



# SWTEST

PROBE TODAY, FOR TOMORROW

## OFFICIAL RULES & REGULATIONS GOVERNING EXHIBITS

The 2021 Semiconductor Wafer Test Conference (SWTest 2021) is sponsored by International Wafer Test, LLC and managed by Conference & Exhibits Management, Inc. (CEM). The following rules and regulations will apply:

### 1. QUALIFICATIONS

Companies exhibiting must be manufacturers or representatives of manufacturers that produce products and services, which conform to the subject matter covered by the technical program, or are used in relevant ancillary work (such as trade magazines or books, software houses, etc.) The Conference reserves the right to determine the eligibility of any product or service to exhibit.

### 2. REGISTRATION TO THE TECHNICAL PROGRAM

Exhibit registration does **not** include registration for the SWTest Technical Program. There is an additional and separate registration fee for exhibitors who want to attend and participate in that activity.

### 3. ASSIGNMENT OF BOOTH SPACE

All booth requests will be handled on a first-come, first-served basis by the date and time of receipt of contract and payment with priority given to Corporate Sponsors confirmed by April 15<sup>th</sup>, 2021. No booth assignments will be confirmed until CEM receives full payment. Every effort will be made by CEM to assign the exhibitor one of its stated preferences in booth locations; however, CEM cannot guarantee the preferred locations will be available. Registering and paying early will increase the possibility of exhibitor receiving a preferred location. Should all exhibitor's preferred locations be assigned, CEM reserves the right to assign exhibit booth space from available locations. The Sponsor and CEM further reserve the right to deny registration, without recourse; to any prospective exhibitor they deem is not in the best interest of the event as a whole.

### 4. BOOTH CANCELLATION OR REDUCTION REFUNDS

Full payment must accompany completed applications. If assigned space is canceled or reduced by exhibitor before the close of business Friday, July 9<sup>th</sup>, 2021, a fee of \$500 will be assessed. Cancellations received after July 9<sup>th</sup>, 2021 will result in a full forfeiture. If assigned space is canceled or reduced by exhibitor after July 9<sup>th</sup>, 2021 all fees paid will be retained. Any exhibitor who contracts and pays for exhibition space after July 9<sup>th</sup>, 2021 will receive no refund for the cancellation or reduction of space, and/or full payment will still be due.

### 5. SUBLETTING OR SHARING SPACE

Exhibitor may not assign, sublet, or apportion to others, the whole or any part of the space allotted, and may not advertise or display goods or services other than those produced or sold by exhibitor in the regular course of its business. However, exhibitor may use equipment or products of another exhibitor or vendor in its booth(s) for the purpose of better presentation of exhibitor's own products.

### 6. INSTALLATION OF EXHIBITS

Installation of exhibits at the Rancho Bernardo Inn is on Monday, August 30, 2021. If exhibitor will be delayed in setting up its booth(s), exhibitor must contact the CEM staff immediately to make other arrangements. Exhibitor must be fully operational by 4:00 p.m. on Monday, August 30, 2021. Any space contracted for and not occupied by 4:00 p.m. on Monday, August 30, 2021, with no prior notice being given to CEM is subject to forfeiture of fees and use of the space by the exhibitor, and may be resold or reassigned at the discretion of CEM and the Sponsor.

### 7. REMOVAL OF EXHIBITS

All exhibits will close at 4:30 p.m. on Tuesday, August 31, 2021. Move out will begin at 8:00 a.m. on Wednesday, September 1, 2021. For safety reasons, as well as to maintain a professional and courteous atmosphere, no exhibitors will close or leave their booths prior to this time. Exhibitor must surrender the occupied booth space in the same condition it was prior to occupation. Exhibitor will make arrangements for the removal of equipment, crates, and materials from the exhibit area according to instructions in the Exhibitor Service Kit. All exhibits must be dismantled and removed by 12:00p.m. on Wednesday, September 1, 2021.

### 8. CONTRACTOR SERVICES

A link to the Exhibitor Service Kit will be available on the SWTest website on the Exhibitor page. CEM and the Sponsor have designated GES as the official exposition services contractor. At the Exhibitor's expense, GES will provide all show services, material and equipment, other than material and equipment owned by exhibitor, to be used in the exhibit space.

### 9. BOOTH CONSTRUCTION AND ARRANGEMENT

Booths will have an 8' background drape, draped table, 2 chairs, wastebasket, ID sign as standard provisions. Electric service, phone connections, or other services and equipment can be ordered and paid for by the exhibitor by filling out the appropriate forms in the Exhibitor Service Kit, and sending them to either GES or the hotel as indicated on the form. Since the exhibit hall is carpeted, no booth carpeting will be required. Any last-minute needs can be ordered and paid for by the exhibitor through GES Service Desk near exhibition floor. No exhibition equipment or material can extend above the 8' height so as not to cause a distraction for adjoining booths.

Placement of exhibition equipment must not block the visibility of neighboring exhibitors. Aisles must not be used for exhibit space or standing room. This will be strictly enforced. All exhibits must be done in a professional manner that will not detract from the exhibition. Only quality display equipment and materials should be used, with all surfaces and edges having a finished appearance. All displays and exhibits must conform to local building and fire department codes and regulations. CEM will inspect booths to ensure displays meet acceptable specifications. At CEM's discretion and determination, any booths requiring changes must be corrected immediately at the exhibitor's expense. Exhibitor must maintain, clean, and keep its exhibits and contracted space in good order.



