

# EXHIBITION RULES & REGULATIONS



## 1. MM Live, MEMS Live & NANO Live USA General Information

(1) The Organizer of **MM Live, MEMS Live & NANO Live USA 2012**

Rapid News Communications Group, Unit 2, Chowley Court, Chowley Oak Lane, Tattenhall, Cheshire, CH3 9GA, UK  
Telephone: 312 396 1989, Fax: 011 44 1829 770047, Email: sales@rapidnews.com, Web: www.mmliveusa.com

(2) The Organizer is authorized to transfer all rights and duties to a third party.

(3) The MM Live, MEMS Live & NANO Live USA 2012 events will take place at the Donald E. Stephens Convention Center, Rosemont, IL, USA.

## 2. Tradeshow Theme

'MM Live, MEMS Live & NANO Live USA 2012' - Manufacturing Tradeshow encompassing Micro, Precision, MEMS and NANO Manufacturing Technologies.

## 3. Eligible Exhibits

Exhibits will be limited to those parties offering materials, products, or services of specific interest to registrants or compatible with the general character and objectives of the Show, as determined by Management.

These shall include, but not be limited to: Micro Milling, Turning and Grinding Machines, Micro Injection Molding Machines, MEMS Technologies, NANO Fabrication, CAD/CAM Software for Micro Machining, Precision, Micro and NANO Cutting Tools, Photo Etching & Chemical Machining Equipment, Micro and NANO Metrology and Inspection Equipment, Micro EDM and Micro Boring Machines, Micro Drilling and Micro Cutting, Contract Micro, MEMS and NANO Manufacturing and Assembly, Precision Finishing Services, High Precision Stamping, Laser Micro Cutting and Machining. Universities or institutes of higher learning, government institutions, ISO 9000 certification offices, trade and commerce associations, European and/or Asian institutions, publishers and all suppliers of new technologies for the Micro, Precision, MEMS and NANO Manufacturing industries. Other companies will be admitted by the Organizer to exhibit at the event provided that the products to be exhibited constitute an essential completion of the scope of the tradeshow. Show management reserves the right to determine suitability of any exhibit or product for display.

## 4. Booth Space Assignment

Booths will be assigned on a first-come, first-served basis with consideration given to the amount and configuration of space requested and the date upon which the exhibit space application and deposit are received. Show management reserves the right to make assignments and rearrange floor plans or relocate exhibits with just cause. Show management is not obligated to reimburse Exhibitor for any costs stemming from relocation.

## 5. Payments and Cancellation

Application and contracts must include a 50% non-refundable deposit. The full balance is due on or before October 1st, 2011. Full payment (non-refundable) must accompany all applications submitted October 1st, 2011 and thereafter. Exhibitor may cancel or reduce contracted space by notifying show management in writing by October 1st, 2011. In such case, show management shall retain an amount equal to 50% of the space rental fee. Failure to meet payment terms will be regarded as cancellation. In the event of cancellation, and without further notice to exhibitor, show management shall have the right to use the space for whatever purpose it deems fit, including sale of the space to another party. Show management assumes no responsibility for having included the name of the cancelled exhibitor or descriptions of his products in the show directory, brochures, news releases or other materials.

## 6. Occupancy of Space.

Exhibitors must have paid in full before they will be permitted to install its display. The actual occupancy of the space taken by Exhibitor is of the essence of this License. If Exhibitor does not occupy such space, Show management is authorized to occupy such space or to cause such space to be occupied as Management deems in its absolute discretion without in anyway releasing Exhibitors from any liability hereunder. No firm or organization not assigned Exhibit Space will be permitted to solicit business within the Exhibit Areas. Additionally, Show management reserves the right to relocate Exhibitors to space other than that initially assigned to maintain overall event objectives as determined solely by Show management.

