

### Reserving Exhibit Space

Academy of Nutrition and Dietetics is herein referred to as “the Academy,” and authorized representatives and Corcoran Expositions, Inc. are hereinafter referred to as “Show Management.” In submitting the FNCE® Exhibit Space Application & contract, the company, organization, association, & management company (collectively referred to as “exhibitor” or “exhibit”) agrees to read and comply with all rules, restrictions, and directives issued by the Academy in connection with the 2026 Food & Nutrition Conference & Expo® (FNCE). This includes but is not limited to information contained in the Exhibitor Prospectus, confirmation material, Exhibit Space Application, Exhibitor Service Kit, & the Rules & Regulations hereafter.

**The Academy reserves the right to exercise its sole discretion in acceptance or refusal of applications.** Products, programs, & services proposed for exhibition must relate to the food, nutrition, & dietetics profession. Content is reviewed for current and scientifically valid information, based on credible sources and/or published peer-reviewed research, if relevant, & for consistency with federal regulations, professional guidelines, and/or accreditation standards, when applicable.

At the request of the Academy at any time before or during the Expo, exhibitor must furnish the Academy with sample products, packages, labels, advertising, and/or literature that would be or is being distributed. The Academy reserves the right to determine which companies & products are appropriate for inclusion in the Expo & to refuse, cancel, or restrict any applicant, exhibitor, or exhibit which the Academy considers unacceptable on account of the exhibitor’s conduct, articles, printed material, samples, questionnaires, celebrities, or any other aspect related to its exhibit. Upon notice by the Academy, the Exhibitor must immediately remedy the unacceptable condition or must, alternatively, withdraw its application. If the exhibitor’s withdrawal under this provision occurs after the start of the Expo, exhibitor may, depending on the circumstances, receive a refund of the prorated amount of its booth rental fee.

Show Management reserves the right to make the final determination of all space assignments in the best interests of the Expo and may refuse space to any exhibitor for any reason. The Academy has the right to withhold approval of the exhibition of products/services, which in its judgment do not further the educational, scientific, or practice needs of Academy members and FNCE® attendees.

Companies whose focus is TENS units, LED skincare (facial and body), cosmetic products, handheld massagers, cannabis products (including CBD and THC), & any others with aggressive sales tactics are not allowed to exhibit under any circumstance. Should an exhibitor representing any of these categories be found on the Expo floor, they will be removed immediately with no refund of fees paid.

### Contract for Space

By completing the exhibit space application process represents a formal notice of space assignment and a firm and binding contract with the understanding and agreement to abide by all rules, regulations, and conditions of FNCE® and the conference venue. Failure to abide by Rules & Regulations will result in forfeiture of all monies paid or due to FNCE® under terms of this agreement and no booth space will be provided.

No flooring, furnishings, electrical service, internet, or other amenities are included. Floor covering is mandatory.

### Governing Laws & Jurisdiction

The exhibitor’s contract shall be construed, interpreted, and governed according to the laws of the State of Illinois, and the parties agree that in any action or proceeding arising under or related to this agreement, exhibitor shall submit to the jurisdiction and venue of a court of competent jurisdiction in the County of Cook in the State of Illinois.

### Payment Policy

Exhibitors are not confirmed until payment is received, & application is approved.

### FNCE® 2025 exhibitors who participate in the 2026 Booth Renewal Program, reserving booth space by Monday, October 20, 2025:

- A nonrefundable deposit payment equal to 50% of the total booth space must be remitted no later than Monday, January 19, 2026, in order to receive the Renewal Rate.
- Invoices will be sent in early November 2025.
- If payment is not received by January 19, 2026, exhibitor will be sent an updated invoice the week of January 26, 2026, reflecting the increased Standard Rate.
- Remaining balance must be received on or before April 17, 2026.

### All other applications submitted prior to April 17, 2026:

- Companies who process their nonrefundable 50% deposit on or before January 19, 2026, will receive the discounted "Advance Rate." If deposits are not received by the deadline, the "Standard Rate" will automatically be applied to booth reservation invoice.
- A nonrefundable deposit equaling 50% of the total cost of space must be remitted within ten (10) business days of invoicing.
- The remaining balance must be received on or before April 17, 2026, regardless of invoice date.

### Applications submitted on/after April 17, 2026:

- Full payment of the booth cost is due within ten (10) business days of invoicing and is nonrefundable.

All booth space must be paid in FULL prior to the start of FNCE® 2026 & Exhibitor Move-In. Exhibitors with outstanding balances will not be granted access to the Expo Hall or allowed to set-up their booth, & exhibitor badges will be withheld.

If payments are not received per the payment schedule outlined above, the Academy reserves the right to cancel the contracted exhibit space & release such space for resale without refund of deposit. Failure to make payments does not release the contracted or financial obligation of the exhibitor.

Booth payments may be made by credit card, check, or ACH/wire transfer. Invoices will include a link to the secure Paytrace portal to directly process any payments by credit card. Payments must be made payable to the Academy of Nutrition and Dietetics, and sent to PO Box 485, La Grange, IL 60525-0485 (Federal Tax ID #36-0724760). Fees associated with an exhibitor using a third-party payor (i.e., ACH payments, management companies, etc.) are the responsibility of the exhibitor FNCE® is not responsible for absorbing fees, and all rates will be adjusted accordingly.

