



This document details the agreement between THE BEST YOU CORPORATION INC (the organiser) and any company, individual, partnership or organisation (exhibitor) that participates in The Best You EXPO (the exhibition). These terms and conditions apply to the exclusion of any others unless expressly agreed in writing.

## **Exhibitors Manual**

An Exhibitors Manual is provided to each exhibitor which contains detailed information on contractors, scheduled arrival and departure times, and all other operational information related to the exhibition. It is the responsibility of the exhibitor to make their own arrangements for the provision of the additional services detailed in the manual if required.

## **Exhibiting**

Booths must be staffed at all times throughout the opening hours of the exhibition. Any failure by an exhibitor to man their booth by the opening time of the Expo will be deemed as a cancellation, and the organiser will be entitled to reallocate the space without a refund.

The only food items that may be sold from the booth would be "packaged items not for consumption on-site.

Every vendor that gives samples of any items they sell must also have a "Health Permit".

## **Booth Restrictions and Aisle Integrity**

The organiser reserves the right to restrict exhibits due to noise, smoke, method of operation, or for any reason that becomes objectionable. The organiser shall prohibit or immediately evict any exhibit, which in the opinion of the expo management may detract from the general character of the expo. This includes persons, things, conduct, printed matter, or anything the organiser judges to be objectionable. Surveys of any type other than those approved in advance by the organiser are strictly prohibited. In the event of such restrictions or evictions, the organiser shall not be liable for any refunds, assessments or any other expenses.



All Exhibitor products and display materials must be confined to the actual limits of the assigned space. Due to fire regulations, no displays or any part of a display may extend into the aisles or other Exhibitor display areas. There will be no merchandise, flyers or posters shown or distributed outside the assigned space. If an Exhibitor is found working outside of the assigned Space, the Exhibitor and the entire display will be removed from the expo grounds.

Exhibitors are responsible for any damage caused to the fabric of the exhibition hall by their activities while participating in the exhibition.

Exhibitors must not block the front of neighbouring booths with their displays nor arrange their booths in such a manner as to cause the public to block the aisle in front of it or any adjacent booths and the management company reserves the right to remove any material without notice.

### **Marketing**

Where agreed by completion of the Marketing Terms and indicated in the Order Form, the Exhibitor and/or speakers shall comply with the terms of the Marketing Terms.

Failure by Exhibitors and/or speakers to comply with the Marketing Terms may result in, at the organiser's option (i) cancellation of a speaking slot or booked booths ; and/or (ii) the organiser terminating the contract without refunding any deposits or payments made in respect of the contract and any further payments due under the contract will still be due and payable; and/or (iii) where a discount or complimentary rate has been offered, being liable to pay the full standard price charged for the relevant package ordered.

The Marketing Terms do not apply when it is indicated on the Order Form that they are not applicable.



## **Entitlements**

The booth's cost includes floor space, 1/2 8' back drape and 3' side rails booths construction and exhibitor passes for staff (as detailed in the exhibitors manual). Programme listings are subject to booking booths prior to the copy deadline.

The cost specifically excludes electricity supplies, furniture, telephone, car parking and insurance, and any other additional services as may be required by individual exhibitors.

The boundaries of the booths are delineated by the shell scheme construction and do not include any aisle space whatsoever.

Displays must not be placed anywhere other than within the perimeter of the booths. Canvassing of visitors is not permitted beyond the perimeter of each exhibitor's booth such as in the aisles or entrance hall.

## **Alterations to Bookings**

In the event that an exhibitor wishes to alter the listed goods and services between the time of booking and the exhibition itself, they must notify the organiser in writing. Permission to display additional goods and services may be given at the sole discretion of the organiser.

Should an exhibitor wish to alter the size or location from that listed on the application form the change(s) must be agreed upon in writing with the organiser.

If an exhibitor wishes to decrease the size of the booths, the organiser, at its discretion, will reduce the size where possible; however, the exhibitor will still be contractually obliged to pay the original booth price, as stated on the original signed contract.

Under no circumstances must a booth be sublet, shared or transferred without the prior consent of the organiser. All requests must be made in writing via recorded delivery. The exhibitor is still liable for the full price of the booth to be paid to The Best You Corporations Ltd. The exhibitor is responsible for collecting any owed money from companies who sublet, share or transfer to/on their booths.



## **Cancellation**

Upon acceptance of the signed contract, the exhibitor agrees to adhere to the schedule of payments as itemised on the application form and the subsequent invoice. In the event of cancellation by an exhibitor accepts that all funds are not refundable.

In the event of non-compliance with the agreed-upon schedule of payments, the organizer may cancel the booking, relocate the vendor to a different position in the expo, or alter the size of the booth. All payments are non-refundable

Cancel the booking without return of deposits and/or Relocate the booths to another position and/or Alter the size of the booths.. In the event of postponement or abandonment by the organiser, all funds can be transferable to a new event and the exhibitor shall not have any claim against the organiser. Any failure to settle a dispute related to these terms and conditions will be resolved in a court of law.

