AIDS 2020 Terms & Conditions for Satellites and Exhibition

Definitions

These Terms & Conditions for Satellites and Exhibition are valid for every organization applying for a satellite symposium and/or exhibition space at the 23rd International AIDS Conference (AIDS 2020) to be held in San Francisco and Oakland, 6 – 10 July 2020 (hereinafter referred to as “the conference”).

All references to a date or a deadline, mentioned in this and other conference documents, refer to the Central European Time Zone (CET).

All references to “IAS” mentioned in this and other conference documents refer to the IAS, a District of Columbia, United States, non-profit corporation with its principal office at 1035 Market Street, Suite 400, San Francisco, CA 94103, USA, doing business in California as AIDS 2020 (IAS DBA AIDS 2020).

All references to “International AIDS Society” mentioned in this and other conference documents refer to the International AIDS Society, registered and based in Geneva, Switzerland. The International AIDS Society is the custodian of the International AIDS Conference and hosts the conference secretariat, including the AIDS 2020 Satellites and Exhibition Team.

All references to “conference organizers” mentioned in this and other conference documents refer to the current partners: International AIDS Society, the Joint UN Programme on HIV and AIDS (UNAIDS), the International Community of Women Living with HIV (ICW) and the International Council of AIDS Service Organisations (ICASO).

Third Parties

The exhibiting company or satellite organizer is ultimately responsible for payment of all charges incurred. In the event that the named third party has not paid the owed amount before the first build-up day, the charges will revert to the exhibiting company or satellite organizer and access to the space or satellite room will not be permitted until payment in full is received.

Applying for Exhibition Space

All exhibition space applications must be made through the IAS Satellites and Exhibition Tracker (ISET). The AIDS 2020 Satellites and Exhibition Team reserves the right to accept or reject any application. Organizations wishing to apply for exhibition space must follow the criteria for acceptance, which include:

- Supporting the vision and goals of the conference
- Addressing HIV and AIDS, co-infections or issues faced by individuals or organizations affected by or responding to the HIV and AIDS epidemic
- Reflecting conference policies and goals of diversity and inclusion
Organizations shall not use the facilities or permit them to be used by any employee, agent or invitee:

- For any illegal purpose;
- In conflict with any applicable law, ordinance, rule or regulation of any governmental authority;
- In any manner which could vitiate the insurance or increase the rate of insurance on the Facilities;
- In any manner which constitutes any waste beyond that of which is expected for an exhibition booth of this size or nuisance;
- In any manner which causes injury to the facilities; or
- In violation of the AIDS 2020 Exhibitor Manual and any other applicable laws and restrictions.

**Stand and floor spaces are assigned by the AIDS 2020 Satellites and Exhibition Team.**

Only Major Industry Sponsors receive the right to select their location based on set criteria. The AIDS 2020 Satellites and Exhibition Team then assigns stand and floor spaces on a first-come, first-served basis according to availability, the overall requirements for the exhibition, and the dates by which applications are received and fully paid for. Spaces will be grouped in island formations according to standard guidelines and floorplan requirements.

Only fully completed exhibition space orders will be accepted. The exhibition space order will be confirmed only upon receipt of full payment in accordance with the AIDS 2020 Terms & Conditions for Satellites and Exhibition. The AIDS 2020 Satellites and Exhibition Team reserve the right to accept or reject applications and to assign spaces as it sees fit.

Requests for changes will not be entertained.

Exhibitors purchasing “Space Only” must select their size based on the following options:

- 10 x 10 ft, 100 ft²
- 10 x 20 ft, 200 ft²
- 10 x 30 ft, 300 ft²
- 20 x 20 ft, 400 ft²
- 20 x 30 ft, 600 ft²
- 20 x 40 ft, 800 ft²
- 30 x 30 ft, 900 ft²
- Above 900 ft²

When ordering space only, exhibitors are required to provide their own booth. This includes arranging for all related items, such as: building of the booth, including materials and labour; electrical connection; cleaning and waste removal; and dismantling of the booth.