### Cancellations & Reductions by Exhibitor

All exhibit space cancellations, or reductions of space, must be received in writing via email to [FNCE@CorcExpo.com](mailto:FNCE@CorcExpo.com). If exhibit space is reduced, the net reduction of space will be treated as a cancellation of that space. Exhibitors who change the size of their exhibit space are not guaranteed the originally assigned location & will be subject to

relocation. Exhibitors who cancel or reduce booth space will be subject to cancellation penalties as outlined below:

- **On or before April 17, 2026:** Exhibitor is liable for 50% of the total cost of space cancelled.
- **After April 17, 2026:** Exhibitor is liable for 100% of the total cost of space cancelled.
- **No refunds whatsoever will be made for cancellations or reductions of space after April 17, 2026.** No exceptions will be made, and money cannot be used for any other purpose.

If an exhibitor cancels their booth space & has not paid the amount owed at that time, the owed payment becomes a cancellation fee. If space is reduced, the net reduction of space is regarded as a cancellation. Cancellation penalties will apply, & the exhibitor will need to relocate to a booth space of the reduced size.

In the event of cancellation or reduction of booth space by an exhibitor, FNCE® reserves the right to reassign the canceled space. Subsequent reassignment of canceled space does not relieve the canceling exhibitor of the obligation to pay the cancellation penalty. All cancellation payments that may become due are acknowledged by the exhibitor as liquidated damages and are not applicable toward any future FNCE® events. All outstanding exhibit payments for booth cancellations or reductions must be paid in full in order to be eligible to apply and exhibit at future FNCE® events.

For the cancellation to be complete, exhibitors canceling exhibit space must also cancel conference hotel block reservations, as well as other arrangements made in connection with exhibiting at FNCE®.

### No Shows

Any booth found unoccupied by 6pm CT on Saturday, October 24, may be considered a "No Show". The exhibitor will forfeit 100% of the total booth cost, and FNCE® reserves the right to reassign the space to another exhibiting company or utilize it as they deem fit. Additionally, the exhibitor may lose up to 50% of accumulated priority points, forfeit all payments for booth rental and may be ineligible to exhibit at future FNCE® conferences.

### Exhibit Space Rental & Assignment

All exhibits will be located at the Henry B. González Convention Center (SAHBGCC) in San Antonio, Texas. Dimensions on the floor plan are believed to be accurate but are warranted to be approximate. Priority for space assignment is based on points awarded to previous FNCE® exhibitors during the period five (5) years prior to the Expo for which the application is being made. Points are accumulated as follows:

- One (1) point each year for participating in FNCE®.
- Two (2) points per 100 square feet of booth space utilized per year for the past five years.
- Ten (10) bonus points for five (5) consecutive years of exhibiting at FNCE®. Bonus points are forfeited if Exhibitor misses a year during the five-year period.
- **NEW Three (3) points for booking in the FNCE® hotel block.**

In the event exhibiting companies have the same number of priority points, the Academy's policy is to randomize the booth selection appointment times for each group of exhibitors with identical priority point values. The date of receipt of application will be used to determine assignments only when there is a need to determine priority for applications received after initial assignments are made.

All booth assignments will be made on a first-come, first-served basis, and duplicate requests shall be determined by receipt date, exhibit

history, and special floor requirements. The Academy reserves complete authority for assignment of space. Every effort will be made to ensure the best possible space to exhibitors. The Academy reserves the exclusive right to revise the Expo Hall floor plans and relocate any assigned exhibitors as necessary for the betterment of the event, as determined solely by FNCE®.

### Booth Construction

#### Booth Construction & Signage

All exhibits must be constructed or arranged to accommodate visitors within the booth area & not take up aisle space. Aisles must be kept free of obstructions.

**Linear Booths:** FNCE® does not permit peninsula or endcap booths.

- Each 10'x10' linear booth has 8' high back wall drape and 3' high side drape in the designated show colors.
- The maximum allowable height of product, special signs, booth construction, apparatus, equipment, lighting fixtures, display materials, etc. inclusive of exhibitor name and logo, is 8' high.
- Display materials greater than 4' in height must be a minimum of 5' back from the front aisle.
- No obstructions in the front half of the booth above a height of 4' are permitted. To provide continuity for all exhibiting companies' sight lines, these rules will be strictly enforced.
- Exhibitors must mask all displays with unsightly back or side walls. If necessary, drape will be installed to cover any unfished parts of a display, and the exhibitor will be charged accordingly by the general service contractor.
- Carpet/floor covering of the full area of your exhibit space is mandatory and is not provided with your exhibit space purchase. If you are not providing your own booth flooring, you must rent carpet from the general service contractor. Please refer to the Exhibitor Service Kit for more information. Show management reserves the right to "force carpet" any exhibit area that is without flooring within two hours before the end time of booth move-in/setup. Exhibitor is responsible for the flooring cost.
- Absolutely no storage of any kind will be permitted behind an exhibitor's booth. If an exhibitor does not comply, FNCE® Show Management will have the items placed in storage or removed at the exhibitor's expense.

**Island Booths:** An island exhibit is a display in four or more standard units with aisles on all four sides. FNCE® considers any 20' x20' or larger free-form space configuration to be an island. Full use of the space is permitted, & no drape is provided.

- FNCE® has set a maximum height limit for all island booths of 22'. All towers, hanging signs, and displays will adhere to the 22' height limit from the Expo Hall floor to the top of the hanging sign. Some exhibit halls may have areas with lower height restrictions and will be indicated on the floor plan.
- Booth construction plans, layout arrangements, and scale drawings for island booth spaces must be submitted to Expo Manager at [Anna@CorcExpo.com](mailto:Anna@CorcExpo.com) by **Friday, August 14, 2026**.
- If proposed plans and/or construction is determined to be in violation, the Academy & Show Management reserves the right to prohibit assembly of the booth and is under no obligation to provide a refund or other restitution.
- Island exhibits are subject to show site review &, where necessary, modification will be made at the Exhibitor's expense.