## **Booking**

The submitted contract becomes legally binding when the organiser acknowledges.

Receipt of a completed contract with deposit at which time the vendor will receive an invoice for the balance with a due date.

The invoice will also detail the schedule of payments due.

The contract must state clearly the nature of all goods and services to be promoted at the exhibition. Only those goods and services entered on the application form may be displayed.

The organiser reserves the right to decline an application to exhibit if, in their opinion, it is deemed unsuitable for the exhibition.

No Exhibitor shall be permitted to subcontract assigned space. Only one company per exhibit space contract will be permitted to lease space.



## **The Event(s)**

The Best You EXPO

Live Dates: 3rd, 4th & 5th March 2023

Venue: LA Convention Center (LACC)

Public Opening Times

Set up times:

**Thursday, March 2 - 8 am - 9 pm**

**Event times- Friday, March 3- 10 am - 6 pm**

**Saturday, March 4- 10 am - 6 pm**

**Sunday, March 5- 10 am to 6pm**

The Best You Awards & Gala Dinner

Live Date: TBC

Venue: TBC

Ticketed Opening Times: TBC

## **Insurance**

Public liability insurance is a requirement of this exhibition. The level of cover required is determined by the requirements of the exhibition hall owners and is detailed in the Exhibitors Manual for each Exhibition. The organiser, exhibition hall owners and management, official contractors and local authority cannot accept any liability for any loss or damage sustained from any cause whatsoever.

Certificate of Insurance is required from all vendors and should list as additionally insured "..... (put the correct name of your corporation here), its staff, management, and employees; Ultimate Events, Inc. and its staff, management, and employees.

The organiser accepts no responsibility for the failure of any exhibitor to arrange the required insurance coverage.

## **Security**

Exhibitors wishing additional security, beyond security supplied by the organiser must obtain and pay for this security at their own expense. Exhibitors are responsible for their property; the exhibit facility; and service contractors hired by the organiser; do not accept any responsibility for loss or theft.

## **Health and Safety**

Details of the organiser's allocated contractors are given in the Exhibitors Manual. Any other contractors employed on site for the purposes of booth construction or connection of utilities must gain the permission of the organiser and in turn the venue.

Set-up and breakdown of exhibition booths must only take place during the allocated times as given in the Exhibitors Manual. Exhibitors are not permitted to set up or dismantle booth displays or move merchandise within the hall while it is open to the public. Specifically, exhibitors must not commence breakdown at the end of an exhibition before the public has vacated the hall.

Children under 16 are not permitted to be in the hall during build-up or break-down. The presence of such children would negate the insurance cover of all parties present in the hall at the time and must be absolutely avoided.

Exhibitors must not cause any aisle or emergency exit to be blocked in any way by their goods, displays or staff. In case of any dispute, the decision of the duty fire officer is final.

Exhibitors must not bring explosives, or dangerous or harmful substances into the exhibition. No naked flames, fireworks etc are allowed, and any item or device deemed unsafe by the duty fire officer will be removed by the organisers or the fire officer.

Exhibitors must seek the permission of the exhibition hall (via the organiser) should they wish to bring any animal into the exhibition.



While onsite the designated Health & Safety officer has the final say on any issues of Health and Safety, all exhibitors must adhere to their guidance in the exhibitors manual.

### **Photograph**

All images of participants taken by the official Exhibition photographer remain the property of the organiser, and the organiser reserves the right to use such images to promote future Exhibitions.

Exhibitors may not take photographs/video footage without the written consent of the organiser. Photos are taken by an authorized person(s) during show hours for the purpose of advertisements and show programs. By participating in these events, the exhibitor agrees to photograph of an exhibit booth and all items and persons within exhibiting booth.

### **Badges / Passes**

Exhibitor badges are issued by The Best You for the use of exhibitors and their staff. These must be completed with the name of the individual and the booth number.

### **Code of Conduct**

Whilst participating in the exhibition, exhibitors must not conduct their business in a manner that could bring the reputation or integrity of The Best You EXPO into disrepute. The organiser reserves the right to stop or remove any act, display item or person deemed to be inappropriate or to be detrimental to its interests.

Exhibitors are responsible for any waste material left behind at the end of the exhibition. Any costs incurred by the venue in the specific disposal of such materials will be passed on to the exhibitor.

Vendors are expected to conduct business in an appropriate manner and dress. Use of inappropriate language, behaviour, or dress is not acceptable and will be addressed accordingly



## **Misc**

It is the desire of the Organizer to create a positive experience for all involved. Should a situation arise that requires the attention of show management, please reach out to us immediately. Please be aware that situations occasionally arise that require the relocation of a vendor or speaker. Should this happen, the Organizer reserves the right to facilitate the move. The Organizer will attempt to relocate the displaced vendor to a comparable location and size.

