

DISCOVERIES MINING EXPLORATION, INNOVATION
AND DEVELOPMENT
MINING CONFERENCE Discoveries 5th Edition



Guadalajara, Jalisco, México
April 28 - 30, 2020

TERMS AND CONDITIONS FOR BOOTH RENTAL

- 1. Character of the Conference and Exposition:** Mexico Mining Center (MMC) reserves the right to determine the eligibility of any company, product or service and the right to restrict, prohibit or evict any Exhibitor, person(s) or product which detracts from the character of the Conference and Exposition or for any violation of the following Terms & Conditions. In the event of such restriction or eviction, MMC is not liable for exhibit fees or any other cost(s) incurred by the Exhibitor. Violations of the Terms & Conditions will result in loss of Exhibitor renewal status. Exhibits must be designed and operated in a manner that respects the rights of other Exhibitors and attendees. (A) Personnel must be dressed appropriately. (B) Exhibitors must confine their activities to their exhibit space.
- 2. Payment terms:** (A) All Renewing Exhibitor Application forms must be accompanied by payment information for the exhibit space(s) occupied in Discoveries 2020 no later than **December 29, 2019**. Failure to provide payment constitutes a cancellation of this contract and MMC reserves the right to resell the exhibit space(s) without notice after December 29, 2019. After this date the company will forfeit renewal status and will be required to apply as a New Exhibitor (should your company wish to exhibit at Discoveries 2020). (B) If the Renewing Exhibitor Application form has been received but payment is outstanding by December 29, 2019, relocation/expansion requests will not be considered. (C) MMC does not process New Exhibitor booth rental fees unless an exhibit space has been offered and accepted. If payment is required, MMC will contact the Booth Rep for payment information. Exhibit rental fees will be processed upon receipt. Booths will not be assigned until Exhibit

fees are paid in full. All online payments will be processed by the provider OPENPAY, S.A.P.I. of C.V. who will provide the latest technology and security in all online transactions.

- 3. Booth assignments:** Booth numbers will be confirmed starting July 1, 2019 via email. Booths are assigned on a first-come, first-served basis (subject to availability). MMC reserves the right to alter assigned space(s) if it is deemed necessary to the best interest of the Conference and Exposition. Relocation/expansion requests are processed in priority sequence based on the date and time the completed Exhibitor Application form is received (subject to availability).
- 4. Cancellations:** All Discoveries 2020 cancelled booth spaces will be resold and the newly registered company will have renewal status for that booth space at Discoveries 2021 and going forward. All cancellation requests must be made in writing and administrative fees are based on the date the cancellation request is received. See below for the cancellation refund schedule:

Prior to October 28, 2019: 75% refund

October 29, 2019 – January 28, 2020: 50% refund

After January 28, 2020: Exhibitors rental fees are non-refundable.
- 5. Exhibit space rental:** Each 3 meter wide booth includes one table, two chairs, one 120 volt electrical outlet, one online Exhibitor Manual, 24-hour peripheral security, company listing (company name as noted on the Exhibitor Application form) in the Conference Program (provided full payment is received by January 28, 2020), online exhibitor list and floor plan, two complimentary Business Passes and one conference bag with materials.
- 6. Subletting or reselling of exhibit space(s):** Failure to abide by any of the following will result in loss of renewal status for Discoveries 2020. (A) Subletting or reselling of exhibit spaces is prohibited. The exhibiting company on record must always occupy the exhibit space and be figured prominently. MMC does not permit sub-listings in online or printed materials. (B) If an Exhibitor does not occupy their exhibit space by the first day at show open, MMC may occupy the space. (C) Exhibitors must mount and staff their booth for the duration of the show. A detailed list of Show Rules & Regulations can be found in the Exhibitor Manual, along with the Exhibitor move in/out schedule.
- 7. Display and exhibits:** Exhibits must be appropriately finished on all sides and surfaces. If such surfaces remain unfinished at the start of the Conference and Exposition, MMC may authorize the official contractor to apply the necessary finishing at the Exhibitor's expense. Displays and exhibits cannot interfere or block sightlines of other exhibits. Refer to the Exhibitor Manual for more regulations on building displays.
- 8. Floor plan approval:** Companies occupying four or more booth spaces are required to submit a final booth floor plan to Exhibit Management no later than January 28, 2020. MMC

will not review and approve multiple floor plans. Failure to submit a floor plan by the above deadline will result in an exhibit space reduction to three inline booths.