Booth packages are available in two sizes, 100 ft² and 200 ft², and in two styles, pipe & drape and shell scheme (hardwall).

If, due to an unprecedented demand, the conference reaches exhibition space capacity and is unable to accept further applications or increases to existing booth spaces, a waiting list will be initiated. In this case, the organizations requesting a space, or additional space, must register their interest with the AIDS 2020 Satellites and Exhibition Team. In the event of cancellations by existing exhibition space organizers, the AIDS 2020 Satellites and Exhibition Team will contact exhibitors on this waiting list on a first-come, first-served basis.
The AIDS 2020 Satellites and Exhibition Team has the right to revise the location and time of the exhibition, to curtail the time or to cancel the exhibition at any time. Any change in the duration of the exhibition does not entitle the exhibitor to cancel the space booking or to request a reduction of fees, or to put forward a claim for damages or costs thereby incurred.

The exhibitor is permitted to participate in the event only during the official opening times as indicated in the AIDS 2020 Exhibitor Manual, unless otherwise requested and approved by the AIDS 2020 Satellites and Exhibition Team. During exhibition hours all booths must be continually staffed. Note that each exhibitor must be registered to get access to the exhibition.

It is the exhibitor’s responsibility to advise the AIDS 2020 Satellites and Exhibition Team of problems with any orders, and to check the invoices issued for accuracy prior to the first day of the conference build-up. If the exhibitor provides a credit card for payment and charges are rejected by the credit card company for any reason, the AIDS 2020 Satellites and Exhibition Team and its suppliers reserve the right to continue attempting to secure the payment through that credit card for as long as unpaid balances remain on the exhibitor’s account. The AIDS 2020 Satellites and Exhibition Team might request the exhibitor to pay by bank transfer in case payment by credit card is rejected.

Applying for a Satellite Symposium

All satellite applications must be made through the IAS Satellites and Exhibition Tracker (ISET). The AIDS 2020 Satellites and Exhibition Team reserves the right to accept or reject any application. Organizations wishing to apply for satellites must follow the criteria for acceptance, which include:

- Supporting the vision and goals of the conference
- Addressing HIV and AIDS, co-infections or issues faced by individuals or organizations affected by or responding to the HIV and AIDS epidemic
- Reflecting conference policies and goals of diversity and inclusion

Organizations shall not use the facilities or permit them to be used by any employee, agent or invitee:

- For any illegal purpose;
- In conflict with any applicable law, ordinance, rule or regulation of any governmental authority;
- In any manner which could vitiate the insurance or increase the rate of insurance on the Facilities;
- In any manner which constitutes any waste beyond that of which is expected for a satellite of this size or nuisance;
- In any manner which causes injury to the facilities; or
- In violation of the AIDS 2020 Satellite Organizer Guide and any other applicable laws and restrictions

If the satellite symposium is accepted by the AIDS 2020 Satellites and Exhibition Team, the satellite organizer must submit a complete satellite symposium outline including presentation titles and final speaker names no later than four weeks prior to the conference. Complete instructions on how to proceed will be sent to all accepted satellite organizers.
Scheduling of all satellites is at the discretion of the AIDS 2020 Satellites and Exhibition Team. Scheduling is handled on a first-come, first-served, first-paid basis, and in line with the satellite organizers chosen time slot (90-min / 120-min, regular / prime) and requested room capacity and availability. Only Major Industry Sponsors and other defined partners and sponsors receive the right to select their satellite symposium slot.

Satellite symposium organizers will have time to set up for their satellite according to the conference programme. Session rooms must be vacated immediately after the satellite symposium. If the company or its acting agent fails to vacate the room on time, the AIDS 2020 Satellites and Exhibition Team reserves the right to remove and store or dispose of the items left in the allocated room at the company’s expense.

Anyone attending a satellite symposium must be registered to the conference in order to get access to the satellite.

**Placing Orders on ISET**

Exhibitors and satellite organizers must use ISET to order an exhibition space (space only or booth package) and/or a satellite symposium slot.