The agreement is onerous upon the organiser to provide the exhibitor with an amount of space and shell scheme within the exhibition. However, the organiser reserves the right to change the position or number of that booth space within the exhibition.

In the case of any breach of contract, the organiser reserves the right to remove items or people from the exhibition and/or revoke the contract without prejudice to the right to recover any monies owed to the organiser.

## **Disclaimer**

Information is given by the organiser in good faith and to the best of their knowledge. Any subsequent changes cannot be taken as cause to cancel the booking, likewise, no omission or error on the part of the organiser can be held against them.

The organiser reserves the right to alter the overall layout of the exhibition if necessary, which in turn may affect the location and dimensions of individual booths. In the event that a re-allocation of booths space is necessary for any reason, the organiser will undertake as far as possible to allocate the closest equivalent booth.

## **Online Viewing -**

The purchase of an Online Viewing entitles the client to view this online video for a maximum of 10 viewings within a 3-month period. Partial viewing will count as a full viewing. It is the client's responsibility to ensure their download Internet connection speed is sufficient to stream the video. We recommend a connection of at least





2MB/s to optimise the viewing experience. The viewing is strictly restricted to a maximum of three IP addresses. Please ensure your system meets the minimum requirements:

Minimum Desktop / Laptop requirements to watch Online Viewings

Microsoft Windows Mac OS  
Processor Intel Pentium 4 2.33GHz,  
Athlon 64 2800+  
(or equivalent) Intel Core™ Duo 1.66GHz  
Memory 128MB RAM 256MB RAM  
Graphics Memory 128MB 128MB

Minimum Operating System and browser requirements to watch Online Viewings on a PC

Windows Platform Windows Browsers  
Windows 7, Microsoft® Windows Vista®, or Microsoft Windows XP Internet  
Explorer 7, Firefox 6, Chrome 13

Minimum Operating System and browser requirements to watch Online Viewings on a MAC

MAC Platform MAC Browsers  
Mac OS X v10.5 (Intel) Safari 5.0, Firefox 6, Chrome 13

Due to the nature of of the digital online content under NO circumstances refunds are offered.

### **Waiver Section**

By way of information, all guests, vendors and speakers will be required to sign a Waiver, stating the following,-acceptance is at our sole discretion and we reserve the right to refuse admission to anyone without prejudice for any reason whatsoever. Please be aware that some workshops/seminars/performers may use some adult language. Organizers are not responsible for the content of presentations.



There is no audio or video recording/taping allowed. All performances are protected under international copyright law. **THE BEST YOU CORPORATION INC** reserve the right to use any recordings for Marketing and Website purposes only.

By attending a seminar the delegate/assistant consents to photography, audio recording, video recording its/their release, publication, exhibition, or reproduction to be used for news, webcasts, promotional purposes, telecasts, advertising and inclusion on websites.

You release The Best You, its officers, employees, and any persons involved from any liability connected with the taking, recording, digitizing, or publication of interviews, photographs, computer images, video and/or sound recordings.

By entering the event/expo premises, you waive all rights you may have to any claims for payment or royalties in connection with any exhibition, streaming, webcasting, televising, or other publication of these materials, regardless of the purpose or sponsoring of such exhibiting, broadcasting, webcasting, or other publication.

## **General Terms and Conditions**

### **OWNERSHIP AND QUALITY OF INFORMATION**

Legal and beneficial title to all intellectual property rights existing in any documentation, data, know-how, methods and concepts, used or developed by us in providing the services, shall, as between you and us, belong to and remain vested in us.

All conditions or warranties (whether expressed or implied by statute or common law or arising from conduct or a previous course of dealing or trade custom or usage or otherwise) as to the quality of the session materials we supply or their fitness for a particular purpose (even if that purpose is made known expressly or by implication to us) are expressly excluded.

### **DATA**

All personal data provided to us will be used in accordance with data protection laws and our privacy policy.



## **OUR PROMISE**

We will use all reasonable care and skill in providing the services you order under this agreement, but we do not guarantee any results of the services. Any decision you make having received any of our services is your own and you remain wholly responsible for any decisions and actions you take.

## **GENERAL ISSUES**

This agreement is the entire agreement between us and it supersedes any previous agreement between us relating to any services we provide unless otherwise agreed in writing by us both.

We both agree that by entering into this agreement, neither of us has relied on, and is not able to have any remedy, for any statement, promise, representation or understanding (whether it is made negligently or innocently) or any person other than what is expressly promised in this agreement.

The only remedy available for breach of the promises in this agreement is for breach of contract. Nothing in this paragraph attempts to limit or exclude any liability for fraud.

