

2023 Suite Terms and Agreement

2023 Access LIVE | Gaylord Palms | Orlando, FL | April 2-5, 2023



Wine & Spirits Wholesalers of America's Access Live is a trade show owned by Wine & Spirits Wholesalers of America, Inc. ("WSWA") that provides opportunities for businesses to market their products and services to the wine and spirits wholesale industry.

VENUE

Access Live will be held April 2-5, 2023 at Gaylord Palms Resort, 6000 W Osceola Pkwy, Kissimmee, FL 34746 (the "Hotel"). The official exposition service contractor is Shepard.

SUITE REQUEST FORM

These terms and agreement apply to both the applicant company, as well as any individual(s) attending Access Live representing that company (collectively, "Suite Holder").

WSWA may reject or revoke any application if, in WSWA's sole judgment, the applicant is not eligible to exhibit or the product(s) or service(s) is not appropriate for Access Live. WSWA shall charge Suite Holders the fees for their respective suites. Once suite assignments have been designated, WSWA will charge the credit card listed, the amount due as submitted on the suite request form. Suite Holders can also submit a check to WSWA for the amount due by the published deadlines.

Receipt of the completed suite application after February 17, 2023 may result in being excluded from the WSWA Digital Exhibitor Listing.

HOSPITALITY SUITE ASSIGNMENTS

Space assignments are based on applicant's preference, as well as other factors including:

- Associate Membership status of the applicant;
- Date at which hospitality suite request was received;
- Number of years as a WSWA convention participant;
- Suite assignments (type and size) the applicant has received at past WSWA events;
- Sponsorship level (if applicable);
- Number of personnel the applicant registers to attend Access Live;
- Food service, décor, and activities planned in the suite.

Due to the number of similar products and services that may be promoted at Access Live, WSWA does not guarantee that Suite Holder will not be located near or next to other Suite Holders promoting competing products or services.

HOSPITALITY SUITE RESTRICTIONS

WSWA may prohibit or close a suite that WSWA, in its sole discretion, believes is not appropriate to Access Live. Such inappropriate suites may include without limitation, exhibits that may be found to be offensive, indecent, distasteful, disruptive, odorous, or otherwise unsuitable. Further, WSWA may exclude from future Access Live events any Suite Holder who violates these terms.

NO SUBLETTING SPACE

Suite Holder shall not assign, sublet, or apportion all or any part of the Suite occupied, or have representatives, equipment, or materials from any entity other than its own company in the suite.

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CANCELLATION OF SUITES

All suite cancellations must be made in writing and submitted to the WSWA Meetings and Conventions department via email to Nicole@wswa.org. Suite Holders will receive a one hundred percent (100%) refund, less fifty dollars (\$50) processing fee if WSWA receives notice of cancellation by Friday, December 16, 2022. Suite Holders will be charged fifty percent (50%) of the suite fee for the entire length of the stay requested on the suite request form if the cancellation notice is received between December 16, 2022 – February 17, 2023. If the cancellation notice is received after February 17, 2023, Suite Holders will be charged one hundred percent (100%) of the suite fee for the entire length of stay.

REGISTRATION WITH THE FDA

All importers of alcohol products are required to register with the U.S. Food and Drug Administration (the "FDA") under the Public Health Security and Bioterrorism Preparedness and Response Act of 2002 (the "Bioterrorism Act"). In addition to the registration, the Bioterrorism Act requires that the FDA be provided prior notice of shipments of products being imported into the United States. Prior notice must be received and confirmed electronically by the FDA before the Bureau of Customs will clear products. For more information and to register please visit: <https://www.fda.gov/food/guidanceregulation/importsexports/importing/ucm2006836.htm> or call (866) 521-2297. Information can also be found under the Customs section of the Exhibitor Service Manual. International exhibitors MUST provide proof of prior notice registration before shipping product through WSWA's preferred customs broker. Please refer to the Exhibitor Service Manual for further details.

SHIPPING AND PRODUCT HANDLING

Suite Holder understands that all expenses for the shipping and handling of its display, products, and promotional materials and all other costs are incidental to the operation of the display and suite. These extra expenses are not part of the suite fee and are to be paid by Suite Holder. Shipment of displays and exhibit materials arriving before the first setup day must be sent to Shepard and must arrive pre-paid. Suite Holder is prohibited from shipping materials directly to the Hotel. WSWA prohibits distribution and/or sampling of any product outside of the assigned suite. WSWA retains the right to enforce such prohibition by requesting the exhibitor to move back into their suite or in the case of repeated infractions the offender(s) and/or the offending company may be removed from Access Live. No refunds for registrations of suite fees will be issued under the enforcement of this policy.

TRANSPORTED ALCOHOL PRODUCT

All alcohol transported into the State of Florida for the purposes of Access Live shall be lawfully delivered to the Hotel. Per Florida state laws, all alcohol products related to this trade show and coming into the state must go through a Florida-licensed wholesaler. Any package directly shipped to the Hotel that is suspected of containing alcohol will be subject to possible search, seizure, and destruction if WSWA suspects that alcohol was transported in violation of Florida law, and you give permission for WSWA to open, search, seize, and destroy any such packages.

HOSPITALITY SUITE SET-UP

If Suite Holder opens its suite to Access Live attendees, the suite must be set and ready for opening by 9:00 am on Monday, April 3, 2023. Suite Holder is expressly prohibited from opening its suite prior to this date and time.