### Signage

Graphics, products, exhibit signs, or portions of displays are not permitted outside the confines of booths unless supplied by the Academy. Exhibitors are required to keep exhibit space neat and orderly. Exposed parts of displays and equipment must be finished so an attractive appearance is presented when viewed from aisles or adjoining booths. If exhibitor fails to cover or finish these areas, it will be done at the discretion of the Academy and at the expense of the exhibitor.

FNCE® strictly prohibits the display of signage of any type by exhibitors throughout the official conference hotels. No signs can be posted, nailed or attached to columns, walls, floors or other parts of the facility. The general contractor can handle advance orders of signs. Sign service will also be available on-site through the general contractor

### Fire & Decoration Regulations

All booth construction and decoration materials must be flame resistant, such as draping, table coverings, banners, props, scenery, evergreen trees, bark, shrubs, etc. All exhibits and displays are subject to inspection by the Fire Prevention Bureau and/or the Henry B. González Convention Center Management for compliance. Any covered exhibit space over 300 sq ft requires an automatic fire suppression system. Multi-level exhibits have special requirements and are protected by the SAHBGCC and San Antonio Fire Department.

Exhibitor is responsible for having certificates of flameproof actively in possession should booth decorations be questioned during inspection. Each exhibitor is charged with knowledge of compliance with all state, city, county laws, ordinances, and regulations pertaining to health, fire prevention, and public safety.

**Decoration Restriction:** Helium/air-filled balloons or devices are not allowed in the Expo Hall.

**Cooking:** Operation of any heater, barbecue, heat producing, or open flame devices, candles, lanterns, and/or torches will need a "Special Event Permit" for open flame from the San Antonio Fire Department Fire Marshal. Additional information and requirements can be found in the Exhibitor Service Kit.

**Waste Disposal:** Disposal of cooking residue into the SAHBGCC drainage system is prohibited. Grease may be disposed of ONLY in GES provided grease containers. SAHBGCC restrooms or concession stands may not be used for cleaning of cooking utensils or equipment. Please use the clean-up Washing Stations designed and installed by the Academy.

Exhibitors must dispose of waste products generated during the Expo in accordance with guidelines established by the Environmental Protection Agency & SAHBGCC. Flammable or dangerous fluids, substances, materials, equipment, or other items must be in accordance with federal and local ordinances, laws, and regulations. If inspection indicates neglect in complying with regulations or otherwise presents a fire hazard or danger, the Academy may cancel all or part of a display and effect the removal of the same at the exhibitor's expense.

### Booth Activities

#### Noise/Sound

Demonstrations, entertainment, and/or live interviews must be confined to the limits of the space contracted and must get written permission from the Academy. The use of audio-visual equipment or other sound devices must be muffled so any noise does not interfere or disturb

neighboring exhibitors, result in the obstruction of aisles, or prevent ready access to a nearby exhibitor's booth. FNCE® Show Management reserves the right to determine at what point sound interferes with others and must be discontinued. Exhibitors must take every reasonable precaution to minimize the noise of demonstration and/or operation of sound devices or device will be removed from the exhibit hall for the remainder of the conference. Loud noises, such as bells or whistles, are prohibited.

### Distribution of Materials & Literature

Distribution of resources and promotional materials is permitted within the confines of the contracted booth space. Any Exhibitor found distributing resources or materials outside of their allotted booth space will be found in violation of the Rules & Regulations. All materials found in non-approved areas will be destroyed without notice. No person, firm, or organization not having contracted with the Academy for the occupancy of space in the Expo, Center for Career Opportunities, or Member Product Marketplace (for Academy members) will be permitted to display or demonstrate products, programs, services, or distribute promotional materials in or on the premises of the Expo, Convention Center, or any other FNCE® location including hotel suites. Any infringement of this rule will result in the removal of the offending person or persons.

### Use of/Subletting of Space

No exhibitor shall assign, sublet, or share their allotted exhibit space with another business, company, or exhibitor unless approval has been obtained from Show Management in writing. Subletting and sharing of space is permitted only for divisions of the same company with prior written approval of the Academy. The subletting and sharing of exhibit space are strictly prohibited to separate companies. No exhibitor may permit any other party to exhibit any goods or services other than those manufactured or handled by the contracting exhibitor in his space nor permit the solicitation of business by others within that space.

Companies with several divisions may choose to average priority points to be grouped together for the space assignment process. The process will allow each division of one company to contract separately, while maintaining their own identities (i.e., exhibit listing, badges, hotel rooms, etc.). In the event a company merges with, is bought by, or purchases another company, the highest number of priority points accumulated will be used as the point total for the new company. The Academy must be notified in writing of such changes. No company or organization who has not been assigned exhibit space will be permitted to solicit business within exhibit areas.

### Photos, Videos, and Images

Exhibitor grants the Academy permission to use any photos, images, or outcomes from conference-related activities during FNCE® 2026 for promotional, media, or business purposes without compensation. To best meet the photography requests of FNCE® Exhibitors, Attendees, and Press, the Academy has policies to maintain a professional and educational conference environment:

- **No Photography or Video in Educational Sessions:** The Academy hires a professional photographer to capture the excitement of FNCE® educational sessions, Expo Hall, & other activities. Due to the distraction to speakers, do not take personal photographs during educational sessions. All FNCE® attendees submit a photography waiver as part of the registration process which gives permission to the Academy (& other media) to use their likeness.
- **Authorized Press:** Working members of the press will be notified in advance where to check-in, receive an authorized press badge,

and be escorted by an Academy staff person to take video and/or photographs at FNCE®. Exhibitors who do not want press to photograph or video their booth should inform communications staff onsite and place visible signage in their booth space.

