

SAN DIEGO



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SPONSOR & EXHIBITOR CODE OF ETHICS, CONDUCT & RULES

2,000+ ATTENDEES SELLS OUT EVERY YEAR



1. Code of Ethics, Conduct & Rules

Exhibit booths and sponsorships are final at the time of purchase. Exhibit and sponsorship opportunities shall not be resold, reassigned, or shared. Payment for the exhibit booth or sponsorship must come from the purchasing organization. All marketing collateral is subject to the Brain Injury Association of California (herein "BIACAL") Chairman's sole discretion and approval.

2. Exhibitor & Sponsor Eligibility

Only exhibitors offering products, equipment, or services which are related to the interest and educational values of BIACAL or TBI MED LEGAL may obtain exhibit space and sponsorship at the convention. BIACAL reserves the right to determine, in its sole discretion, the eligibility of any applicant as an exhibitor or sponsor.

3. Sponsor and Exhibitor Fees and Assignments

All sponsor and exhibitor fees must be paid in full, in advance of the convention. Exhibitor applications are not considered complete until FULL payment is received by BIACAL. BIACAL assigns exhibit space on a first-paid/first-assigned basis and as much in accordance with Exhibitor's preference as possible. BIACAL reserves the right to determine, in its sole discretion, the exact location of exhibitor's booth space. BIACAL further reserves the right to relocate exhibitor's assigned exhibit space, at any time.

4. Booth Sharing Restrictions

Sharing of booth space by vendors or companies is strictly prohibited. The sublease of or license to use any part of the exhibit space by third parties is strictly prohibited.

5. Sponsor Cancellation

Sponsor cancellations will not be accepted for any reason.

6. Exhibitor Cancellation

Exhibitor cancellations will not be accepted for any reason.

7. Exhibitor Check-In

Exhibitors may check in and pickup their Exhibitor Kit at the Exhibitor Registration booth on March 9, 2023, from 6 a.m.- 11:00 a.m.. Exhibitor badges, ribbons and other important information will be included in the Exhibitor Kit. Exhibitors should verify that correct booth representatives are listed and names are spelled correctly.

8. Move-In

Exhibitors shall have access to the exhibit hall for move-in from 6:00 a.m. to 11:00 a.m., on March 9th. Move-in requiring the show contractor's assistance must be completed by 11:00 a.m. Exhibitors will not be allowed to enter the Exhibit Hall before 6:00 a.m. on March 9, 2023. Exhibitors shall comply with all show contractor regulations where applicable (See show contractor information packet). **NO MOVE-IN OR SET-UP WILL BE PERMITTED DURING EXHIBITING HOURS.**

9. Move-Out

Exhibitors will have from 8 p.m. to 10 p.m. on March 11, 2023, to remove all displays, materials, or property from the Exhibit Hall. No exhibit booth or display may be dismantled nor packing started prior to March 11th at 8 p.m.. All exhibit materials must be moved into or out of the exhibit hall through such entrances designated by BIACAL, and all moving, dismantling, or packing of exhibit materials or displays must be in accordance with the policies and procedures of Hilton.



10. Booth Personnel/Staffing

Each exhibit booth must be staffed during all convention show hours:

Friday: 8:00 a.m. - 4:00 p.m.

Saturday: 8:00 a.m. - 4:00 p.m.

Any exhibit booth not staffed for any period of time deemed unreasonable by BIACAL staff may be removed from the exhibit hall without refund to the exhibitor.

Each Premium Exhibitor Booth includes up to five (5) company representatives, and each Regular Exhibitor Booth includes up to three (3) company representatives.

Regular Booth Exhibitors may purchase a maximum of 2 registrations for additional booth representatives. A \$350.00 fee will apply for each additional booth representative. — The maximum number of booth representatives for any type of booth is five (5).

Names of additional representatives, as well as the extra fee, must be received by **February 9, 2023**.

All booth representatives must be paid employees of exhibiting company and must be 16 years of age or older. Children are not allowed in the Exhibit Hall, no exceptions. Booth representatives will not be admitted into the conference without a purchased ticket or badge.