## 7. Booth Space Usage

Exhibits must be staffed and remain intact during official exhibition hours. Exhibitors shall not assign, sublet or share booth space. The display or advertising of another party's product or service constitutes sharing a space. Exhibitors may not permit non-exhibiting companies' representatives to conduct business in its booth. Exhibits must solely be used for the purpose of promoting Exhibitor's products or services and shall not be used for other business purposes. Rulings of the Management in its absolute discretion shall in all instances be final with regard to use of any exhibit space.

## 8. Direct Sales

Retail sales are prohibited during the course of the exhibition. Infraction of this rule will result in Exhibitor's booth being repossessed by Show management.

## 9. Exhibitor Conduct

The principal purpose of the exhibition is to stimulate interest in, and demand for, industry products and services. Exhibitors shall not engage in any activity inconsistent with this purpose. Demonstrations and the distribution of samples, souvenirs, publications, etc., or other sales and promotional materials must be confined to the limits of the booth space. Any activity that interferes with the activities or obstructs access to neighboring booths, or that impedes aisles, is prohibited. Show management reserves the right to impose limitations on noise and other methods of operation that become objectionable. Exhibitors shall not enter another exhibitor's booth without permission of the latter. Exhibitors shall not enter another exhibitor's booth that is not staffed. Exhibitors shall not schedule, foster or conduct outside activities for attendees during hours set by show management for the tradeshow, the conference program or official special events. Exhibitors shall not infringe on the registered trademark, trade name or patent of another company.

In no event shall Exhibitors use their booth to promote any other exhibition or conference. Exhibitors shall conduct and operate its exhibit so as not to annoy, endanger or interfere with the rights of other exhibitors and visitors. Any practice resulting in complaints from any other exhibitor or any visitor which, in the opinion of Show management interferes with the right of others or exposes them to annoyance or danger, may in its absolute discretion be prohibited by Show management.

## 10. Displays

Each exhibitor is entitled to a reasonable sight line from the aisle.

Standard Booth (one or more standard units in a straight line): Exhibit fixtures, components and identification signs will be permitted to a maximum height of eight (8) feet. All display fixtures over four (4) feet in height, and placed within ten (10) lineal feet of an adjoining exhibit, must be confined to that area of the exhibitor's space which is at least five (5) feet from the aisle line.

Perimeter Wall Booth (standard booth located on the outer-perimeter wall of the exhibit floor):

Exhibit fixtures, components and identification signs will be permitted to a maximum height of twelve (12) feet. All display fixtures over four (4) feet in height, and placed within ten (10) lineal feet of an adjoining exhibit, must be confined to that area of the exhibitor's space which is at least five (5) feet from the aisle line.

Island (exhibit surrounded by aisles on all four sides): Exhibit fixtures, components and identification signs will be permitted to a maximum height of sixteen (16) feet.

## 11. Obstruction of Aisles or Booths.

No exhibits or advertising will be allowed to extend beyond the space allotted to Exhibitors, or above the back and side rails of such space. Any demonstration or activity that results in obstruction of aisles or prevents ready access to nearby Exhibitors' booths shall be suspended for any periods specified by Show management.

## 12. Installation of Exhibits

Show management shall have full discretion and authority in the placement, arrangement, and appearance of all Items displayed by Exhibitors, and may require the replacing, rearrangement, or redecorating of any item or of any booth, and no liability shall attach to Show management for costs that Exhibitors may incur thereby. Any Exhibitor building special background or side dividers must make certain that the surfaces of such dividers are finished so as not to be unsightly to Exhibitors in adjoining booths (no logos, no graphics).

All exhibits must be installed two hours prior to the opening of the exhibition and must remain installed until the closing hour. No exhibit will be installed or removed during Tradeshow hours as follows:

Monday, March 5, 2012 Move In  
Tuesday, March 6, 2012 Move In  
Wednesday, March 7, 2012 Show Hours: 9:00 AM - 5:00 PM  
Thursday, March 8, 2012 Show Hours: 9:00 AM - 3:00 PM  
Friday, March 9, 2012 Move Out

If setup of any display has not commenced by two hours prior to the opening day of the exhibition, show management reserves the right to have such display installed at exhibitor's expense. Exhibits must be removed at the time set forth by Show management.