No failure or delay in enforcing any of our rights under this agreement will prejudice or restrict those rights. If we waive our rights to require you to comply with this agreement it will not operate as a waiver or any further exercise of the right and a waiver of any breach will not operate as a waiver of any subsequent breach.

We both agree that each provision of this agreement is severable and distinct from any other. If any part of this agreement is found to be illegal, invalid or unenforceable in whole or in part, we both agree that the legality, validity and enforceability of the remainder of the agreement is not affected.

No terms of this agreement are intended for the benefit of any third party, except where expressly stated in this agreement, and we both agree that it is not intended that the term of this agreement should be enforceable by a third party under the Contracts (Rights of Third Parties) Act 1999.



If you choose to make an order, these terms and conditions only apply to that order and not to any future orders. Bookings are subject to the terms and conditions. Bookings cannot be confirmed until full payment has been received. All requests for cancellations and transfers must be confirmed in writing.

## **Privacy Policy**

The Best You takes your privacy seriously. In general, we use the personal information that we collect from you to identify personal preferences and match your needs with relevant products and process any orders that you may make through our website, our referral partners and our affiliates.

Note: This policy only applies to websites hosted at [www.thebestyou.co](http://www.thebestyou.co), [www.thebestyouexpo.com](http://www.thebestyouexpo.com), [www.thebestyouawards.com](http://www.thebestyouawards.com) and comprising part of the services by The Best You Corporation and our affiliates, not to the companies, individuals, organisations or other websites to which there are links.

## **Consent**

Your use of this website signifies your consent to us collecting and using personal information about you as specified below in accordance with this Policy. Should we choose to change our Policy for any reason, the changes will be posted here so that you are always kept informed of how we collect and use your personal information, and when we may disclose it.

If you are a registered member of The Best You ([www.thebestyou.co](http://www.thebestyou.co), [www.thebestyouexpo.com](http://www.thebestyouexpo.com), [www.thebestyouawards.com](http://www.thebestyouawards.com)) member this policy will be applied subject to any particular limitations or choices you made as part of the membership application procedure.

## **How do we collect information about you and how is it used?**

You may provide personal information when communicating with us.

You may order a product or a service and give your name, email address, delivery address, credit or debit card number and expiry date so that the order can be



processed and your products (or services where appropriate) delivered to you. Sometimes you may be asked for your telephone number.

If you enter a competition or promotion we will ask for your name, address and email address.

We will collect information about your tastes and preferences both when you tell us what these are and by analysis of customer traffic, including by using cookies

It may be that some of the personal information you give us (for instance about your lifestyle or health) is sensitive personal data within the meaning of the Data Protection Act 1998. Any such information (“sensitive information”) will only be dealt with as described below.

It may be that you provide us with details of credit or debit cards or bank accounts in order to make payments to us. Any such information (“confidential financial information”) will be dealt with as described below.

We may use personal information collected about you to personalise your visits to our website and recommend affiliate goods, services or companies to you. We also use the information to help us develop the design and layout of our website to ensure that our sites are as useful and enjoyable as possible.

We may use personal information collected about you to let you know about functionality changes to our website or changes to our terms and conditions of use.

Sometimes we or our affiliated companies\* might use the personal information collected about you to let you know about new goods, services or offers that you might find interesting. If you do not wish to receive this information, please send an email to [info@thebestyou.co](mailto:info@thebestyou.co)

With the exception of sensitive information and confidential financial information, your personal information may also be sold, traded or licensed to third parties (including third parties who may be located outside the European Economic Area) in order to enable them to send you details that they think will interest you.

By submitting your personal information to us you consent to this transfer.



If you do not wish to receive this information, please send an email to [info@thebestyou.co](mailto:info@thebestyou.co)

### **Traffic data**

We may provide aggregate statistics about our sales, customers, traffic patterns and other site information to third parties, but these statistics will not include any information that could personally identify you.

### **Other disclosures**

The Best You reserves the right to access and disclose individually identifiable information to comply with applicable laws and lawful government requests, to operate its systems properly or to protect itself or its users.

### **How do we protect your information?**

The Best You has strict security procedures covering the storage and disclosure of your information in order to prevent unauthorised access and comply with the Data Protection Act 1998. This means that sometimes we may ask you for proof of identity before disclosing any personal information to you.

The Best You does not store or capture any of your card or payment details on our website.

### **Cookies**

A cookie is a piece of information that is stored on your computer's hard drive by your web browser. On revisiting this site our computer server will recognise the cookie, giving us information about your last visit. Most browsers accept cookies automatically, but usually, you can alter the settings of your browser to prevent automatic acceptance. If you choose not to receive cookies, you may still use many features of our website.



## **Customer feedback and complaints**

We welcome your questions and comments about privacy issues and the design of our website. Should you have such comments or have a complaint about how we are using your personal data, please send an email to [info@thebestyou.co](mailto:info@thebestyou.co)