- 9. Competing Exhibitors:** It is the Exhibitor's responsibility to notify MMC of competing Exhibitors that they wish to be separated from on the show floor. Renewing Exhibitors who do not request relocation are also responsible for completing the "Separate us from" question on the Exhibitor Application form.
- 10. Exhibitor conduct, distribution and soliciting:** Demonstrations, ceremonies, posters/signs, literature and other materials distributed by Exhibitors must be confined to the booth(s) interior. Any literature distributed outside of the Exhibitor's assigned booth space(s), in public areas, will be discarded immediately. Exhibitors are prohibited from soliciting in aisles or in another Exhibitor's booth. Standing in the aisles, in lobbies, intercepting those in attendance or intruding neighboring booths is prohibited. MMC has the right to restrict or evict any Exhibitor that, in the opinion of MMC, is a disturbance to neighboring exhibits including soliciting, distribution of promotional materials, noise, personal conduct, and methods of operation.
- 11. Damage to property:** Any damage to property caused by an Exhibitor will be paid for by that Exhibitor. Do not paint, tape, nail, screw, drill or tack anything to the walls, columns, floor or ceiling of the building, adjoining displays or the official contractor's display materials.
- 12. Fire Department regulations:** Display and packing materials must be flame-retardant. Electrical equipment must be set up in a manner to comply with approved safety standards and must be wired by a licensed electrician.
- 13. Peripheral security:** MMC will provide peripheral security during the start of move-in to the completion of move-out. MMC will not accept any liability for loss or damage to the Exhibitors' booth(s) or materials. All property of the Exhibitor is understood to remain under the Exhibitor's custody and control, in transit to and from or within the confines of the Exhibit Hall.
- 14. Liability and restriction:** Each Exhibitor shall indemnify, defend and hold harmless MMC, its officers, directors, employees, agents and suppliers from and against any and all claims, demands, causes of action and costs, including legal fees for damages of any kind whatsoever including without limitation, any action of any nature by MMC, including MMC's failure to hold the Conference and Exposition as scheduled and/or direct damages to property and injury or death to persons, caused by, arising from or connected with the Exhibitor's occupancy or use of the space by any act or omission on the part of the Exhibitor, its employees, agents, contractors, subcontractors or invitees which may cause or result in any such damage, injury or death. MMC reserves the right to change the date or dates upon which the Conference and Exposition is held, and/or the location at which the show is held and shall not be liable for damages or otherwise by reason of any such change.

In the event that the Conference and Exposition is cancelled for any reason beyond MMC's control (such as, but not limited to, Acts of God, restrictive government regulations, riots, disasters, strikes, curtailment of transportation facilities, insurrections, war, terrorist activities, quarantine restrictions, or public health emergencies of national or international concern) then MMC shall in no way whatsoever be liable to the Exhibitor other than to return to the Exhibitor, without interest, such sums as have been paid as a deposit or advance in connection with the show less a proportionate share of the Conference and Exposition costs incurred.

- 15. Competitive events:** Competitive events which distract from the Conference and Exposition are prohibited.
- 16. Sales promotions and draws:** Draws conducted by the Exhibitor must be free of obligation on the part of the winner. Only draws conducted by MMC may take place on the show floor, in any public place other than an Exhibitor's assigned exhibit space(s). Public announcements cannot be made on the Exhibitors' behalf and no area will be provided on the show floor to post prize winners' names. Hazardous and nuisance causing giveaways are prohibited. In cases where audio visual equipment is used, the sound must be subdued to such an extent as to ensure it having no nuisance effect on neighboring Exhibitors. Live music is prohibited.
- 17. Exhibitor registration:** Exhibitor registration must be completed by sales, marketing, management and/or authorized booth personnel. MMC reserves the right to limit the number of Exhibitor personnel to four representatives per 3-meter-wide booth space.
- 18. Installation, display and removal of exhibits:** The Exhibitor agrees to abide by the hours and dates specified by MMC. Packing of exhibits prior to the close of the show is prohibited. Exhibitors shall be liable for all storage and handling charges or failure to remove exhibits by specified times and dates noted in the Exhibitor Manual. During move in/out, while heavy machinery is in operation, children under the age of 16 are not permitted on the show floor.
- 19. Alcohol:** Any persons found to be intoxicated will not be permitted on the show floor.
- 20. Smoking:** Smoking is not permitted inside of the Conference center. This includes e-cigarettes.
- 21. Amendments to Terms & Conditions:** MMC, at its discretion, may make reasonable changes, amendments or additions to these Terms & Conditions. Any changes, amendments or additions shall be binding on the Exhibitor. Interpretation of these Terms & Conditions shall rest with Show Management in all instances and noncompliance can result in ejection of the offending Exhibitor or closing of the exhibits and/or loss of renewal status.