### **13. Care and Removal of Exhibits.**

Show management will maintain the cleanliness of all aisles. Exhibitors must, at their own expense, keep exhibits clean and in good order. All exhibits must remain fully intact until the Exhibition has officially ended. Disturbing or tearing down an exhibit prior to the official closing hour of the Exhibition can result in a refusal by Show management to accept or process exhibit space applications for subsequent exhibitions. Exhibits must be removed from the building by the time specified in the Exhibitors' Services Manual. If Exhibitor fails to remove its exhibit in the allotted time, Management reserves the right, at Exhibitor's expense, to ship the exhibit through a carrier of Management's choosing or to place the exhibit in a storage warehouse subject to Exhibitor's disposition or to make such other disposition of the exhibit as it may deem desirable without any liability to Management.

### **14. Unoccupied Booth**

If booth space is not occupied by the close of installation hours, such space may be possessed by show management for any purpose it deems fit. Such action does not release exhibitor of any obligation under this contract.

### **15. Booth Personnel**

Booth representatives shall be restricted to Exhibitor's employees and their authorized representatives. Booth personnel shall wear at all times "Exhibitor" badge identification furnished by show management. All booths must be staffed by Exhibitors during all hours the show is open. All other employees of exhibiting company shall register as attendees of the exhibition. Show management reserves the right to determine whether the character and/or attire of booth personnel is acceptable and in keeping with the best interests of other exhibitors and the Exhibition. No excessively revealing attire will be permitted.

### **16. Admittance**

During Non-Show Hours: Properly badged booth personnel will be permitted to enter the exhibit hall one (1) hour before the scheduled opening time each day. Booth personnel must vacate the exhibit hall promptly at the closing hour, except for the final night of the exhibition.

### **17. Admission**

Admission is open to adults affiliated with the industry served by the Exhibition. No person under 18 years of age will be permitted on the Exhibition floor at any time, regardless of affiliation or circumstances. Proof of age will be required. No children, no infants, no strollers, and no backpack carriers are allowed. No exceptions. This rule applies to exhibitors as well as attendees. Show management shall have sole control over admission policies at all times.

### **18. Americans with Disabilities Act**

Exhibitors must ensure that their Exhibit Space shall be reasonably accessible and usable by persons with disabilities and that it is in compliance to the extent applicable under regulations implementing Title III of the Americans with Disabilities Act. Exhibitor shall indemnify and hold Show management harmless from and against any and all claims and expenses, including attorneys' fees and litigation expenses, that may be incurred by or asserted against Show management, its officers, directors, agents or employees on the basis of Exhibitor's breach of this paragraph or noncompliance with any provision of the ADA.

### **19. Compliance with Laws**

Exhibitors shall be bound by all pertinent laws, codes and regulations of municipal or other authorities having jurisdiction over the exhibit facility or the conducting of said exhibition, together with the rules and regulations of the owners and/or operators of the Donald E. Stephens Convention Center, Rosemont, IL, USA.

### **20. Exhibitor Services and Union Labor.**

Exhibitor services and union jurisdictions will be outlined in the exhibitor manual that will be distributed in April 2011.

### **21. Sound Level.**

Mechanical or electrical devices that produce sound must be operated so as not to disturb other exhibitors. Show management reserves the right to determine the placement and acceptable sound level of all such devices.

### **22. No Private Functions.**

Operation of hotel suites for sales or entertainment purposes is strictly prohibited during the open hours of the Exhibition. Further, Exhibitors agree that they will not, nor will its employees or representatives, conduct official Exhibitor functions in hotel or private rooms during business hours of the Exhibition.

### **23. Food and Beverage**

The Donald E. Stephens Convention Center prohibits food or alcoholic beverages from being brought into the building except by its catering contractor.

