

WD2019 EXHIBITORS TERMS OF USE

THIS TERMS OF USE shall govern the terms and conditions of the Exhibitors use of exhibition space (also referred to as the “Fueling Station”) in the Vancouver Convention Centre during WD’s conference on June 3rd through 6th, 2019 (the “**WD2019 Conference**”), including the load in period from May 31st through June 2, 2019.

The Exhibitor and WD agree as follows:

1. **Compliance with Rules**. The Exhibitor will abide by the WD2019 Exhibitor Manual and the Vancouver Convention Centre Operating Guidelines (copies of which have been provided to the Exhibitor), each as amended from time to time, and the Exhibitor will not violate any applicable law, regulation, or ordinance of any government or regulatory body.
2. **Insurance**. The Exhibitor will maintain insurance(s) as required under section 3.H of the WD2019 Exhibitor Manual, namely, that Exhibitors will maintain sufficient property and general liability insurance coverage against any loss or damages arising during the load in period and WD2019.

Exhibitors must ensure that all their staff, servants, agents, or contractors are insured against claims for Workmen’s Compensation. The period for which such insurance shall be maintained shall run from the time the Exhibitor, or any of its servants, agents, or contractors first enter the exhibition grounds and to continue until they have vacated the exhibition grounds and all of the exhibitor’s exhibits and property have been removed.

3. **Exhibitor’s Property**. All of the Exhibitor’s property at the exhibition will be at the sole risk of the Exhibitor, and WD assumes no responsibility for any loss or damage, through any cause, of equipment, goods, or other materials owned, leased, or controlled by the Exhibitor.
4. **Copyright**. The Exhibitor will obtain necessary intellectual property rights (including consents to use) for all music, displays, graphics, and other materials used by the Exhibitor during the WD2019 Conference.
5. **Indemnity**. The Exhibitor will indemnify, defend, and hold harmless WD for all losses or claims arising from (a) any violation of any law, regulation, or ordinance by the Exhibitor, (b) any failure by the Exhibitor to comply with this Terms of Use, and (c) any gross negligence, willful misconduct, or fraud by the Exhibitor.
6. **Limitation of Liability**. The maximum liability of WD for any reason shall be limited to the amount of exhibition space fees paid by the Exhibitor to WD for the WD2019 Conference or CAD\$5,000, whichever is greater. In no event shall WD be liable for any indirect, consequential, punitive, or incidental damages, even if advised of the possibility

of such damages. WD makes no warranties or representations, express or implied, regarding the WD2019 Conference or the exhibition space.

7. **Venue and Jurisdiction**. This Terms of Use is governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein. Any action or proceeding arising out of this Terms of Use and all transactions contemplated hereby will be instituted in the courts of the Province of British Columbia, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such action or proceeding.
8. **Assignment**. The Exhibitor shall not assign any rights under this Terms of Use without the prior written permission of WD, which permission may be arbitrarily withheld.
9. **Binding Effect**. This Terms of Use shall inure to the benefit of and be binding upon Women Deliver and the Exhibitors and their respective successors and permitted assigns.
10. **Prevailing Agreement**. If there is a Sponsorship Agreement between the parties, then this Terms of Use shall not supersede or replace the Sponsorship Agreement, and in the event of any conflict between the provisions of this Terms of Use and the Sponsorship Agreement, the provisions of the Sponsorship Agreement shall prevail.

All Exhibitors agree that they have read this Terms of Use along with the WD2019 Exhibitor Manual and the Vancouver Convention Centre Operating Guidelines, and agree to be bound by the terms and conditions contained herein.