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## 10. PROTECTION OF RANCHO BERNARDO INN PROPERTY

Nothing shall be pasted, tacked, nailed, screwed, or otherwise affixed to columns, walls, floors, ceilings, or other parts of building or furniture. If the premises are defaced or damaged due to acts of negligence or non-compliance by the exhibitor, its agents, contractors, haulers, riggers or guests, the exhibitor shall pay the Rancho Bernardo Inn for incurred damages to the Rancho Bernardo Inn property.

## 11. FIRE REGULATIONS AND LOCAL LAW

Exhibitor must comply with all California and/or San Diego safety and fire codes. All electrical installations, equipment and wiring must comply with the latest National and Local Electrical Codes.

## 12. EXHIBITOR CONDUCT AND APPEARANCE

All employees and agents of the exhibitors must register at the Expo Registration Desk near the Expo entrance and must display their badges at all times. Only people with badges will be allowed access to the exhibit area. An exhibitor representative must be in the booth during all the operating hours that the Expo is open. Representatives will have a professional appearance and will provide suitable assistance to conference attendees to explain exhibitor's products, services and programs. While on the exhibition floor, exhibitor's representatives are to conduct themselves in a manner commensurate with acceptable public behavior. At CEM's discretion, any exhibitor who is deemed out of order will be required to leave the expo area. All exhibitor activities must be confined to its contracted space. Audiovisual, sound, and attention-getting devices and effects will be permitted only in those locations and in such intensity that, in the opinion of CEM, do not interfere with the activities of neighboring exhibitors. No smoking shall be allowed in the expo area.

## 13. LIMITATION OF USE OF RECORDED OR LIVE MUSIC

Exhibitor understands and agrees that it will not play, present, perform, or cause to be played, presented, or performed any live or recorded music at the Conference other than music that is original or exhibitor owned. Only if exhibitor has written permission and has paid the required royalties for the use of non-original recorded or live music will such music be permitted in the exhibition area. Any violation of this law may cause the immediate cancellation of your booth contract and removal of your exhibit from the floor.

## 14. SECURITY AND INSURANCE

Guard service will not be provided in the exhibition area. However, the Expo tent will be locked during non-exhibit hours. Exhibitor is encouraged not to leave valuables in their booth. Exhibitor is solely responsible for the loss or damage of its goods, materials, displays, and equipment. Exhibitor is responsible for providing adequate insurance coverage to include, but not limited to, damage to personal property, damage to the Rancho Bernardo Inn building or property, injury to persons, public liability, water, storm, and strikes.

## 15. NON-COMPETE

Exhibitor's activities may not compete with Conference or EXPO hours. Open Press hours are listed on the SWTest EXPO Schedule. If planning an activity during the Social Event, Exhibitor must advise CEM [expo@swtest.org](mailto:expo@swtest.org), so counts may be adjusted for Social Event.

## 16. LIABILITY

Exhibitor hereby releases CEM, the Sponsor, Rancho Bernardo Inn, GES, and their agents, contractors, and employees from any and all claims, demands, causes of action or liability of any kind for injury or damages to persons or property that we may now or in the future have, known or unknown, arising directly or indirectly out of attendance at or participation in SWTest 2021. Exhibitor further agrees to indemnify and defend CEM, the Sponsor, Rancho Bernardo Inn, GES, and their agents, contractors, and employees and hold them harmless, no matter what the cause or claim, from and against any lawsuits, claims, actions or causes of action, arising out of, or in connection with, this waiver of liability or its participation in SWTest 2021. This obligation includes, but is not limited to, the cost of defense, payment of any judgments and payment of any expenses for attorneys' fees and other costs which may be incurred by CEM, the Sponsor, Rancho Bernardo Inn, GES, and their agents, contractors, and employees. Neither CEM, the Sponsor, Rancho Bernardo Inn, GES, and their agents, contractors and employees shall be liable for injuries to any person or for damage to property owned or controlled by exhibitor. In case any part of the exhibit area is destroyed or damaged, preventing CEM, the Sponsor, Rancho Bernardo Inn, or GES from permitting an exhibitor to occupy assigned space, securing any part or the whole of the set up or exhibition period, or in case occupancy of assigned space during any part or the whole of the set up or exhibition period is prevented by strikes, acts of God, national emergency or other causes only for the period space was or could have been occupied by the exhibitor, the exhibitor hereby waives any claim against CEM, the Sponsor, Rancho Bernardo Inn, GES, and their agents, contractors and employees for losses or damages that may arise in consequence of such liabilities to occupy assigned space.

## 17. VIOLATIONS

Violation of any of these regulations on the part of the exhibitor or the employees or agents of the exhibitor shall, at the discretion of CEM, annul the right to occupy exhibit space, and such exhibitor shall forfeit to CEM all fees paid. Upon evidence of a violation of regulations, CEM may take possession of the space occupied by the exhibitor and may have all persons and goods removed at the exhibitor's risk and cost. The exhibitor shall pay all such expenses and all damages that CEM may incur and shall forfeit all fees paid or due CEM on account thereof. The exhibitor waives any right to service or written notice of CEM's intention to terminate this agreement and repossess space occupied by the exhibitor.

## 18. GENERAL

Exhibitor agrees to be bound by the terms of this Contract, as well as the Official Rules and Regulations Governing Exhibits for the Exhibition, which are incorporated into this Contract by reference. All matters not covered by the regulations are subject to the decision of CEM. CEM may amend these regulations at any time and all amendments shall be equally binding on all parties affected by them as are the original regulations. All provisions of this agreement are severable. If any provision or portion thereof is determined to be unenforceable by a court of competent jurisdiction, then the rest of the agreement shall remain in full effect.