### **24. Indemnification, Limitation of Liability**

Exhibitors agree to indemnify and hold harmless Show management and the sponsor, owner, exhibition hall facility, and city in which this Exhibition is being held, and each of their respective officers, agents and employees, against all claims, losses, suits, damages, judgments, expenses, costs (including, without limitation, reasonable legal fees), and charges of every kind arising out of or resulting from its execution of the Exhibition Space Contract or its occupancy of the space herein contracted for by reason of personal injuries, death, property damages or any other cause sustained by any persons or others including Exhibitors, agents, employees and invitees. Show management shall not be responsible for loss or damage to exhibitor's property by reason of fire, theft, accident or other destructive causes. Show management shall not be responsible for errors or omissions in promotional brochures, the official exhibition directory, or other literature. Show management makes no representations or warranties with respect to the number of attendees or demographics of such attendees.

### **25. Insurance**

Exhibitors are advised to see that its regular company insurance includes extraterritorial coverage, and that it has its own theft, public liability, and property damage insurance.

### **26. Losses.**

Show management shall not be responsible for loss of or damage to displays or goods belonging to Exhibitors for any reason whatsoever. All such items brought to the Exhibition are displayed at Exhibitor's own risk, and should be safeguarded at all times. Show management will provide the security services during the period of installation, show, and dismantling, and Exhibitor agrees that the provision of such services constitutes adequate discharge of all obligations of Show management to supervise and protect Exhibitor's property with the Exhibition. Exhibitors may furnish additional guards at its own expense through the official security provider. If its exhibit fails to arrive, the Exhibitor is nevertheless responsible for the full Exhibit Space cost. The Exhibitor is advised to insure against these risks.

### **27. Damage to Facility**

The Exhibitor is liable for any damage it causes to building floors, walls or columns, or to standard booth equipment, or to other exhibitors' property caused by the installation, occupancy or dismantling of his exhibit. Exhibitors may not apply paint, lacquer, adhesives, or other coating to building columns and floors or to standard booth equipment. In such cases, the facility shall designate a contractor for the repair, and exhibitor shall be responsible for all costs.

### **28. Special Services.**

Electricity, gas, water, and other utilities, as well as other special services needed by Exhibitors, are provided only when Exhibitor orders and agrees to pay for them directly to the persons authorized to supply such services in conformity with city, insurance and other requirements.

**29. Electrical Safety.**

All wiring on displays or display fixtures must conform to the applicable standards established by various governmental agencies and standard fire inspection ordinances and Underwriters' Rules. All display wiring must exhibit the seal and/or such other seals of official approving agencies as may be required at the site of the Exhibition.

**30. Safety and Fire Laws.**

The Exhibitor is charged with knowledge of all laws, ordinances and regulations pertaining to health, fire prevention, and public safety while participating in the Exhibition. All applicable fire and safety laws and regulations must be strictly observed by Exhibitors. Blocking of any Fire Exit will be prohibited. No fire suppression equipment shall be obstructed or concealed. All decorative material, including drapes and fabric covered displays or devices, must be fire retardant. Smoking in exhibits is forbidden. Crowding will be restricted and exhibits must not block aisles and fire exits. No decorations of paper, pine boughs, leafy decorations or tree branches are allowed. No storage behind exhibits is provided or permitted.

**31. Copyrighted Material**

The Exhibitor acknowledges that the use of music, photographs and other artistic works and trademarks must be licensed by the appropriate copyright owner or agent. Exhibitor undertakes full responsibility for obtaining any necessary licenses and agrees to indemnify and hold harmless show management from any damages or expenses resulting from the exhibitor's failure to obtain such licenses.

**32. Photography**

The Exhibitor is allowed to photograph its exhibit only. The photographic rights for the Exhibition are reserved to Show Management.

**33. Lotteries/Contests/Drawings.**

The operation of games of chance, or lottery devices, or the actual or simulated pursuit of any recreational pastime is permitted only to the extent permitted by applicable law and upon prior written approval from Management. Raffles or other promotional measures that require guests to be present at a specified location and time are prohibited.