Orders placed on ISET will not be accepted until exhibitors and satellite organizers have checked the box stating that the AIDS 2020 Terms & Conditions for Satellites and Exhibition have been read and accepted. All orders placed on ISET are subject to the AIDS 2020 Terms & Conditions for Satellites and Exhibition; unpaid orders are equally subject to the Cancellation Policy fees outlined below.

The order is binding and the payment is to be processed immediately upon receipt of the invoice. Exhibition space (space only and booth packages) and satellite symposia will be confirmed upon receipt of full payment. Non-payment of the invoice within 30 days implies immediate cancellation of the order. **Exhibitors with an outstanding amount will not be entitled to set up or access their booth onsite. Satellite organizers with an outstanding amount will have their satellite cancelled.**

Any additional services (e.g. furniture, catering, hostesses, additional AV equipment, etc.) ordered through the selected AIDS 2020 suppliers will be subject to the supplier’s terms and conditions.

**Payment Conditions**

Payments have to be made in full prior to conference build-up starting and in USD only, using a credit card or by bank transfer. All bank fees and money transfer costs must be prepaid by the transmitter. Orders over USD 30,000 must be paid by bank transfer. Personal cheques, company cheques or USD cheques are not accepted.

The order will only be confirmed upon receipt of payment in full. If the full payment has not been received before the respective early fee deadline the order(s) will be charged at the standard fee.
If requested by the AIDS 2020 Satellites and Exhibition Team, a proof of payment should be provided.

No tax is applicable for exhibition space or satellite symposia orders.

In case of overpayment, refund requests must be made in writing and sent to the AIDS 2020 Satellites and Exhibition Team, by email, no later than 3 July 2020. A handling fee of USD 65 will be charged. Refunds will be processed after the conference and will be made in the same form as the original transaction. For original payments made by bank transfer, the cancellation notification must indicate a bank account to which a refund may be remitted.

**Cancellation Policy**

Notification of cancellation must be made in writing and sent to the AIDS 2020 Satellites and Exhibition Team, by email. The cancellation will not be effective until a written acknowledgement from the AIDS 2020 Satellites and Exhibition Team is received.

All orders placed on ISET are subject to the AIDS 2020 Terms & Conditions for Satellites and Exhibition; unpaid orders are equally subject to the Cancellation Policy fees outlined here.

A cancellation or a reduction of the order will follow a strict refund policy:
- 90% of the total amount, if the cancellation or reduction request is received by 30 January 2020, 24:00 CET
- 50% of the total amount, if the cancellation or reduction request is received between 31 January and 30 April 2020, 24:00 CET (Updated as of 9 March 2020)
- NO REFUND if the cancellation or reduction request is received after 30 April 2020

Credit will not be given for unattended events or early termination of attendance.

**Cancellation of the conference**

In the event that the conference cannot be held or is postponed due to events beyond the control of the IAS and the conference organizers (incl. force majeure) or due to events which are not attributable to wrongful intent or gross negligence of the IAS and the conference organizers, neither the IAS nor the conference organizers can be held liable by delegates for any damages, costs, or losses incurred, such as travel costs, accommodation costs, costs for additional orders, financial losses, etc.

Under these circumstances, the IAS reserves the right to either retain the entire amount paid and to use it for a future conference, or to reimburse the exhibitor/satellite organizer after deducting costs already incurred for the organization of the conference and which could not be recovered from third parties.

**Liability**

The IAS and the conference organizers shall be held liable in the framework of a duty of care as a respectable business according to statutory provisions. The liability of the IAS and conference organizers - for whatever legal reason - shall be limited to intent and gross negligence. The liability of commissioned service providers shall remain unaffected by this.
The exhibitor/satellite organizer shall take part in the conference at his/her own risk. Oral agreements shall not be binding if these have not been confirmed in writing by the IAS.

The IAS and the conference organizers do not accept any responsibility nor liability, in all cases and at all times, for any damage, either caused to exhibitor/satellite organizers’ property or personnel, including staff, visitors, clients, set up crews, acting agent or other third parties, as well as for the loss or theft of any belongings during the period of the conference, including build-up and dismantling.