- **Photography/Videography on Expo Floor:** Exhibitors and attendees are encouraged to share in the excitement of the event, and in doing so, allow pictures to be taken in the Expo Hall. The Academy asks that exhibitors who wish to take pictures do so in their booth only. If exhibitor is participating in traffic building activities to be posted on social media channels, exhibitor must have signage visible to attendees at booth stating how and where pictures will be posted. In turn, attendees are requested to ask permission before taking photos/videos of booths unless there is a sign denoting otherwise. If exhibitor requests someone to refrain from taking pictures and the person continues to do so, notify Show Management.

Exhibitors must adhere to the FNCE® Social Media policies found [HERE](#) and uphold a professional and respectful environment when taking photographs and posting to social media. If there are questions related to the Academy's photography and social media policies, please contact [FNCE@eatright.org](mailto:FNCE@eatright.org) for details and restrictions.

### Direct Sales and Orders

All exhibitors and/or other vendors who conduct sales or take orders during an event are required to obtain a Sales Tax Permit. Exhibitors are responsible for filing this tax and must have a Texas Sales Tax Permit. Both permits can be obtained through the [Texas Comptroller](#).

### Booth Staffing

As a courtesy to the attendees and fellow exhibitors, it is important that exhibit booths are open on time each day. Each exhibit booth must be staffed by bona fide employees or representatives of the exhibitor during all Expo hours until the scheduled closing of the Expo at 1 pm on Tuesday, October 27, 2026. Exhibit representatives staffing the booth must be bona fide employee or distributors of the exhibiting company and must be eighteen (18) years of age or older. Exhibitors must display goods and services manufactured or dealt by them in their regular course of business, unless approved in advance by the Academy. It is strongly encouraged that exhibitors staff booths with a minimum of two (2) representatives to ensure regulation adherence. Booths left unattended for an extended period of time may result in loss of accumulated priority points and may not be eligible to exhibit at future conferences.

Exhibitors have access to the Expo Hall two (2) hours before the Expo Hall opens on Sunday, October 25, Monday, October 26, & Tuesday, October 27. Exhibitors may remain in the Expo Hall one (1) hour after the close of the Expo Hall each day. As a courtesy to the attendees and fellow exhibitors, FNCE® expects strict adherence to opening and closing hours. Booths found to be unattended during the last two hours on the final day of exhibits may result in loss of accumulated priority points and may not be eligible to exhibit at future conferences.

### Non-Endorsement Policy

The Academy of Nutrition & Dietetics does not endorse any exhibitor programs, products, or services, and no endorsement of exhibitor programs, products, or services should be inferred. The views and content expressed in exhibitor materials or on exhibitor website do not necessarily reflect the position of the Academy of Nutrition & Dietetics.

### Distribution of Food & Beverage

All business activities of the Exhibitor at the Expo must be within the exhibitor's allotted space. The Henry B. González Convention Center (SAHBGCC) provides in-house food & beverage & has the responsibility to strictly regulate any food & beverage activity in the center. Any exhibitor sampling products must submit a Food & Beverage Sampling authorization form to the Academy & SAHBGCC catering to review for approval by **Friday, September 18, 2026**. Only food & beverage manufacturers may serve 6 oz. size sample portions of their own food product(s) & 4 oz. size portions of non-alcoholic beverages. Alcoholic beverages can be purchased at the full-retail prices from SAHBGCC catering and dispensed by a licensed SAHBGCC catering bartender. Approval for distribution must be made in writing to the Academy and served from within exhibitor's booth. All food must be prepared and served from within the regulations of the state of Texas. If exhibitor's product requires to be served with additional food items that are not produced, distributed, or manufactured by exhibitor, items must first be confirmed by SAHBGCC catering.

### Porter Service

In an effort to maintain a clean environment for attendees, exhibitors who will be distributing giveaways and/or providing food & beverage or hospitality service in their booth must order porter service to remove empty boxes. Empty boxes may not be placed in the Expo Hall aisles, behind or adjacent to columns, or in trash cans throughout the Expo Hall during show hours. FNCE® Show Management reserves the right to request the general contractor remove boxes at the exhibitor's expense.

### Children

For their safety and protection, persons under the age of eighteen (18) are not allowed to staff booths or assist in move-in or move-out of any exhibit. No exceptions will be made.

### Animals

With the exception of service assistance animals, pets or other animals are not permitted in the Henry B. González Convention Center. A service animal is not a pet. The Americans With Disabilities Act (ADA) defines a service animal as any guide dog, signal dog, or other animal individually trained to provide assistance to an individual with a disability. A service animal is permitted to accompany the individual with a disability to all areas of the property where guests normally are allowed to go. The care and supervision of a service animal is solely the responsibility of the owner. Facilities are not required to provide care, food, or a special location for the animal.

### Security

Every reasonable precaution will be taken to protect property during the Expo; however, the Academy, GES, Show Management, nor the management of the Henry B. González Convention Center cannot guarantee against loss or damage of any kind, and are not responsible for the safety of the property of exhibitors from theft, damage by fire, accident, vandalism, or other causes. Individual booth security is available at an additional fee to the exhibitor and is advised that exhibitors carry additional insurance for theft or damage to their displays or other personal property while such property is located at or is in transit to or from the exhibition site. While the Academy provides security, it is solely as an accommodation to exhibitors, and the Academy assumes no responsibility for any loss, damage, or injury to any property of the exhibitor or its officers, agents, employees, or contractors, whether by accident, fire, theft, or any other cause whatsoever.

