MEMS 2027 RULES & REGULATIONS

THE 40TH INTERNATIONAL CONFERENCE ON MICRO ELECTRO MECHANICAL SYSTEMS

BIG ISLAND HAWAII

These Rules and Regulations apply to and are made part of the MEMS 2027 Conference Contract Terms and Conditions (***"Contract"***) entered into by MEMS 2027 Conference and its agents (***"Conference Management"***) and the Exhibitor named therein (***"Exhibitor"***) with respect to MEMS 2027 Conference to be held in Hawaii, USA, 17-21 January 2027, at the Hilton Waikoloa Village and its agents or employees, (***"Facility"***). Exhibitor agrees to abide by all the Rules and Regulations as provided in this document and to any additional rules and or guidelines specific to the Facility that may be provided in the Exhibitor Kit or otherwise provided by the MEMS 2027 Conference.

Should an Exhibitor have any questions regarding the interpretation of these Rules and Regulations, it is the responsibility of the Exhibitor to contact MEMS 2027 Conference to raise the question and establish clarity and understanding of the item. Questions may be directed to exhibits@mems27.org.

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1 Booths are assigned as they are purchased. Conference Management reserves the right to transfer assignments when such action is deemed to be in the best interests of the total exhibit effort.

2 Conference attendees will be free to participate in the exhibit area before, during, and after sessions, during coffee breaks and luncheons.

3 Only registered Conference participants and Exhibitors will be admitted into the Conference and all meeting and, exhibit space. The Conference does not allow for "guests" to visit exhibit booths. All Exhibit booth representatives and guests must register and have a badge. Information regarding registering will be included in the Exhibitor Kit.

4 Standard Security will be provided by Conference Management during non-Conference hours. However, each Exhibitor should make provisions to safeguard his or her goods from the time they are placed in the booth until the time they are removed. Conference Management and the Facility will not be responsible for loss or damage due to any cause. Do not leave laptop computers or other valuable equipment in the exhibit hall unattended; Conference Management will not be responsible for loss or damage.

5 Exhibitors agree not to assign or sublet any space allotted to them without written consent of Conference Management, nor to display or advertise goods other than those manufactured or carried by them in the regular course of business. No persons, firm or organization not having contracted with Conference Management for the occupancy of space in the exhibit will be permitted to display or demonstrate its products, processes or services, distribute advertising materials in the halls or corridors, or in any other way occupy or use the facilities for purposes inconsistent with these regulations.

6 In the best interest of the Exhibitors, Conference Management has selected certain firms to serve as official contractors to provide various services to the Exhibitors. It is agreed that the Exhibitor will abide by and comply with rules and regulations concerning local unions (if applicable) having agreement with the Facility or with authorized contractors employed by Conference Management. Complete information, instructions and schedule of prices regarding drayage, labor, electrical work, furniture, cleaning, etc. will be included in the Exhibitor Kit, to be forwarded prior to the Conference.

7 Conference Management reserves the right to restrict exhibits which are objectionable because of noise, glaring or flashing lights, method of operation or any other reason, and also to prohibit or evict any exhibit which, in the opinion of Conference Management, may detract from the general character of the exhibition. This reservation includes persons, things, conduct, printed matter or anything Conference Management judges to be objectionable. In the event of such restriction or eviction, Conference Management is not liable for any refund of any amount paid hereunder. No display material exposing an unfinished surface to neighboring booths will be permitted.

8 Exhibitors will be held liable for any damage caused to the property, and no material or matter of any kind shall be posted on, tacked, nailed, screwed or otherwise attached to columns, walls, floors or other parts or portions of the building or furnishings. Whatever may be necessary to properly protect the building, equipment or furniture will be installed at the expense of the Exhibitor. If any controversy arises as to the need or propriety thereof, Conference Management will be the final judge thereof and his/her decision shall be binding on all parties concerned.

9 As a matter of safety and courtesy to others, Exhibitors should conduct sales presentations and product demonstrations in a manner that ensures all Exhibitor personnel and attendees are within the contracted exhibit space and not encroaching on the aisle or neighboring exhibits. It is the responsibility of each exhibit to arrange displays, product presentation, audiovisual presentations, and demonstration area to ensure compliance. Exhibitor should be aware of and adhere to local regulations regarding fire/safety and environment.