All exhibitors are obliged to purchase and maintain their own insurance policies through the term of the AIDS 2020 conference including move-in and move-out days, against any and all risks. Proof of this insurance can be requested by the AIDS 2020 Satellites and Exhibition Team at any time. This insurance certificate may also need to be presented during the exhibitor check-in onsite. In case an exhibitor is not able to provide the required insurance certificate, permission to build up or access the exhibition space/booth will not be granted. The insurance has to cover any theft, damage to property and personnel, including set up crews, during the entire time of the exhibition, i.e. move-in, exhibition and move out days.

Exhibitors and satellite organizers shall be solely liable for any and all losses, liabilities, claims, damages and expenses (including reasonable costs of investigation and attorneys’ fees) (collectively, the “Losses”) occurring at or in the conference venue suffered by the IAS or the conference organizers and/or persons and/or property at or in the conference venue before, during, or after AIDS 2020, arising out of or related to any and all rigging from or to the physical structure of the conference venue or any fixture thereto, and all other set-up and/or alterations at or to the conference venue. Exhibitors and satellite organizers shall indemnify, defend, and hold harmless the IAS or the conference organizers from any and all losses arising out of or related to any and all rigging from or to the physical structure of the conference venue or any fixture thereto, and all other set-up and/or alterations at or to the conference venue, unless such loss is caused by the sole negligence or willful misconduct of the IAS or the conference organizers.

Should the premises be destroyed or damaged by fire or the elements or by any other cause, or if any circumstances whatsoever, including strikes, shall make it impossible for the IAS or the conference organizers to permit any satellite organizer(s) and/or exhibitor(s) to occupy the premises, the satellite organizer and/or exhibitor shall pay for the ordered satellite and/or exhibition space for the period the satellite slot and/or exhibition space was or could have been occupied by said satellite organizer and/or exhibitor. The IAS and the conference organizers are released from any kind and all claims for damage that might arise in consequence thereof.

The satellite organizer and/or exhibitor is responsible for the costs of replacing any damaged goods of any company at the event, re-establishing or renewing any part of the installations of the satellite and/or exhibition and setup in case of damage or laceration, if these are caused by him and/or his agents, contracted staff, or an employee or person hired on behalf of the satellite organizer and/or exhibitor.
Indemnification

Exhibitors and satellite organizers agree to indemnify, hold harmless and defend the IAS and the conference organizers from and against any and all liabilities, damages, actions, costs, losses, claims, and expenses (including attorneys' fees) on account of personal injury, death or damage to or loss of property arising out of or resulting, in whole, or in part, from any act, omission, negligence, fault or violation of law or ordinance of the exhibitor and/or satellite organizer or its employees, agents, subcontractors, visitors or invitees. Such indemnification by the exhibitor and/or satellite organizer shall apply unless such damage or injury results from the sole negligence, gross negligence or willful misconduct of the IAS and the conference organizers.

Waiver of Claims and Warranty

Exhibitors and satellite organizers assume full responsibility to safeguard display booths, advertising material, goods held for display or sale and all other property, owned or used by the exhibitor and/or satellite organizer. Exhibitors and satellite organizers also agree that the IAS and the conference organizers are not responsible for any charges, liability or expense caused by the malfunction or non-operation of any part of the conference venue or any equipment located at the conference venue unless resulting from any of the IAS and the conference organizers negligence or willful misconduct.

Licenses or Permits

If any governmental license or permit is required for the proper and lawful conduct of the exhibitors and/or satellite organizers business or other activity carried on, in or at the exhibition booth or satellite, or if failure to obtain such a license or permit might in any way affect the operations of the conference venue, then the exhibitor and/or satellite organizer, at its own expense, shall obtain and maintain such license or permit and submit the same to inspection by the IAS and the International AIDS Society. Exhibitors and satellite organizers, at their sole cost and expense, shall obtain and maintain such license or permit and submit the same to inspection by the IAS and International AIDS Society. Exhibitors and satellite organizers, at their sole cost and expense, shall at all times comply with the requirements of each such license or permit.