Exhibitor expressly agrees to save and hold harmless the Academy, Show Management, its agents and employees from any and all claims, liabilities, and losses for injuries to persons, including death, or damage to property arising in connection with exhibitor's use of exhibit space.

### Exhibit Staff Registration

All personnel affiliated with an exhibit must be registered for an exhibitor booth badge. Instructions on how to submit your exhibitor booth badge registration will be emailed to confirmed exhibitors once available. Additional exhibitor badges may be purchased. Admission to the Expo Hall and sessions will be by FNCE® conference badge only. FNCE® exhibitor booth badges allow admittance to the Expo Hall and opening & closing sessions only.

Each exhibiting company is provided with a complimentary allotment of conference and booth badges based on the net square feet occupied by their exhibit booth. Additional badges can be purchased at registration.

Net SqFt	Conf. Badges	Booth Badges	Net SqFt	Conf. Badges	Booth Badges
100	1	4	700-800	3	14
200	1	6	900-1000	4	16
300-400	2	8	1100-1200	4	18
500-600	3	12	1300+	5	20

Booth staff who wish to attend sessions must register as a conference attendee. Badges can be picked up on-site at the exhibitor registration desk. Exhibitor badges are not to be issued to registrants who should pay the attendee registration fee.

### Meetings, Events, & Other Unofficial Functions

FNCE® has strict policies for interaction with conference attendees & use of meeting space at the conference venue, restaurants, & area hotels for activities and events. These meetings include social functions, hospitality suites, promotional events, focus groups, research activities, educational events, & preconference meetings. Research activities include off-site meetings, market research, & any other interaction with conference attendees that is not officially part of the FNCE® 2026 schedule and activities.

Information regarding FNCE®'s policy & meeting or event space rental fees can be obtained by contacting the Corporate Relations Team at [CorporateRelations@EatRight.org](mailto:CorporateRelations@EatRight.org).

### Onsite Surveys & Questionnaires

Exhibitors who want to conduct market research or surveys within their booth during FNCE® must adhere to the following:

- Survey results are **for exhibitor's internal use only** & may not be used in any advertising, promotions, press releases, or any external communications. Results must be submitted & shared with the Expo Manager no later than **December 31, 2026**.
- Surveys/questionnaires must be submitted for review to the Expo Manager no later than **Friday, September 18, 2026**.
- If approved, surveys/questionnaires must be conducted within the confines of the exhibitor's booth. At no time may exhibit personnel leave booth space to encourage participation of attendees.
- Market research companies must identify the name(s) of the client(s) for whom they are conducting research.
- Survey results may not be published, may not include the name "Academy of Nutrition and Dietetics" or "the Academy," or make reference to the Food & Nutrition Conference & Expo® (FNCE®).

- The survey must display a clear consent statement before respondents begin, explaining the right to skip questions &, if contact information (e.g., email) is collected, how it will be used, including any plans to recontact respondents or share data with third parties.

### Promotions, Contests, & Giveaway

Prize awards, drawings, contests, & other traffic building activities will be permitted by the Academy only after the Academy & Show Management has given written approval. Exhibitors must submit the Promotion Application Form to the Expo Manager by **September 18, 2026**, with the intent to utilize any of the above & to provide detailed descriptions of what will be taking place & awarded. Exhibitors must demonstrate that they have complied with all federal, state, & local laws concerning promotion. No promotions, contests, or drawings may involve the solicitation or collection of fees, contributions, or monetary payments, whether for the exhibitor or for any third party. Exhibitors cannot solicit other exhibitors at the Expo for participation in any promotion, contest, or drawing. Prizes for drawings/contests must keep within the professional nature of the Expo. Giveaways may not include stick-on decals or balloons. Promotions, contests, and/or drawings must be solely for the promotion of the exhibiting company.

For an exhibitor to be approved to hold a book signing within their booth, their booth space needs to be a minimum of 10'x20' (200 square feet) and cannot block the aisles or other booths. All traffic-builders, book signings, & demos must be approved by submitting a Promotion Application Form to the Expo Manager, which will be available in the Exhibitor Service Kit.

Any exhibitor wishing to provide testing or demonstration of any products or equipment must request written permission from the FNCE® Expo Manager. Demonstrations may not be performed on attendees.

### Authorized Representative Admission to Expo Hall

The Expo Hall is limited to individuals, business firms, and manufacturers who have contracted and paid for booth space. Each exhibitor shall provide the Academy the names of personnel in attendance at the Expo via the exhibitor registration portal form included in the Exhibitor Kit by the specified date. Such representative shall be authorized to enter into such service contracts as may be necessary & for which the exhibitor shall be responsible. The exhibitor shall assume responsibility for such representative being in attendance throughout all exposition periods. Representatives shall be responsible for keeping the exhibit stationed, neat, & orderly.

Exhibitors & representatives must always wear the official FNCE® badge, & the badge is non-transferable. Supplementing badge identification with business cards, ribbons, or company logo types is not permitted. Exhibitor badges may only be in the name of the company shown on the Exhibit Space Application. False certification of individuals as exhibit representatives, misuse of the exhibitor badges, or any other method or device used to assist unauthorized persons to gain entrance into the Expo is in strict violation of the Rules & Regulations.