10 Exhibitor/Sponsor agrees that the use and distribution of promotional materials at or immediately prior to and during the Conference, including but not limited to flyers, circulars, and souvenirs, must be distributed within the limits of assigned booth space. Use of the conference registration list for harvesting contacts, populating prospect databases, and/or soliciting by any electronic means is strictly prohibited. Furthermore, Exhibitor/Sponsor agrees that all marketing activities during the exhibition, including, but not limited to, live demonstrations and the use of costumed representatives, are subject to approval by Conference Management and must be confined to the limits of assigned booth space. Items cannot be left in public/common areas (like water coolers, bathrooms, etc).

11 Giveaways and drawings are permitted at the Conference. Conference attendees are responsible for assuring they are in compliance with their institution's guidelines for accepting gifts.

12 Cash and carry sales are prohibited. Samples or souvenirs may not be sold.

13 Exhibitors, without the written authorization of the Conference Management and the Facility, may NOT distribute samples of food or beverages. All arrangements for the provision of food and beverage must be made through the Facility.

14 Any social function or special event planned by an Exhibitor to take place during the conference must be approved by Conference Management and may not conflict with any event or program scheduled.

15 Conference Management seeks to create safe and welcoming environments for all individuals to network, learn, and share. As a community we do not tolerate discrimination, abuse, or harassment of any kind by anyone at our events. Prohibited behaviors include, but are not limited to, harassment or intimidation based on race, religion, language, gender, sexual orientation, gender identity, gender expression, disability, appearance, or other group status; sexual harassment, including unwelcome sexual attention, stalking (physical or virtual), or unsolicited physical contact; and disorderly or disruptive actions in sessions, the exhibit hall, or in other conference venues. Conference Management reserves the right at its sole discretion to expel anyone, without refund, whose conduct is not in keeping with these expectations. If you feel threatened or at risk of physical harm or are involved in or witness an emergency situation, please immediately dial 9-1-1 and ask for help from staff/on-site security. If you feel you have been subject to harassment, please contact a Conference staff member.

16 Common courtesy dictates that Exhibitors must obtain any presenter's permission to post, record, or stream their session or activity in any medium or social media channel (including, but not limited to, Instagram, Twitter, SnapChat, Periscope, Facebook, and YouTube). Recording/streaming for commercial purposes is allowed only with prior written permission from both Conference Management and the presenter(s). Conference Management reserves the right to ask any one to move within or to leave a session venue if their use of technology is disruptive to presenters or other participants. Please Note: By attending the conference, you are agreeing to allow images, audio, and video of you recorded on site, by Conference personnel, to be used for educational and promotional purposes. Please contact the Conference directly with questions.

17 Exhibitors voluntarily assume all risk and danger of personal injury and all hazards arising from, or related in any way to, the meeting, whether occurring prior to, during, or after the meeting.

18 Cancellations must be received in writing. Refer to signed contract/brochure for cancellation dates. Failure to appear at the conference does not release the Exhibitor from responsibility for payment of the full cost of the contracted booth space. In the event of cancellation, space reverts back to Conference Management for use at its sole discretion. Conference Management's ability to resell the space shall not affect the refund schedule.

19 Infractions of these conditions on the part of the Exhibitor or any of his/her representatives may subject them to dismissal from the Conference hall. In this event, the Exhibitor or representative will make no demand for redress.

20 Exhibitors will not be permitted to store behind their booth background any excess material such as cardboard, cartons, literature, etc. If unusual equipment or machinery is to be installed, the Exhibitor must communicate with Conference Management for information concerning facilities or regulations.

21 No one under the age of 18 will be allowed on the exhibit floor at any time during set-up or break-down.

22 The Exhibitor assumes all responsibility for compliance with all pertinent ordinances, regulations and codes of duly authorized local, state and federal governing bodies concerning fire, safety, health, together with the rules and regulations of the operators and/or owners of the property wherein the exhibit is held. Hazardous, toxic, and/or flammable material is not permitted. Cloth decorations must be flameproof. Wiring must comply with fire department and underwriters' rules. All booth decorations must meet flame proofing codes. Any exhibit or parts thereof found not to be fireproof may be dismantled. All exits, hallways, aisles, and fire control apparatus must remain clear and unobstructed at all times. Electrical equipment and wiring must conform to the National Electrical Code Safety Rules. Helium balloons are not permitted.
The storage and utilization of pressurized and liquid gas in the exhibition halls and in the grounds is prohibited without written authorization from the Conference Management and the Facility.