11. Exhibitor Guest Restrictions

The Exhibit Hall is not open to the general public or guests. Exhibitor's guests/clients who are not registered attendees of the convention will not be allowed to enter the Exhibit Hall. Exhibit hall tours are not permitted.

12. Special Prize Drawings

Exhibitors may have special prize drawings to promote traffic to their exhibit booth. Winners must be notified directly by exhibitor, not through BIACAL. Announcement of winners must be announced in the Exhibit Hall and not in the meeting rooms.

13. Food & Beverage

Exhibitors must order ALL food and beverages (including candies, snacks and other food items used as promotional giveaways) from the host hotel, The Hilton, San Diego Bayfront. Exhibitors may not bring ANY food or beverage into the exhibit hall without written permission from The Hilton San Diego Bayfront and the BIACAL Chairman. All companies distributing food and/or beverages will be issued a placard that must be displayed in the booth at all times. Any unauthorized food or beverage distribution will be immediately confiscated by hotel staff and will not be returned and BIACAL may revoke booth selection privileges for 2024.

14. Booth Space

Exhibitors are provided a 8' l x 10' w booth space with an 8' high draped backdrop with a one-line identification sign with company name and booth number. Daily cleaning of the aisles is also provided. **All furniture, tables, and accessories, electrical requirements, specialty carpeting, and booth cleaning are the responsibility of exhibitor and must be ordered through the show's general contractor.** All measurements shown on the floor plan are approximate, and BIACAL reserves the right to make such modifications as may be deemed necessary, making equitable adjustment with any exhibitors thereby affected.

15. Booth Display Space

Exhibitor's booth display must not obstruct the general view of other booths in the exhibit hall. If exhibitor plans any special display(s), exhibitor shall submit drawings for such display(s), in advance of the convention, to BIACAL for its approval. Booth backdrops may not be more than ten feet (8') in height. Side panels for booth displays should not exceed 5' in height. Backdrop for end cap booths (aisle facing double booths, 10' l x 8' w) must not exceed 8' high by 8' wide, centered. Display material exposing an unfinished surface to neighboring booths is prohibited.



16. Contractor Services & Information

Shipping, booth equipment, and furniture rental shall be arranged through BIACAL's General Service Contractor and no outside vendors will be allowed on show floor without show manager approval.

17. Property Damage

Exhibitors or their agents shall not in any way damage the hotel building, other exhibitor booths or equipment in other booths. No signs, parts of exhibits, supplemental lighting or any other exhibit material may be taped, posted, tacked, nailed, screwed, or otherwise attached to columns, walls, floors, furniture or any interior or exterior surface in the exhibition facility. Anything necessary to protect the building, equipment or furniture from damage that may be caused by any part of exhibitor's display must be obtained and used by the exhibitor, at exhibitor's expense, with the be approved written consent of BIACAL.

18. Promotional Material Distribution Restrictions

Exhibitors and sponsors must limit distribution of materials, demonstrations, entertainment and other promotional activity to the confines of their designated booth or sponsorship venue. Promotional activity may not interfere with adjacent booths or intrude on aisle space. Materials may not be placed inside meeting rooms, food & beverage tables, registration desk or lobby areas. BIACAL will remove violations from the exhibit hall and revoke booth selection privileges for 2024 and beyond. Distribution of literature, souvenirs, or novelties by entities who are not official exhibitors is strictly prohibited. PLEASE immediately report such activity to security, staff or volunteers.

19. Exhibitor Disruptions

Exhibitors are prohibited from using lighting devices, sound amplification equipment, noisy machinery or loud presentations or entertainment which, in the sole discretion of BIACAL, is disruptive to other exhibitors or to the meeting rooms adjacent to the exhibit hall. Exhibits which include any special lighting, sound equipment, or noisemaking devices must be approved, in writing, by BIACAL prior to the opening of the convention.

