



TERMS & CONDITIONS – Attendees

COVID-19 POLICY

Mari-Tech 2022 will be held compliant with current health regulations as laid out by the Federal Government of Canada, Province of Ontario, Niagara Region and the Fallsview Casino Resort. Mari-Tech 2022 requires that **all attendees be fully vaccinated (2 vaccine doses)** and participants will be required to provide proof of same during the on-site registration process.

Participants must comply with all set procedures to reduce the spread of COVID-19 while attending the Mari-Tech 2022 Conference, and must attest only to attend if:

- participant is not experiencing any symptoms of illness such as cough, shortness of breath or difficulty breathing, fever, chills, repeated shaking with chills, muscle pain, headache, sore throat, or new loss of taste or smell.
- participant does not believe to have been exposed to someone with a suspected and/or confirmed case of the COVID-19.
- participant has not been diagnosed with COVID-19, or has been cleared as non-contagious by the province or local public health authorities.
- participant is following all Ontario Public Health recommended guidelines as much as possible and limiting potential exposure to COVID-19.

CONFERENCE & EXHIBITION COMMUNICATIONS

As a registered attendee of Mari-Tech 2022, you agree to grant permission for Mari-Tech 2022 and CIMarE to send conference email communications (i.e. registration confirmations, reminder emails, important event updates, and other email communications related to the conference).

REGISTRATION CANCELLATIONS AND TRANSFERS:

Cancellations will be accepted, and a refund issued until **March 18, 2022** minus a \$100 administration fee (cancellations are not available for the Evening Event). Any cancellation is to be sent via email to lindsay@canplaninc.ca. No cancellations will be accepted as of March 19, 2022. Name substitutions must be sent via email to lindsay@canplaninc.ca, and will be accepted until **May 13, 2022**.

CONFERENCE CHANGES AND POSTPONEMENT:

CIMarE reserves the right to make alterations to the conference program, venue, and timings at any point. In the event of it being found necessary, for whatever reason, that the Conference be postponed or the dates be changed, CIMarE shall not be liable for any expenditure, damage, or loss incurred by the Registrant. If by re-arrangement or postponement the event can take place, the booking between the Registrant and the CIMarE shall remain in force and will be subject to the cancellation schedule above. For these reasons, registrants are advised against making non-refundable travel arrangements. Should you purchase non-refundable airline tickets or make non-refundable hotel reservations, you do so at your own risk.

PHOTOGRAPHY/VIDEOGRAPHY DISCLOSURE:

For promotional purposes, photos and video recordings may be taken during the Conference. As a registered attendee of Mari-Tech 2022, you agree to grant permission for Mari-Tech 2022 and CIMarE to use your likeness in a photograph or video in any and all of its publications and presentations, including website entries, without payment or any other consideration; to authorize Mari-Tech 2022 and CIMarE, to alter, copy, exhibit, publish or distribute the photograph or video for purposes of publicizing future Mari-Tech Conference programs or for any other lawful purpose; to waive the right to inspect or approve the finished product, including written or electronic copy, wherein your likeness appears; that these materials will become the property of Mari-Tech 2022. CIMarE shall not be liable for any Exhibitor's use of a photo/screenshots/video containing Registrants images or for the Exhibitor's failure to obtain consent from Registrant. **Registrants who do not wish to be filmed or recorded should advise CIMarE in writing prior to the event by emailing info@mari-techconference.ca.**

RELEASE AND WAIVER OF LIABILITY:

In the unlikely event of the Conference being canceled by CIMarE, a full refund will be made. Any liability by CIMarE will be limited to the amount of the fee paid by the Registrant and there will not be any additional liability to CIMarE, event hosts, or any other individual associated with the organization of the event.

WARRANTIES AND LIABILITY:

CIMarE gives no warranties in respect of any aspect of the Conference or any materials related thereto or offered at the Conference and, to the fullest extent possible under the laws governing this Agreement, disclaims all implied warranties, including but not limited to warranties of fitness for a particular purpose, accuracy, timeliness, and merchantability. Neither CIMarE nor its affiliates can accept any responsibility or liability for reliance by Registrant or any person on any aspect of the Conference and/or any information provided at the Conference. Views expressed by speakers, sponsors, and/or exhibitors are their own. In addition, CIMarE shall not be responsible or liable for any direct or indirect loss or damage of any sort incurred as the result of the services or information provided in connection with the event.

