



These Annual Conference Sponsorship Rules & Regulations (the “rules”) are a bona fide part of the contract for sponsored items entered into between the National Society of Genetic Counselors (“NSGC” or “show management”) and the sponsors of NSGC’s 43rd Annual Conference to be held at the Ernest N. Morial Convention Center (“Facility”) on September 17-21, 2024 (“NSGC 2024” or the “Event”). Each sponsor, on behalf of itself and its employees, officers, directors, agents and contractors, agrees to abide by these rules and by any amendments or additions hereto made by show management. Defined terms shall have the meaning set forth in the application, unless otherwise defined in these rules. All references to “sponsor(s)” refer to those companies that submitted an application to NSGC to sponsor at the Event.

CANCELLATION OF FULL OR PARTIAL SPONSORSHIP BY SPONSOR

Cancellation of full or partial sponsorship must be directed via email to exhibit@nsgc.org, provided that the cancelling sponsor obtains confirmation of NSGC’s receipt of the email on or before the cancellation deadline.

Full payment is required, and no refunds whatsoever will be made on cancellations or reductions of sponsorship on or after May 1, 2024. Should a sponsor cancel even partial sponsorship on or after May 1, 2024, the sponsor is responsible for the full Sponsorship Fee for the originally contracted sponsorship.

Notwithstanding the foregoing, sponsors will have no right to cancel all or any portion of sponsorship or the contract subsequent to NSGC’s cancellation of the Event pursuant to the policy below.

CANCELLATION OR CHANGES TO THE EVENT BY NSGC

If for any reason beyond NSGC 's control NSGC determines that the Event must be cancelled, shortened, delayed, rescheduled, or otherwise altered or changed, sponsor understands and agrees that NSGC shall not refund any amounts sponsor paid towards the Sponsorship Fee and that all losses and damages that it may suffer as a consequence thereof are its responsibility and not that of NSGC or its directors, officers, members, employees, agents or subcontractors. Sponsor understands that it may lose all monies it has paid to NSGC for space at the Event, as well as other costs and expenses it has incurred, including travel to the Event, setup, lodging, decorator freight, employee wages, etc.

ELIGIBILITY

NSGC reserves the right to determine the eligibility of any sponsor and to prohibit a sponsor from receiving sponsor recognition if, in the sole judgment of NSGC, the sponsor shall in any respect be deemed unsuitable. A sponsor's eligibility to sponsor NSGC must remain in effect from the time of submission of the contract to the time the sponsorship concludes.

INTELLECTUAL PROPERTY MATTERS

Sponsor represents and warrants to NSGC that no materials used in or in connection with its sponsorship infringe the trademarks, copyrights (including, without limitation, copyrights in music and other materials used or broadcast by sponsor) or other intellectual property rights of any third party. Sponsor agrees to immediately notify NSGC of any information of which sponsor becomes aware regarding actual or alleged infringement of any third party's trademarks, copyrights or other intellectual property rights. Sponsor agrees to indemnify, defend and hold NSGC and its officers, directors, employees, members, agents, successors and assigns harmless from and against all losses, damages and costs (including attorneys' fees) arising out of or related to claims of infringement by sponsor, its employees, agents, or contractors of the trademarks, copyrights, or other intellectual property rights of any third party.

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

EDITORIAL CONTROL

Sponsor acknowledges and agrees that NSGC, NSGC Management, its affiliates and, as applicable, the editors, writers and speakers, retain total editorial independence with respect to the content presented in any Sponsorship Opportunity and the selection and presentation thereof subject to the section below regarding Company Content. Except as expressly detailed in an Addendum, NSGC is under no obligation to include any author or speaker suggested by sponsor. In any event, sponsor shall clearly disclose to NSGC any financial, employment or other relationship between sponsor and any suggested speaker or author.

COMPANY CONTENT

When a Sponsorship Opportunity involves inclusion of sponsor content (e.g., an advertisement) or branding (e.g., event sponsorship), sponsor hereby permits NSGC to copy, record, distribute, publish and otherwise display sponsor branding and sponsor supplied content solely in connection with the applicable Sponsorship Opportunity (including, without limitation, any recordings or publications made from such Sponsorship Opportunity) in the manner agreed with sponsor, it being understood that any mention or display of sponsor or its products must be approved by sponsor. Sponsor is solely responsible for any such content and shall defend, indemnify and hold NSGC and its affiliates harmless in the event that any third party asserts any claim of infringement or false advertising in connection with the sponsor content or branding. NSGC shall only display sponsor branding in accordance with the written branding guidelines provided by sponsor to NSGC in writing.