Compliance with Laws

Exhibitors and satellite organizers shall, at its own expense, promptly comply and cause its employees, agents, contractors, patrons, and invitees to promptly comply with all laws, ordinances, orders, rules, regulations and requirements of all federal, state, municipal and local governments, departments, commissions, boards and officers and to conform in all respects with the City of San Francisco Fire Department Management Plan/ City of Oakland Fire Department Management Plan for the conference venue (s) as in effect from time to time, with particular reference to such Plan's Exhibition and Satellite Guidelines.

Repair and Return of Facilities

Exhibitors and satellite organizers shall return the authorized/rented areas in the conference venue to the IAS and the International AIDS Society in the same condition as received, as well as any costs to repair or replace property at the conference venue damaged or lost during the term of AIDS 2020 including move in and move out, unless the conference venue or property
at the conference venue are damaged or lost as a result of the sole negligence, gross negligence or willful misconduct of the IAS and the International AIDS Society.

**Evacuation of Facility**

If it becomes appropriate in the judgment of the IAS and the International AIDS Society or the conference venues representatives to evacuate the premises because of a bomb threat or for other reasons of public safety, then, after such evacuation, exhibitors and satellite organizers may continue to use the premises for sufficient time to complete presentation of the event without additional fees providing such time does not interfere with other commitments of the IAS and the International AIDS Society. If it is not possible to complete presentation of the event, no refund will be possible.

**Exhibitor and Satellite Organizer’s Appointed Contractors**

Exhibitors and satellite organizers assume full responsibility for all acts or omissions of all Appointed Contractors providing services to the exhibitor and/or satellite organizer. Exhibitors and satellite organizers will assure that such Appointed Contractors will fully comply with all terms and conditions of the AIDS 2020 Terms & Conditions for Satellites and Exhibition and the AIDS 2020 Exhibitor Manual / AIDS 2020 Satellite Guide and will be financially responsible for any non-compliance by Appointed Contractors.

**Hold Harmless Agreements Pertaining to Compliance with Americans with Disabilities Act.**

Exhibitors and satellite organizers agree to comply with the requirements of the Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and all other applicable federal, state and local laws and regulations intended to provide equal accessibility for persons with disabilities (“Disabilities Laws”).

**Data protection and sharing of contact details**

The International AIDS Society will collect and store all personal data for the preparation and execution of the 23rd International AIDS Conference (AIDS 2020). Data protection is warranted in accordance with the Swiss Data Protection Act and the Tele Service Data Protection Act.

The International AIDS Society warrants that it shall at all times process personal data from Third Parties in accordance with the applicable data protection laws, including from 25 May 2018 the European General Data Protection Regulation (GDPR).

**Photo and video consent**

The International AIDS Society takes photographs and videos of the events related to the conference for use in the International AIDS Society’s news and promotional materials in print, digital, email and other media, including the International AIDS Society’s website and social media platforms such as Smug Mug. Event participants grant the International AIDS Society the right to use any image, photograph and voice in this context without compensation. All media become the property of the International AIDS Society and may be displayed, distributed or used by the International AIDS Society.
Principles and Values of Conference Participation

By attending AIDS 2020, exhibitors and satellite holders agree to comply with the Principles and Values of Conference Participation. The full policy is available on the conference website and on site at the registration counter.

Fulfillment and jurisdiction

This AIDS 2020 Terms & Conditions for Satellites and Exhibition, and the rights of the Parties hereunder shall be governed by and construed in accordance with the laws of Washington, District of Columbia, USA, without regard to choice of law rules.

Any dispute, controversy or claim arising out of, or in relation to, this Terms and Conditions for Satellites and Exhibition shall be resolved by arbitration in accordance with the Swiss Rules of International Arbitration of the Swiss Chambers’ Arbitration Institution in force on the date on which the notice of arbitration is submitted in accordance with these Rules. The number of arbitrators shall be one. The seat of the arbitration shall be Geneva. The arbitral proceedings shall be conducted in English. The arbitration shall be conducted in accordance with the provisions for Expedited Procedure.

Click here for further information on the International AIDS Society’s copyright, disclaimer and privacy policies.