23 Conference Management and the Facility, shall not be responsible for any loss, theft or damage to the property of the Exhibitor, its employees, or representatives. Further, Conference Management and the Facility will not be liable for damage or injury to persons or property during the term of this agreement from any cause whatsoever by reason of the use or occupancy of the exhibit space by the Exhibitor or representatives, and the Exhibitor shall indemnify and hold harmless Conference Management and the Facility from all liability, which might ensue from any cause whatsoever; if the Exhibitor's material fails to arrive, the Exhibitor is nevertheless responsible for all amounts due hereunder. The Exhibitor assumes the entire responsibility and liability for losses, damages and claims arising out of injury or damage to Exhibitor's displays, equipment and other property brought upon the premises of the Facility and shall indemnify and hold harmless the Conference Management and Facility agents, servants and employees from any and all such losses, damages and claims.

24 Neither Conference Management, nor the Facility, nor the official general service contractor, shall be liable for loss of or damage to any Exhibitor in storage, in transit to or from the exhibition building, or while in the convention center building or premises. All property of the Exhibitor shall be deemed to remain under the Exhibitor's custody and control in storage, in transit to or from, and within the confines of the Facility even though it may at times be under the temporary control or direction of Conference Management, Facility, or the official general service contractor.

25 Space is leased with the understanding that Conference Management will act for the Exhibitor only in the capacity of agent and not as principal. Conference Management and the Facility assume no liability whatever for damages resulting from any act of omission or commission in connection with said agency. The Exhibitor and representatives hereby release the Conference, sponsoring agencies, and the Facility from any or all liabilities for loss ensuing from any cause whatsoever.

26 Exhibitors are advised to carry special insurance to cover exhibit material against damage and loss, and public liability insurance against injury to the person or property of others. All property of the Exhibitor is understood to remain under its custody and control in transit to and from or within the confines of the exhibit area. Conference Management and the Facility do not maintain insurance covering Exhibitor's property. It is recommended that Exhibitors shall carry Comprehensive General Liability coverage, including:

General Liability:

$1,000,000 Premises Operations
$1,000,000 Product and Completed Operations
$1,000,000 Personal Injury Legal Liability
$1,000,000 Per Occurrence
$2,000,000 Annual Aggregate

Primary Non-Contributory Additional Insured written to include
the Conference Management and Facility.

Hired and Non-Owned Auto Liability - $1,000,000 per accident
Workers Compensation and Employers Liability
$500,000 Limit for Employers Liability

27 In the event that the premises where the Conference is to be held shall, in the sole determination of Conference Management, become unfit or unavailable for occupancy, or shall be substantially interfered with, by reason of picketing, strike, embargo, injunction, act of war, terrorism, act of God, fire or state of emergency declared by any government agency or by reason of any municipal, state or federal law or regulation or by reason of any other occurrence beyond the control of Conference Management, Conference Management may cancel or terminate the exposition. In the event of such cancellation or termination, the Exhibitor waives any and all claims the Exhibitor might have against Conference Management for damages or expenses and agrees to accept in complete settlement and discharge of all claims against Conference Management the Exhibitor's prorated share of the total amount paid by all Exhibitors less all costs and expenses incurred by Conference Management in connection with the exposition, including a reserve for future claims and expenses in connection therewith.

28 Good Neighbor Policy - Exhibitors are required to conduct themselves and operate their exhibit so as not to annoy, endanger, or interfere with the rights of others at the Conference. Activities may not disturb neighboring booths. Booth presentations and other sound may not resound in neighboring booths.

29 Conference Management reserves the right to determine the eligibility of any company or product for inclusion in the exposition.

30 Any and all matters not specifically covered by the preceding rules and regulations shall be subject solely to the decision of Conference Management. The Conference Management shall have full power to interpret, amend, and enforce these rules and regulations, provided any amendments, when made, are brought to the notice of the Exhibitors. Each Exhibitor, for themselves and their employees, agrees to abide by the foregoing rules and regulations and by any amendments or additions thereto to conformance with the proceeding sentence.

31 Conference Management shall have full power in the interpretation and enforcement of all Rules and Regulations, and shall have the authority to make such further Rules and Regulations, orally or in writing, as Conference Management considers necessary for the proper conduct of the Conference, and such decision shall be binding on Exhibitor.

Communication pertaining to this Conference exhibit should be addressed to:
MEMS 2027 Conference • Email: exhibits@mems27.org

www.mems27.org