WEBSITE & LINKS:

The Conference and associated CIMarE websites may link to other websites and networking tools provided for the convenience of the users. The contents of these websites are maintained by their owners, for which CIMarE takes no responsibility. Neither can responsibility be taken for the contents of any website linking to this website.

GENERAL:

We reserve the right at all times to change, amend, add or remove any of the above terms without prior notice. If one or more of the conditions outlined in these Terms & Conditions should be or become invalid, the remaining conditions will continue to be valid and apply. These Terms & Conditions apply to all participants of this event, including speakers, sponsors, and exhibitors.

ADDITIONAL INFORMATION

For more information regarding Mari-Tech Terms & Conditions, please contact us at info@mari-techconference.ca. Access requests, inquiries, or complaints should be addressed in writing to:

The Canadian Institute of Marine Engineering (CIMarE)
1018 Highway 224, Elmsvale, NS., B0N 1X0
Attention: Angela Franklin



TERMS & CONDITIONS – Exhibitors/Sponsors

1. **Definitions:** "Event" means Mari-Tech 2022 Conference & Exhibition (MT22), currently scheduled to be held May 17-19, 2022 at Fallsview Casino in Niagara Falls, Ontario. "Organizer" means the Canadian Institute of Marine Engineers (CIMarE), its representatives and show organizer team, unless the context requires otherwise. "Exhibitor/Sponsor" means, collectively, (i) the company and/or individual that applied for exhibit space use and/or Sponsorship and agreed to enter into this contract upon acceptance by the Event Manager in the manner stated below and (ii) each of its and/or their officers, directors, shareholders, employees, contractors, agents, representatives and/or invitees, as applicable.

2. **Contract Acceptance:** The submission of MT22 Registration Form for exhibit space and/or sponsorship and written acceptance of the application by the Organizer constitutes a contract for the right to use exhibit space.

3. **Exhibitor/Sponsor Payment:** Upon receipt of the invoice, the Exhibitor/Sponsor shall pay in full to the Organizer.

Cheque Payments: Make all cheques payable to "Mari-Tech 2022". If the name of the exhibiting company is different than the name on the cheque, indicate the exhibiting/sponsoring company name on the cheque. Only the company name entered in this application form/agreement is considered the official Exhibitor. Mailing Address: Canadian Institute of Marine Engineering - Mari-Tech 2022, c/o Dilts Piston Hydraulics, 10 Cushman Road, St. Catharines, Ontario L2M 6S8.

Credit Card Payments: Processed through the "Pay Online" button.

4. **Assumption of Risks; Releases:** Exhibitor/Sponsor expressly assumes all risks associated with, resulting from or arising in connection with the Event, Exhibitor's/Sponsor's participation or presence at the Event, including, without limitation, all risks of theft, loss, harm, damage or injury (collectively "Loss") to or of any person (including death), property, goods, business or profits of Exhibitor/Sponsor, whether caused by negligence, intentional act, accident, act of God or otherwise. Exhibitor/Sponsor has sole responsibility for its property or any Loss to such property (whether or not stored in any courtesy storage area), including any subrogation claims by its insurer. Neither Organizer nor the Event Facility accepts responsibility, nor is a bailment created, for property delivered by or to Exhibitor/Sponsor. Neither Organizer nor the Event Facility shall be liable for, and Exhibitor/Sponsor hereby releases them from, and covenants not to sue any of them with respect to, any and all risks, losses, damages and liabilities whether described in this Section 4 or not.

5. **Indemnification:** Exhibitor/Sponsor shall indemnify, defend and hold Organizer and the Event Facility harmless from and against any and all claims, demands, suits, liabilities, damages, losses, costs, fees (including attorneys' fees) and expenses which result from or arise out of or in connection with: (a) Exhibitor's/Sponsor's participation or presence at the Event and/or Event Facility, (b) any breach by Exhibitor/Sponsor of any agreements, covenants, promises or other obligations under this contract or any other contract, arrangement or agreement; (c) any matter for which Exhibitor/Sponsor is otherwise responsible under the terms of this contract or any other contract, arrangement or agreement; (d) any violation or infringement (or claim of violation or infringement) of any law, agreement, regulation or ordinance or the rights of any party under any patent, copyright, trademark, trade secret or other proprietary right; (e) any libel, slander, defamation or similar claims resulting from the actions of

Exhibitor/Sponsor; (f) harm or injury (including death) to Exhibitor/Sponsor; and (g) loss of or damage to property or the business or profits of Exhibitor/Sponsor, whether caused by negligence, intentional act, accident, act of God, theft, mysterious disappearance or otherwise. This Section 5 shall survive the termination or expiration of this Contract.