USE OF NAME, BRANDS & LOGOS

NSGC's name, logo and acronym, and all Event related names and logos (collectively, the "NSGC Marks") are NSGC's intellectual property and registered trademarks. Participation by sponsor in the Event does not entitle sponsor to use the NSGC Marks, except that sponsor may reference the Event and use the Event logo with reference to sponsor's participation as a sponsor at the Event. Participation in the Event by sponsor does not imply endorsement or approval by NSGC of such sponsor or its products or services, and none shall be claimed by sponsor.

Sponsor shall retain ownership of its logo(s), brand(s), and any promotional materials submitted to NSGC. All use of sponsor logo(s) in accordance with this contract are to insure sponsor benefit. As between sponsor and NSGC,

NSGC Management and its licensors shall retain ownership of all other materials generated, published or displayed in connection with the Sponsorship Opportunity and all recordings thereof.

INDEMNIFICATION

Sponsor shall indemnify and defend (with counsel acceptable to NSGC) NSGC and officers, directors, members, employees and agents from any and all actions, controversies, demands, suits, proceedings, claims or causes of action of any kind whatsoever, whether by formal or informal proceeding, and against any and all liabilities, losses, claims, costs, interest, penalties, demands, expenses and damages whatsoever (including reasonable attorneys' fees and costs of suit, whether incurred before, during or in connection with the appeal of any trial, bankruptcy proceeding, arbitration or alternative dispute resolution program) related to or arising, directly or indirectly, from: (i) any breach by sponsor of any obligation, representation or warranty in the contract or in these rules; (ii) any business operations of or under the control of sponsor or any of its employees, contractors, and/or agents in connection with the Event, or occupancy and Sponsorship Opportunities; (iii) any acts, omissions, negligence, or willful misconduct of sponsor or any of its employees, contractors, guests, invitees and/or agents, including acts or omissions resulting in damage to the Facility premises, the Sponsorship Opportunity space or to equipment used in connection the foregoing; and (iv) any claim by sponsor's employees, contractors and/or agents arising from or related to any agreement between sponsor/contractor and such employees, contractors, and/or agents. THE TERMS OF THIS PROVISION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THE CONTRACT

MEETINGS & DISPLAYS OUTSIDE EVENT AREA

In order to ensure the success of the Event and avoid dilution of benefits extended to all partners, sponsor may not extend invitations, call meetings or otherwise encourage absence of exhibitors, sponsors or attendees from any program or other component of the Event during Show Hours or any function sponsored in connect with the Event without prior notice to and approval by NSGC.

Absolutely no sponsors are permitted outside the Facility. There are to be no displays in hotel rooms, hotel public areas or other facilities or areas contracted or used by NSGC.

ATTENDEE LISTS

Event attendee lists are the proprietary copyright protected property of NSGC. NSGC may, in its discretion, grant sponsors and other official partners a limited, revocable, non-transferable license to use the Event attendee lists for distribution of their marketing and promotional materials in the manner prescribed by NSGC. No other individual or organization is authorized to use the Event attendee lists. Attendee lists may only be used for mailings of promotional material relating to Sponsorship Opportunity at the Event and all such materials must be approved, in advance, by NSGC in writing. The Event attendee lists may not be sold, published, licensed, be reproduced, transferred or used in any other manner except as specifically set forth above. In using such Event attendee lists for mailings, sponsor must ensure compliance with all applicable federal, state, local and other laws, statutes and regulations including, but not limited to, the laws of the countries/states in which individuals included on such lists reside, the European Union's General Data Protection Regulations ("GDPR"), the California Consumer Privacy Act ("CCPA"), and the Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003 ("CAN-SPAM Act"). Sponsor shall indemnify, hold NSGC, its directors, officers, agents, members and employees harmless from and against any and all liabilities, losses, claims, costs, interest, penalties, demands, expenses and damages whatsoever (including reasonable attorneys' fees and costs) related to or arising, directly or indirectly, from sponsor's use of the Event attendee lists. The terms of this provision shall survive the termination or expiration of this contract.