FNCE® Show Management reserves the right to confiscate & revoke any badge & related exhibitors at any time. The Academy reserves the right to refuse to admit and/or eject from the Expo Hall or any space therein, any objectionable or undesirable person or persons. On exercise of this authority, the Exhibitor, for itself, its employees, and agents, hereby waive any right and all claims for damages against the Academy.

### Install

Installation must be carried out during the times listed in communications & completed by the scheduled close of set-up hours. In the event exhibitor fails to install its exhibit within the proper set-up time, fails to pay the rental charges for space, or fails to comply with any provisions concerning the use of exhibit space, the Academy and Show Management has and reserves the right to take possession of such booth space & reassign it without refund.

All crates & packing material must be unpacked and be ready for removal from the Expo Hall by 5pm CT on Saturday, October 24, 2026. Storage stickers must mark all containers to be stored & returned at the close of the exhibits. Stickers will be available at the GES Service Desk. Any exhibit that is not unpacked at this time will be put in storage & can be retrieved only after the Expo Hall closes on the first day. Containers or skids without storage stickers will be considered refuse & discarded. No refuse, such as empty cartons, may be placed in the aisles after the hall is swept for the final time after 5pm CT on Saturday, October 24, 2026.

Crates, boxes and cartons may not be stored behind booth. Nothing of value should be left in crates that are going into storage. Any space not occupied by 6pm CT on Saturday, October 24, 2026, for which no special arrangements have been made, may be resold or reassigned by FNCE® Show Management, without obligation on the part of the Academy or FNCE® Show Management without refund.

### Dismantle

The packing of equipment, literature, etc. or dismantling of exhibits will not be permitted until the official announcement that the Expo Hall is closed at 1pm CT on Tuesday, October 27, 2026. Any exhibit found to be unoccupied, packed, or in the process of packing or dismantling prior to the official close of the will Expo Hall will result in the automatic loss of priority points & will affect future conference booth placement and/or eligibility to exhibit.

At the close of the show, the general contractor will provide an Outbound Material Handling Form, shipping labels, & clerical assistance in preparing outbound shipments. If necessary to haul any crates to a warehouse, a trucking warehouse charge will be assessed. Further information will be included in the Exhibitor Kit. All exhibits must be removed from the Henry B. González Convention Center by 12pm CT on Wednesday, October 28, 2026. Deadline for clearance of all materials from the Expo Hall will be strictly enforced. Exhibitor is responsible for having materials packed, identified, & cleared for shipment by such time.

### Exhibitor Service Kit

GES is the Official Service Contractor for the Expo & is in total charge of the exhibit area production. Exhibitor shall provide only the material & equipment that is owned & is to be used in the exhibit space. All other items used in the booth are to be provided through arrangements with the above contractor. Confirmed exhibitors are provided an Exhibitor Service Kit, which includes forms for ordering furnishings, flooring, electric, internet, booth cleaning, audiovisuals, & labor, as well as information regarding shipping & material handling. Exhibitors are urged to order all services required in advance. Payment for services provided to exhibitor by GES is the responsibility of the exhibitor.

All booth space must be arranged & constructed in accordance with the guidelines, provisions, & limitations contained in the Exhibitor Kit. If, in the sole opinion of Show Management, any exhibit fails to conform to the guidelines, or the provisions set forth herein, such exhibit will be prohibited from functioning at any time during the Expo.

### General Rules

#### Labor Jurisdiction & Union Regulations

All labor must comply with established labor jurisdictions. Exhibitors are required to observe all contracts in effect between the Academy, service contractors, the Henry B. González Convention Center, & any labor organizations involved. Specific rules and regulations regarding booth installation, dismantling, labor requirements, & regulations will be published in the Exhibitor Service Kit.

#### Material Handling

The general contractor is responsible for the receiving, storing, delivery, unloading, reloading, & processing of all exhibitor freight shipments. Material handling rates include pick-up, storage during FNCE® 2026, & return of materials to the exhibitor's booth.

#### Storage of Packing Crates & Boxes

Exhibitors are not permitted to store any shipping and/or packing materials, including cardboard boxes, behind their booth at any time. A one-day supply of product may be kept in the booth. Any boxed product left in the booth must not look unsightly or must be hidden from view.

Exhibitors must make arrangements with GES to store any additional product, crates, boxes, and/or cartons in accessible storage. Properly marked crates, boxes, and/or cartons will be stored & returned to the booth by GES. It is the exhibitor's responsibility to mark & identify crates. Crates not properly marked or identified may be destroyed. The Academy nor Show Management assume responsibility for the contents of crates or boxes improperly labeled. The Academy reserves the right with no liability whatsoever for damage, spoilage, or loss to dismantle, dispose of, store, & clear from the premises any material goods, property, or merchandise of any exhibitor who has failed to comply with the above requirements. Such work will be done at the sole expense of the exhibitor.

#### Insurance

All property of the exhibitor remains under its custody & control in transit to & from the Expo Hall & while it is in the confines of the Expo Hall. Neither Show Management, service contractors, Expo Hall management, nor any of the officers, staff members, or directors of any of the same are responsible for the safety of the property of exhibitors from theft, damage by fire, accident, vandalism, or other causes, & the exhibitor expressly waives & releases any claim or demand they may have against any of them by reason of any damage to or loss of any property of exhibitor.

Exhibitors are recommended to obtain adequate insurance coverage, at their own expense, for exhibit material against damage & loss and public liability insurance against injury to the person and property to others. Certificates of insurance shall be furnished if requested by the Academy. The Academy shall not be obligated to carry any insurance for the benefit of the exhibitor.