6. Non-Disclosure:

Mari-Tech 2022 agrees that it shall not, at any time, without the express written consent of Exhibitor/Sponsor, publish, disclose or divulge advertisers' information to any person, firm, or corporation or use advertiser's information, directly or indirectly, for its own benefit or the benefit of any such person, firm or corporation.

Both parties agree that the intended use of any information, received by Mari-Tech 2022 from Exhibitor/Sponsor is for the sole purpose of marketing, publicizing, and executing advertising in/at the 2022 Mari-Tech Conference & Exhibition.

The obligations hereof shall terminate with respect to any particular portion of the Exhibitor's/Sponsor's information when Mari-Tech 2022 can document that:

- Exhibitor's/Sponsor's information was in the public domain at the time of Mari-Tech 2022 communication thereof to any third party; or
- Exhibitor's/Sponsor's information entered the public domain, through no fault of Mari-Tech 2022, subsequent to the time of Exhibitor's/Sponsor's communication thereof Mari-Tech 2022; or
- Exhibitor's/Sponsor's information was necessary to the successful production, planning and execution of 2022 Mari-Tech Conference & Exhibition. This might include, but not be limited to; names, addresses, travel information, meeting objectives, attendance numbers, etc., of employees and customers.

7. Limitation of Liability: Under no circumstances shall Organizer or the Event Facility be liable for any lost profits or any incidental, special, indirect, punitive or consequential damages whatsoever for any of their acts or omissions, whether or not the Organizer is apprised of the possibility of any such lost profits or damages. In no event shall Organizer's maximum liability exceed the amount actually paid to CIMarE, Mari-Tech 2022 by Exhibitor/Sponsor for exhibit space or sponsorship used pursuant to this contract. Organizer makes no representations or warranties, express or implied, regarding the number of persons who will attend the Event or regarding any other matters. Management may employ reputable guards during the course of the exhibition to regulate the flow of attendees at the Event, but these guards are not security guards. Neither Organizer, nor the owners or lessors of the Event Facilities, shall assume any responsibility for Exhibitor's personal or other property. As a condition of exhibiting at the Event, Exhibitor agrees to carry a minimum of \$2 million commercial liability insurance, naming CIMarE, Fallsview Casino Resort, and CanPlan Event & Conference Services Inc. as additional insured for the duration of the event(s) including move-in and move-out. Exhibitor shall insure its property against damage, loss and theft.

8. Exhibitor/Sponsor Application: The Organizer may refuse acceptance of any exhibitor/sponsor application for any or no reason. The Organizer, in its sole discretion exercisable at any time, determines whether any exhibitor is eligible to participate in the Event. Eligibility is generally limited to persons or firms that supply products and/or services in connection with the marine industry.

9. Assignment of Space: Exhibit space for all exhibitors at the Event shall be assigned or reassigned by Organizer in its sole discretion exercisable at any time. Organizer reserves the right to change the floor plan or to move an exhibitor to another exhibit space location prior to or during the Event at its sole discretion for any or no reason. Promotional activities must be confined to the contracted space. Exhibitor shall conduct itself at all times in accordance with professionalism and normal standards of decorum and good taste. Event management staff reserves the right to restrict or prohibit any contest, promotion,

lottery, or give-away that causes blocking or disturbance to other exhibits or patrons or that could be considered illegal under laws where the exhibit is held. No Exhibitor shall assign, sublet or share space allotted without prior written acknowledgement of show management staff.

10. Exclusions: The Organizer has the right to restrict or evict any Exhibitor/Sponsor that, in the opinion of the Organizer, detracts from the general character of the Event. This reservation applies to displays, printed matter, promotional materials, noise, personal conduct, and methods of operation. In the event of such restrictions or evictions, the Organizer will not be liable for any refunds or other exhibit expenses.

11. Exhibit Space Occupancy: The Organizer shall specify the hours and dates for installing, occupying and dismantling exhibits. If the Exhibitor fails to install its display in its assigned space by the Event opening hour the Organizer shall have the right to take possession of the space, terminate this contract and no refund will be due to Exhibitor.