NSGC POLICIES & CODES

By signing this contract, sponsor agrees to abide by NSGC's bylaws, rules, regulations, policies, and codes, including, without limitation, the NSGC Meeting Code of Conduct, and Policy on Diversity, Equity, Inclusion & Belonging (collectively, "NSGC Policies"). NSGC reserves the right to take any action it deems necessary and appropriate in response to any incident of unacceptable behavior or other violation of the NSGC Policies, including immediate removal from the NSGC Annual Conference without warning or refund, and the right to prohibit participation at any future in-person or virtual NSGC meeting.

WARRANTIES

NSGC makes no warranties, either express or implied, as to the availability or suitability of the contractors, services and/or equipment of the Facility, NSGC, or their respective employees, agents or contractors.

AMENDMENTS/ INTERPRETATION

Any and all matters not specifically covered by the contract, or these rules, shall be subject solely to the decision of NSGC. NSGC has the sole power to interpret, amend at any time, and enforce these rules, provided any amendments, when made, are brought to the notice of the sponsors. Each sponsor, for themselves and their employees, contractors and agents, agrees to abide by these rules and by any amendments or additions thereto made in conformance with the preceding sentence. NSGC's decision and interpretation of these rules shall be accepted as final in all cases and will be binding upon sponsors. Sponsors failing to abide by these rules may be subject to disciplinary action up to and including ejection from the Event and denial of future participation in future NSGC events.

ENFORCEMENT/ MISCELLANEOUS

This contract is governed by Illinois law and the sponsor consents to the exclusive jurisdiction of the State and Federal courts seated in Cook County, Illinois, with respect to any action arising out of this contract or NSGC. The parties explicitly acknowledge and agree that the provisions of this contract are both reasonable and enforceable. However, the provisions of this contract are severable and, as such, the invalidity of any one or more provisions shall not affect or limit the enforceability of the remaining provisions. Should any provision be held unenforceable for any reason, then such provision shall be enforced to the maximum extent permitted by law. The contract is binding on the sponsor's successors and assigns.

LIMITATION OF LIABILITY

IN NO EVENT SHALL THE FACILITY, NSGC 2024, NSGC, OR THEIR RESPECTIVE OWNERS, MANAGERS, OFFICERS, DIRECTORS, MEMBERS, AGENTS, EMPLOYEES, INDEPENDENT CONTRACTORS, SUBSIDIARIES OR AFFILIATES (COLLECTIVELY "NSGC PARTIES") BE LIABLE TO THE SPONSOR OR ANY THIRD PARTY HIRED BY OR OTHERWISE ENGAGED BY THE SPONSOR FOR ANY LOST PROFITS OR ANY OTHER INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING ATTORNEY'S FEES AND COSTS, ARISING OUT OF THESE RULES, THE APPLICATION OR

CONTRACT OR CONNECTED IN ANY WAY WITH USE OF OR INABILITY TO USE THE SERVICES OUTLINED IN THESE RULES, THE APPLICATION OR CONTRACT OR FOR ANY CLAIM BY SPONSOR, EVEN IF ANY OF THE NSGC PARTIES HAVE BEEN ADVISED, ARE ON NOTICE, AND/OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF SUCH DAMAGES. SPONSOR AGREES THAT NSGC PARTIES' SOLE AND MAXIMUM LIABILITY TO SPONSOR, REGARDLESS OF THE CIRCUMSTANCES, SHALL BE THE REFUND OF THE SPONSORSHIP FEE. SPONSOR AGREES TO INDEMNIFY AND DEFEND THE NSGC PARTIES FROM ANY CLAIMS BROUGHT BY A THIRD PARTY HIRED BY OR ENGAGED BY THE SPONSOR FOR ANY AMOUNT BEYOND THE SPONSORSHIP OPPORTUNITY FEE. FURTHER, SPONSOR AGREES TO PAY ALL THE ATTORNEYS' FEES AND COSTS INCURRED BY NSGC PARTIES ARISING OUT OF, OR IN ANY WAY RELATED TO, THE CONTRACT. SPONSOR SHALL BE SOLEY RESPONSIBLE FOR ITS ATTORNEYS' FEES AND COSTS.