20. Interference and Safety

Exhibitor shall not do, nor permit to be done, anything which may interfere with the effectiveness or accessibility of utility, heating, ventilating, air conditioning, or fire safety systems in the hotel or convention facility. Nor shall exhibitor do, or permit to be done, anything which may interfere with free access and passage in and around the exhibit space areas in the exhibit hall, or in the adjacent meeting rooms or public areas of the hotel. Failure to comply subject to sanctions in rule #32.

21. Use of Space

Only souvenirs and novelties which bear general relationship to the exhibiting company or the convention may be distributed by exhibitors from their exhibit space ONLY. BIACAL reserves the right to prohibit the distribution of any such literature, souvenirs, or novelties which, in the sole discretion of BIACAL are deemed to be illegal, offensive, objectionable, or not sufficiently related to the interests and educational values of the convention. Exhibitors are also prohibited from using costumed people or mannequins whose appearance or dress which, in the sole discretion of BIACAL, may be considered offensive to others.

22. Observance of Laws & Regulations

Exhibitors shall assume and bear total responsibility for compliance with any and all local, city and state safety, fire and health laws, ordinances and regulations regarding the installation and operation of their exhibit space. No combustible or flammable material, such as bunting, crepe paper, tissue paper, cardboard, corrugated paper, etc., shall be used by exhibitor for decorations. All materials used by exhibitor for decorative purposes, such as muslin, velvet, silkscreen, etc., must be flame proof. In addition, all flammable materials and fluids (e.g. packing paper) must be kept in safety containers or removed from the exhibit hall — not openly stored under tables or behind displays. Open flames, butane gas, oxygen tanks, etc., are strictly prohibited in the exhibit hall.



23. Exhibit Operation Restrictions

BIACAL reserves the right to close exhibits which in the sole discretion of BIACAL staff, are in bad taste, are excessively noisy, employ offensive or unprofessional methods of operation, or in any way detract from the quality of the exhibition, interfere with the other exhibitors, or are deleterious to BIACAL's image. Additionally, exhibitors shall not use their exhibit space or conduct any activities which demean or contravene the products, services, or organization of any other exhibitor.

24. Exhibitor Conduct

BIACAL takes great pride in the promotion of positive, healthy education experience that is free from gossip, and negative speak. Exhibitors must not disparage, speak negatively about in a way that can be construed as negative in BIACAL's sole discretion re: any sponsor, exhibitor, speaker or attendee. Any violation of this rule is cause for immediate removal and revocation of future participation in any BIACAL event.

25. Non-BIACAL Events

Sponsor, exhibitor or attendee hosted or sponsored meetings, entertainment, dinners, events, or similar activities must not conflict with other BIACAL sponsored or endorsed events or activities without prior written authorization from the BIACAL CHAIRMAN or TBIMEDLEGAL CONFERENCE CHAIRMAN. Failure to comply with this rule is cause for immediate removal from TBIMEDLEGAL (without any refund) and revocation of participation at future BIACAL events. Dinners, events, parties, meetings, or similar activities where 6 or more are gathered require written and signed permission from the BIACAL CHAIRMAN and TBI MED LEGAL CONFERENCE CHAIRMAN.

26. Limitations of Liability

Neither BIACAL, its officers, directors, members, representatives or employees, suppliers, nor the meeting facility, nor service contractor or their officers, representatives or employees, or subcontractors shall be liable for, and are hereby released from, any claims, liabilities, losses, damages or expenses relating to or arising out of any injury to any personnel of exhibitor or to any other person for any loss of or damage to any property of the exhibitor or any other property where such injury, loss or damage is incident to, arises out of, or is in any way connected with exhibitor's participation in the convention. The exhibitor shall be fully responsible for any such injury, loss, or damage. Exhibitor shall protect, indemnify, hold harmless, and defend BIACAL, its officers, directors, and employees, and the hotel, its subsidiaries, affiliates and their respective owners, employees and agents against any claims, liabilities, losses, damages and expenses arising out of the use of the exhibition premises.