12. Cancellation by Exhibitor/Sponsor: In the unlikely event that the exhibitor/sponsor terminates this contract, fails or refuses to provide the deliverables as outlined in this agreement or any part thereof in a timely manner, and such failure continues for a period of fifteen (15) business days after written notice from the Mari-Tech 2022 to Exhibitor/Sponsor, Mari-Tech 2022 shall terminate this agreement without further obligation, and will consider the exhibitor/sponsor to be in default of this agreement.

Both parties agree that damages to Mari-Tech 2022 would be difficult, if not impossible, to ascertain. It is agreed that a penalty for cancellation must insure against actual loss of gross revenue, the total expenses incurred less any recoverables, the necessary costs of remedial action incurred by Mari-Tech 2022 to replace the exhibitor/sponsorship and/or the cost to minimize or avoid the extent of the loss. Therefore, in the event of default by Exhibitor/Sponsor, the Exhibitor/Sponsor will be responsible to pay no less than 50% of the total sponsorship fee as a cancellation/termination/default penalty. Penalty fee must be paid within 30 (thirty) days of the date of cancellation/termination/default.

Any fee(s) already paid to, and received by Mari-Tech 2022 at the time of default shall be applied to such cancellation expenses. If cancellation/termination fee exceeds the total fee paid at the date of termination; the Exhibitor/Sponsor shall pay such additional amounts to Mari-Tech 2022 within thirty (30) days of the date of termination. If the Exhibitor/Sponsor fee paid to Mari-Tech 2022 exceeds 50% of the total Sponsorship, Mari-Tech 2022 shall return to the Exhibitor/Sponsor the difference within thirty (30) days.

In the unlikely event that Mari-Tech 2022 fails or refuses to provide the services as outlined in this agreement, or any part thereof, except by Force Majeure, and such failure continues for a period of fifteen (15) business days after written notice from Exhibitor/Sponsor to Mari-Tech 2022, Exhibitor/Sponsor may terminate this agreement without further obligation to Mari-Tech 2022.

Any fee(s) paid to Mari-Tech 2022 at the time of such default, minus actual expenses incurred by Mari-Tech 2022 toward that sponsorship shall be returned to Exhibitor/Sponsor within thirty (30) days.

Cancellation due to Travel Restrictions:

Should the Exhibitor/Sponsor organization set in place policy restricting travel (outside of a force majeure situation), and upon providing Mari-Tech 2022 organizers with a copy of said corporate policy, the following cancellation policy will apply:

90 days notice (February 17, 2022) – 50% of contract value as a cancellation fee

60 days notice (March 17, 2022) – 75% of contract value as a cancellation fee

30 days notice (April 17, 2022) – 100% of contract value as a cancellation fee

13. Cancellation by Organizer: If Exhibitor/Sponsor fails to make a payment required by this contract in a timely manner, the Organizer may terminate this contract (and Exhibitor's/Sponsor's participation in the Event) without further notice and without obligation to refund any monies previously paid. The Organizer

reserves the right to refuse Exhibitor permission to move in and set up an exhibit if Exhibitor is in arrears of any payment due to Organizer. The Organizer is expressly authorized (but has no obligation) to occupy or dispose of any space vacated or made available because of action taken under this paragraph in any manner it desires, and without releasing Exhibitor from any liability hereunder. The Organizer may also terminate this contract effective upon written notice of termination if Exhibitor/Sponsor breaches any of its obligations under this contract or any other contract or arrangement with Organizer, without any obligation on the Organizer's part to refund any payments previously made and without releasing Exhibitor/Sponsor from any liability arising as a result of or in connection with such breach. If the Organizer removes or restricts an exhibit that it considers to be objectionable or inappropriate, no refund will be due to Exhibitor.

14. Cancellation of the Event/Force Majeure: *Mari-Tech 2022* may suspend or cancel obligations under this agreement with no penalty if such obligations are delayed, prevented or rendered impractical by any of the following events to the extent that 2022 Mari-Tech Conference & Exhibition is cancelled:

Fire, flood, riot, hurricane, earthquake, tornado, pandemic, civil commotion, insurrections, acts of God, labour disputes or strikes at the event facility, war on Canadian soil, shortage of, or inability to obtain materials, supplies, utilities or equipment, and/or curtailment of transportation, which makes it inadvisable or impossible to execute *Mari-Tech 2022* Conference & Exhibition as planned and/or scheduled. In the event of any one or more of such reasons/situations, *Mari-Tech 2022*, its contractors, agents, employees and/or vendors will not be held responsible for the delay of, or failure to perform its obligations under this agreement. Further, Exhibitor/Sponsor is entitled to receive a refund of any fee (s) already paid, minus any direct expenses incurred by *Mari-Tech 2022*.