#### Exhibitor Appointed Contractors (EACs)

No EAC will be allowed to work in an exhibitor's booth if the "Notice of Intent to Use EAC and Policies and Procedures" form, a valid Certificate of Insurance (COI), and the "Agreement and Rules and Regulations between GES and the EAC" form is not completed by an authorized representative and received according to instructions found in the Exhibitor Service Kit by the deadline date listed in the kit. The "Notice of Intent to Use EAC and Policies and Procedure" form must be completed by the exhibitor only for booth set-up/tear down done by a third party (as well as any third-party ordering or requesting services from GES on

behalf of exhibitor). COIs are required to be in possession of said contractors onsite at the Expo at all times. No exceptions will be made that will interfere with the orderly function or security of the Expo or with obligations or commitments of the Academy. All contractor personnel working within the SAHBGCC must be wearing, in an easily visible location, an identification badge issued by their employer or by the union dispatching the labor as well as a set-up/tear-down badge or wristband provided by security.

### Indemnification

Exhibitor agrees to indemnify, protect, save, & keep the Academy, Show Management, GES, & the Henry B. González Convention Center & each of their parents, subsidiaries, & affiliates & each of their officers, directors, agents, & employees (individually and collectively the "Indemnified Parties") harmless of, from, & against all claims, demands, actions, damages, loss, cost, liabilities, expenses, & judgments recovered from or asserted against the Academy & Show Management on account of injury or damage to person or property to the extent that any such damage or injury may be incident to, arise out of, or be caused, either proximately or remotely, wholly or in part, by an act, omission, negligence, or misconduct on the part of exhibitor or its agents, servants, employees, contractors, patrons, guests, licensees, or invitees or of any other person entering the premises leased hereafter with express or implied invitation or permission of exhibitor, or when any such injury or damage is the result, proximate or remote, of the violation by exhibitor or any of its agents, servants, employees, patrons, contractors, guests, invitees, or licensees of any law, ordinance, or governmental order of any kind, or when any such injury or damage may in any other way arise from or out of the use or occupancy by exhibitor, its agents, servants, patrons, guests, employees, contractors, licensees, or invitees of the premises leased.

Such indemnification of the Academy or Show Management by exhibitor shall be effective unless such damage or injury may result from the sole negligence, gross negligence, or willful misconduct of the Academy or Show Management. Exhibitor agrees that in case the Academy or Show Management shall be made a party to any litigation commenced by or against exhibitor or relating to this lease or the Premises leased here under, then exhibitor shall and will pay all costs and expenses, including reasonable attorney's fees & court costs, incurred by or imposed upon the Academy or Show Management by virtue of any such litigation.

### Release of Liability

The Academy, Corcoran Expositions, GES, & the Henry B. González Convention Center & each of their parents, subsidiaries, & affiliates & each of their officers, directors, agents, employees, members, & guests (individually and collectively, the "Released Parties") do not assume any responsibility for personal injury or death or loss or damage to property, including exhibits, equipment, personal belongings, etc. except for personal injury, death, or loss or damage to property that arises from the gross negligence of the Released Parties. The exhibitor assumes entire responsibility & liability for any & all claims, losses, or damages arising out of personal injury or death or loss or damage to property, including the exhibitor's display materials & other property, employees, or contracted labor brought upon the premises, & agrees to indemnify & hold harmless the Released Parties against any & all claims for personal injury or death, or losses or damages to property, except such injury, death, loss or damage resulting from gross negligence or malice of Released Parties. To avoid damage to equipment or display, please remain with your exhibit until your crates are returned & your material is packed.

### Operation of Displays

Exhibitors or their agents shall not injure or deface any part of the exhibit building, booths, or booth contents, décor, & show equipment. When such damage appears, exhibitor is liable to the owner of the property so damaged.

The Academy and Show Management reserves the right to restrict the operation of, or evict completely, any exhibit which, in its sole opinion, detracts from the general character of the exposition as a whole, including but not limited to, an exhibit which, due to of noise, flashing lights, method of operation, display of unsuitable material, or for any other reason are objectionable. All demos or other promotional activities must be confined to the limits of the exhibit space. Sufficient space must be provided within the space for the comfort and safety of persons watching demos & promotional activities. Each exhibitor is responsible for keeping the aisles near booth space free of congestion caused by demos or promotions.

### Cancellations of Exhibitors

The Academy reserves the right to cancel or deny any company or organization the opportunity to exhibit at its conference for any reason including, but not limited to, if it deems the company or organization is inappropriate for the participants or multiple companies with like goods or services have already been accepted to exhibit. FNCE® reserves the right to refuse any exhibit application and/or exhibit.

### Force Majeure

It is mutually agreed that in the event of any circumstances beyond the control of the Academy that the Academy may, in its sole discretion, cancel or postpone FNCE® 2026 for any reason, including but not limited to low registration, strikes, curtailment or interruption of transportation facilities, outbreak of disease illness, epidemic, or pandemic, acts of nature, war, threats or acts of terrorism or similar acts, civil disturbance, government travel advisory against non-essential travel, a governmental elevation of the terrorism alert level to imminent or elevated, or other circumstances which would cause beyond the parties' control that render the holding of the Expo in the good faith opinion of the Academy to be impractical, impossible, or inadvisable.

The Academy shall have no obligation to exhibitor other than the return of the unused prorated portion of the booth rental fees. Exhibitor releases the Academy from any & all claims for damages which may arise in consequence thereof.

