOST PROFITS OR ANY OTHER INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING ATTORNEY'S FEES AND COSTS, ARISING OUT OF THIS APPLICATION AND CONTRACT OR CONNECTED IN ANY WAY WITH USE OF OR INABILITY TO USE THE SERVICES OUTLINED IN THIS APPLICATION AND CONTRACT OR FOR ANY CLAIM BY EXHIBITOR, EVEN IF ANY OF THE DIA PARTIES HAVE BEEN ADVISED, ARE ON NOTICE, AND/OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF SUCH DAMAGES. EXHIBITOR AGREES THAT DIA PARTIES' SOLE AND MAXIMUM LIABILITY TO EXHIBITOR, REGARDLESS OF THE CIRCUMSTANCES, SHALL BE THE REFUND OF THE EXHIBIT FEE. EXHIBITOR AGREES TO INDEMNIFY AND DEFEND THE DIA PARTIES FROM ANY CLAIMS BROUGHT BY A THIRD PARTY HIRED BY, OR ENGAGED BY THE EXHIBITOR FOR ANY AMOUNT BEYOND THE EXHIBIT FEE. FURTHER, EXHIBITOR AGREES TO PAY ALL ATTORNEY'S FEES AND COSTS INCURRED BY DIA PARTIES ARISING OUT OF, OR IN ANY WAY RELATED TO, THIS AGREEMENT. EXHIBITOR SHALL BE SOLELY RESPONSIBLE FOR ITS ATTORNEY'S FEES AND COSTS.