**34. Termination of Exhibition**

If the exhibition premises become, in the sole discretion of show management, unfit for occupancy or if holding the exhibition or the performance of show management under this contract is substantially or materially interfered with by causes not reasonably within the control of show management, then said contract and/or the exhibition (or any part thereof) may be terminated by show management. Management shall not be responsible for delays, damage, loss, increased costs or other unfavorable conditions arising by virtue of cause or causes not reasonably within the control of Management. "Causes not reasonably within the control of show management" include, but are not limited to, fire; casualty; flood; epidemic; earthquake; explosion or accident; blockage embargo; inclement weather; governmental restraints; restraints or orders of civil defense or military authorities; act of public enemy; riot or civil disturbance; strike, lockout, boycott or other labor disturbance; inability to secure sufficient labor; technical or other personnel failure; impairment or lack of adequate transportation facilities; inability to obtain condemnation, requisition or commandeering of necessary supplies or equipment; local, state, provincial or Federal laws, ordinances, rules, orders, decrees or regulations, whether legislative, executive or judicial, and whether constitutional or unconstitutional; or acts of God. Show management will not be responsible for delays, damage, loss, increased costs or other unfavorable conditions arising by virtue of cause or causes not reasonably within the control of show management. If the exhibition, or any part thereof, is terminated, then show management may retain such part of exhibitor's rental as shall be required to recompense it for expenses incurred up to the time such contingency shall have occurred and there shall be no further liability on the part of either party.

**35. Non-Assignability.**

The Exhibition Space Contract is non-assignable by Exhibitor, whether by transfer, merger, operation of law or otherwise. Any attempted assignment of this Contract by Exhibitor shall be null and void and shall constitute a breach, resulting in cancellation and any other remedies.

**36. Integration of Contract; Amendments.**

The Exhibition Space Contract and this document contains the entire agreement between Management and Exhibitor and supersedes all prior agreements or understandings of any kind, whether written or oral. Any modification or waiver of any provision of this Contract Agreement must be in writing signed by a duly authorized representative of the party against whom enforcement of any waiver or modification is sought. If any provision of this Contract Agreement is held invalid, prohibited or unenforceable for any reason by a court of competent jurisdiction, the validity of the remaining provisions shall not be affected.

**37. Default**

If exhibitor defaults in any of his obligations under this contract, show management may, without notice, terminate the Exhibition Space Contract and retain all monies received on account as liquidated damages and charge exhibitor for additional attorneys' fees or other costs incurred by show management. Show management may thereupon direct exhibitor forthwith to remove personnel and property from the exhibition facility.

**38. Resolution of Disputes.**

In the event of a dispute or disagreement between Exhibitor and an official contractor, or between Exhibitor and a Labor Union or Labor Union Representative, or between two or more exhibitors, all interpretations of the rules governing the Exhibition, actions, or decisions concerning this dispute or disagreement by Management intended to resolve the dispute or disagreement shall be binding on Exhibitor.

**39. Governing Law;**

The Exhibition Space Contract and accompanying Rules and Regulations shall be governed by, and construed in accordance with, English law. The parties irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute, which may arise out of, under, or in connection with these Terms or the legal relationship established by them, and for those purposes irrevocably submit all disputes to the jurisdiction of the English courts.

**40. Enforcement**

All parts of the Exhibition Space Contract and accompanying Rules and Regulations are self-sustaining and may be separately enforced. If disputes involve a court of law, the State of Illinois shall have jurisdiction.

**41. Offset.**

Show Management shall have the right to set off against any amount which may be due to Exhibitor from Management, pursuant to the Exhibition Space Contract or otherwise in connection with the Exhibition, any amounts owed to Show Management or its affiliates by Exhibitor or its affiliates for any reason. In addition, Show Management shall have the right to apply any amounts received from Exhibitor under this Agreement to any other amounts due to Management or its affiliates from Exhibitor or its affiliates.

**42. Amendments**

Show Management may revise these rules and make such changes and/or additions to these regulations as considered advisable for the proper conduct of the Exhibition, with the provision that all exhibitors will be advised of any such changes. Any matters not specifically covered herein are subject to its decision.