27. Force Majeure

In the event the premises shall be damaged or destroyed, or if the exhibition fails to take place as scheduled or is interrupted and/or discontinued, or access to the premises is prevented or interfered with by reason of any strike, lockout, injection, act of war, act of terrorism, act of God, emergency declared by any government agency or by BIACAL, or for any reason, this contract may be terminated by BIACAL. Upon termination, the exhibitor shall waive any and all claim for damages or compensation, except the pro rata return of the amount paid for space, after deduction of actual expenses incurred in connection with the exhibition, and there shall be no further liability on the part of either party.



28. Security

BIACAL will exercise reasonable care and will provide limited security for the protection of exhibitor's materials and displays. Neither BIACAL, the service contractor, hotel management, nor any of the officers or employees of the above will be responsible for the safety of the property of the exhibitor, its agents, or employees from theft, vandalism, damage by fire, water, storm, accident or any other causes. Exhibitor understands that neither BIACAL nor the hotel maintain insurance covering exhibitor's property, and it is the sole responsibility of exhibitor to obtain appropriate insurance coverage.

29. Americans with Disabilities Act

Pets are not permitted in the meeting rooms, exhibit hall or convention area. Service animals are exempt. The 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. (Note, national ADA law does not apply to service dogs-in-training. Visit www.ada.gov for official service animal guidelines.) Exhibitor shall be solely responsible for making its exhibit accessible to persons with disabilities as required by the Americans with Disabilities Act.

30. Amendments/Enforcement

All matters and questions not covered by these Policies and Procedures are subject to the final judgment and decision of BIACAL Chairman. These Policies and Procedures may be amended at any time by BIACAL without written notice to exhibitors. BIACAL reserves the right to enforce compliance with these Policies and Procedures.

31. Exhibitor Responsibility

Exhibitor is responsible for communicating all information regarding these Policies and Procedures to all members of the company who will be participating in BIACAL's convention, as well to any agents, contractors, or other personnel authorized or acting on behalf of the exhibiting company prior to and during the BIACAL convention.

32. General Nuisance

Conference attendees determined to be a nuisance at the sole discretion of BIACAL's Board of Directors may be removed from the event immediately, and if deemed necessary, in perpetuity.

33. Non-Compliance

Compliance (or non-compliance) determination is solely determined by the Executive Board of the Brain Injury Association of California. Failure to comply with any of the above rules and regulations may result in immediate exhibitor removal from TBI MED LEGAL and suspension from exhibiting at future BIACAL conventions or seminars for a period of time deemed appropriate by BIACAL.

34. Interpretation

BIACAL shall have full authority in the interpretation and enforcement of all Exhibit Rules and Regulations contained herein; and shall have full authority to make such amendments or further Exhibit Rules and Regulations hereto as it shall consider necessary for the proper conduct at TBI MED LEGAL. Exhibitors may appeal any decisions made by BIACAL regarding the above Exhibit Rules and Regulations to Board Chairman, whose decision shall be final.

35. Contact Information

Please report violations on-site to security, staff or the below mentioned individuals with a cc to the Board at the below-mentioned email address.

**CHAIRMAN OF THE BOARD: ERICA CHAVEZ, Esq.
EMAIL: BIACAL.BOARD@GMAIL.COM
TEXT: (562) 234-0394**



Sponsor & Exhibitor Agreement to Code of Ethics, Conduct & Rules

THIS FORM MUST BE SIGNED AND RETURNED WITH REGISTRATION PACKET.

The undersigned authorized sponsor/exhibitor agrees to abide by all terms and conditions in the above Code of Ethics, Conduct & Rules, rules and regulations governing the conference, and applicable provisions of TBI MED LEGAL's and BIACAL's agreement with HILTON SAN DIEGO BAYFRONT. Acceptance of this application by BIACal and TBI MED LEGAL constitutes a binding contract.

Exhibitor/Sponsor Representative #1

Company Website

Exhibitor/Sponsor Company

Representative Email Address

Representative Cell Phone Number

Representative #2 Email Address

Representative #2 Cell Phone Number

Company Address

Item(s) Purchased #1

Price for Item #1

Item(s) Purchased #2

Price for Item #2

Item(s) Purchased #3

Price for Item #3

Item(s) Purchased #4

Price for Item #4

Company Representative Signature

Date Signed