In the event that *Mari-Tech 2022* Conference & Exhibition is rescheduled, all benefits as originally agreed shall be in effect, any/all exhibition/sponsorship fee(s) already paid shall be applied to the rescheduled event.

15. Listings and Promotional Materials: By exhibiting/sponsoring at the Event, Exhibitor/Sponsor grants to Organizer a fully paid, perpetual non-exclusive license to use, display and reproduce the name, trade names and/or product names of Exhibitor/Sponsor in any directory or distribution list or material (whether in print, electronic or other media) listing organizations exhibiting/sponsoring at the Event and to use such names in Organizer promotional materials. Organizer shall not be liable for any errors in any listing or descriptions or for omitting Exhibitor/Sponsor from any directory or other lists or materials. Organizer may also take photographs of Exhibitor's booth space, exhibit, guests and personnel during, before or after the open hours of the Event and use those photographs for any promotional purpose.

16. Taxes and Licenses: Exhibitor/Sponsor shall be solely responsible for obtaining any licenses, permits or approvals under federal, provincial or local laws applicable to its activities at the Event. Exhibitor/Sponsor shall be solely responsible for obtaining any necessary tax identification numbers and permits and for paying all taxes, license fees, use fees, royalties or other fees, charges, levies or penalties that become due to any governmental authority in connection with its activities at the Event.

17. Incorporation of Rules and Regulations: Any and all matters pertaining to the Event and not specifically covered by the terms and conditions of this contract shall be subject to determination by the Organizer in its sole discretion. The Organizer may adopt rules or regulations from time to time governing such matters and may amend or revoke them at any time, upon notice to Exhibitor/Sponsor. Any rules and regulations (whether or not included in an Exhibitor/Sponsor Information Package or similar document) are an integral part of this contract and are incorporated herein by reference. Exhibitor/Sponsor shall observe and abide by additional regulations made by the Organizer as soon as these additional rules or regulations are communicated to Exhibitor/Sponsor.

18. Outside Exhibits/Hospitality Suites: Exhibitor/Sponsor is prohibited, without express advance written approval from the Organizer, from displaying products/services and/or other advertising material in areas outside its exhibit space such as, but not limited to, parking lots, hotel lobbies, lounges, corridors, sleeping rooms, etc., as well as conducting unauthorized facility tours. Exhibitor/Sponsor shall not operate

hospitality suites during hours in which the Event is open or when any Organizer-sponsored activities are being held. Exhibitor/Sponsor is prohibited from hosting hospitality functions during official Event hours.

19. Additional Terms and Conditions: The Organizer has sole control over attendance policies. Except as provided to the contrary in this contract, all monies paid by Exhibitor/Sponsor shall be deemed fully earned and non-refundable at the time of payment. In addition to its right to close an exhibit and withdraw acceptance of or terminate the contract, the Organizer in its sole judgment and discretion may refuse to consider for participation in future Event an Exhibitor/Sponsor who violates or fails to abide by the contract and any of the accompanying rules and regulations. Any amendment to this contract must be in writing and signed by an authorized representative of the Organizer. Exhibitor /Sponsor shall not assign this contract or any right or obligation hereunder.

20. Other Considerations: It is understood and agreed that no partnership or joint venture relationship is intended to be created hereby between the parties and that this agreement shall be construed in accordance with such intent.

21. Entire Agreement: This contract (including the Exhibitor/Sponsor Prospectus and any additional rules or regulations adopted by the Organizer from time to time) represents the entire agreement between the Organizer and Exhibitor/Sponsor relating to the Event and supersedes any prior written or oral understandings, agreements or representations by or between Organizer and Exhibitor/Sponsor relating to the Event.

22. Governing Law: This contract is governed by the laws of the Province of Ontario as applied to contracts entered into and entirely performed within that Province by residents of that Province. Exhibitor/Sponsor hereby submits to the exclusive jurisdiction of the courts located in the Province of Ontario, which shall constitute the exclusive forum for the resolution of any and all disputes arising out of, connected with or related to this contract or the breach of any provision of this contract. Exhibitor/Sponsor waives any right to assert lack of personal or subject matter jurisdiction and agrees that venue properly lies in Niagara Falls, Ontario.