### Violations

As a condition for exhibiting, exhibitor shall agree to observe all policies. Violations of any of these Rules & Regulations on the part of the exhibitor, its employees, or agents may result in the loss of exhibit participation points unless corrective measures proposed by the Academy & Show Management are taken by exhibitor to rectify violation(s). Violators will forfeit priority points for each violation.

- First (1<sup>st</sup>) violation will result in exhibitor not accruing the exhibit participation points for the current FNCE®.
- Second (2<sup>nd</sup>) violation will result in the company losing 50% of its total accrued exhibit participation points.
- Third (3<sup>rd</sup>) violation will result in the company losing all its total accrued exhibit participation points.
- Fourth (4<sup>th</sup>) violation will result in the company not being eligible to exhibit at future FNCE® events.

Whenever practical or appropriate in the view of the Academy, disciplinary action will be progressive according to the preceding sequence. However, the Academy reserves the right to levy a more

severe penalty, including refusal of or termination of the exhibit, at its discretion without progressing through each of the preceding successive steps. In the event of such restriction or eviction, the Academy nor Show Management will be liable for any refunds, rentals, or other exhibit expenses. In all interpretations of the Rules & Regulations, the Academy's decision is final. Any objectionable practices by exhibitors should be reported to the Expo Manager immediately.

### Amendments of Rules & Regulations

All matters and questions not covered by these Rules & Regulations are at the discretion of the Academy and Show Management. These regulations may be amended any time by of the Academy and Show Management, and all amendments that may be so made shall be equally as binding, upon publication, on all parties affected by them as were the original regulations. Exhibitors shall be notified in writing of any amendments.

### Americans With Disabilities Act (ADA)

The Henry B. González Convention Center (SAHBGCC) is responsible for complying with the public accommodation requirements of individuals with disabilities in compliance with all federal ADA laws. Exhibitors acknowledge their responsibility under the ADA to make booths accessible to handicapped persons. Exhibitor shall also indemnify & hold harmless the Academy, Show Management, & the SAHBGCC against cost, expense, liability, or damage which may be incident to, arise out of or be caused by exhibitor's failure to comply with the ADA.

If you have related questions or require special accommodations or auxiliary aid needs relating to a disability for participation, please notify the Academy at [FNCE@EatRight.org](mailto:FNCE@EatRight.org).

### Waiver & Assumption of Risk & Release

The Academy cannot prevent you from becoming exposed to, contracting, or spreading any communicable disease while attending the Expo. Exhibitor understands & agrees to adhere to any Academy, Corcoran Expositions, Centers for Disease Control and Prevention, & local guidelines & regulations related to any infectious disease, including COVID-19, in place at the time of the event.

Exhibitor acknowledges & agrees that they are fully responsible for their own safety & actions while participating at FNCE® & recognizes their employees may be at risk of contracting infectious disease through no fault of the Academy or Corcoran Expositions, Inc.

Exhibitor acknowledges & agrees they give up the right to bring any claims including for personal injuries, death, disease, property losses, or any other loss, including but not limited to claims of negligence & gives

up any claim to seek damages, whether known or unknown, foreseen or unforeseen.

With full knowledge of the risks involved, exhibitor hereby releases, waives, covenants not to sue, & further agrees to indemnify, defend, & hold harmless the Released Parties from any & all liabilities, claims, demands, actions, causes of action, costs, expenses, damages, & lawsuits whatsoever, directly or indirectly arising out of or related to any loss, damage, injury, or death, that may be sustained by exhibitor, or its employees, while participating in any activity while in, on, or around the premises or while using the facilities.

### Code of Conduct

FNCE® is committed to providing an environment that encourages the exchange of ideas, products, and/or services and promotes equal opportunities and respectful treatment for all participants.

Participants are expected to treat others with respect & consideration. FNCE® prohibits & will not tolerate any form of harassment at its events or through social media during FNCE® & will investigate all complaints of harassment which will be conducted in an unbiased manner.

The conduct of each exhibit is subject to the approval of FNCE® Show Management, which reserves the right to require modification and/or removal of any exhibit, which, in its opinion, is not appropriate to FNCE® 2026. This regulation also applies to displays, literature, advertising, novelties, souvenirs, & the conduct of representatives, etc. All exhibitors are responsible for ensuring their representatives and/or agents adhere to all of these Rules & Regulations. Violation of the Code of Conduct may result in the participant being asked to leave the event at which the incident occurred without warning or refund and be barred from attending future FNCE® events if the Academy receives complaints regarding exhibits or exhibitor conduct.

**THE SHOW MANAGEMENT SHALL HAVE FULL POWER TO INTERPRET, AMEND, AND ENFORCE THESE RULES AND REGULATIONS, PROVIDED EXHIBITORS RECEIVE NOTICE OF ANY AMENDMENTS WHEN MADE. EACH EXHIBITOR AND ITS EMPLOYEES AGREES TO ABIDE BY THE FOREGOING RULES AND REGULATIONS AND BY ANY AMENDMENTS OR ADDITIONS THERETO IN CONFORMANCE WITH THE PRECEDING SENTENCE. EXHIBITORS OR ITS REPRESENTATIVES WHO FAIL TO OBSERVE THESE CONDITIONS OF CONTRACT OR WHO, IN THE OPINION OF SHOW MANAGEMENT, CONDUCT THEMSELVES UNETHICALLY MAY IMMEDIATELY BE DISMISSED FROM THE EXHIBIT AREA WITHOUT REFUND OR OTHER APPEAL.**