Any Suite not checked-in by 9:00 am on Monday, April 3, 2023, for which no alternative arrangements have been made with WSWA, may be reassigned by WSWA without obligation on the part of WSWA to provide any refund whatsoever.

Suite Holder agrees and shall comply with all the terms and conditions of the Hotel concerning Suite Holder's transportation, installation, use, and dismantling of the suite. This includes the prohibition of

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taping, stapling, nailing, tacking, or otherwise affixing posters, sign, banners, or other display items to walls, doors, or surfaces of the suite that may cause any damage to walls or other surfaces. Suite Holder understands and agrees that any damage done is the responsibility of Suite Holder and not WSWA. Further, Suite Holder agrees to indemnify WSWA and its officers, directors, members, employees, and agents for any and all expenses relating to such damage.

HOSPITALITY SUITE TEAR DOWN

Suite Holder shall not dismantle its display or begin to tear down the suite before the close of Access Live at 5:00 pm on Tuesday, April 4, 2023, without prior written approval from WSWA's VP, Meetings and Conventions or Manager, Sales and Business Development. WSWA, Shepard, and the Hotel are not responsible for any materials or product left in the suite.

HOSPITALITY SUITE SIGNS

WSWA shall provide and set up one sign identifying each suite.

Suite Holders may display one (1) pop-up banner not to exceed 4' wide by 8' tall, directly outside of their suite. Placement of this banner must comply with all regulations. You agree that WSWA has the right to move, confiscate and/or destroy any promotional materials that are inappropriately placed. Additional display of brands or branded materials may be allowed as a sponsorship opportunity. For more information contact Nicole@wswa.org.

PROMOTIONAL ITEMS

WSWA prohibits distribution and/or sampling of (and you agree that you will not offer) any product(s) outside of your assigned suite space. WSWA can confiscate and/or destroy any products and/or materials that do not comply with this Agreement. Suite Holder and all related entities are prohibited from distributing or permitting to be distributed any advertising pieces, literature, souvenirs, or promotional material in or around the exhibit areas or anywhere in the Hotel except from their own allotted suite.

PHOTOGRAPHY AND VIDEO RECORDING

Suite Holder agrees that WSWA, including its employees and consultants (such as WSWA-hired photographers) may take photographs and/or record audio and/or video of Suite Holder, anyone acting on Suite Holder's behalf, and Suite Holder's employees, hires, display, products, and services during exhibit hours and at any events during Access Live.

Any photograph or audio/video recording will be (collectively) referred to as the "Footage." Suite Holder agrees that WSWA and its consultants will have a perpetual, irrevocable license to retain, reproduce, use, alter, display, and distribute the Footage (including Suite Holder's trademarks displayed therein) in WSWA-related communications (including, without limitation, WSWA's web sites, marketing pieces and social media outreach). Suite Holder further agrees that no compensation will be paid to Suite Holder by WSWA with regards to the Footage.

FOOD AND BEVERAGE SERVICE

Suite Holder is not permitted to bring outside food into the suite but may provide food service by arrangement with the Hotel.

SUITE HOLDER LISTINGS

Suite Holder grants to WSWA a perpetual, non-exclusive license to use, reproduce, and display its name(s), trade name(s), and the name(s) of its product(s) or service(s) in any directory or WSWA publication in any media, including, without limitation, print and electronic media.

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NO ENDORSEMENT BY WSWA AND PARTICIPANTS

The exhibiting of services, products, and/or equipment at Access Live does not constitute an endorsement by WSWA, its members, or Access Live sponsors or attendees. Suite Holder is not permitted to and will not represent in any manner that its goods or services have been endorsed by WSWA, its members, or Access Live sponsors or attendees.

DO NO HARM

Suite Holder agrees to not engage in any conduct or take any action that is illegal or intended to reflect negatively on or harm the reputation or business interests of WSWA or its members. Suite Holder further agrees not to harm, disturb, disrupt, or otherwise interfere with WSWA's operations, including Access Live. Suite Holder shall immediately notify WSWA of any knowledge of or reasonable suspicion of violation of this provision by any exhibitor, attendee, or other entity.

ADHERANCE TO WSWA POLICIES/RULES/CONDITIONS

As part of these terms and agreement, Exhibitor agrees to adhere to the guidelines found in Shepard's Exhibitors Service Manual, as well as all applicable WSWA policies, rules, and conditions whether published online, in printed materials, or otherwise provided, including, but not limited to, WSWA's Health and Safety Policy and Privacy Policy.

RELEASE

In consideration of the opportunity to participate in Access Live, you and the company you represent agree to FOREVER RELEASE, WAIVE, AND HOLD HARMLESS WSWA and/or its members, officers, employees, and agents from any and all liability, injury, damage, loss, or expense that may arise, directly or indirectly, now or in the future, regardless of whether caused by fault on the part of WSWA, in connection with your attendance at a WSWA-hosted in-person event. You understand this release and waiver is intended to be as broad and inclusive as is permitted by law, and that if any portion of this release and waiver is held invalid, the remainder will continue in full legal force and effect. This release and waiver shall extend to and be binding upon you and your estate, heirs, executors, administrators, and personal representatives.

NO CONFLICTING EVENTS/ACTIVITIES

During April 2-5, 2023, Suite Holder agrees to not independently (i) sponsor or host an event or (ii) engage in marketing/promotional activities within seven (7) miles of the Hotel without the prior written approval of WSWA, which shall not be unreasonably withheld.

WSWA will have a limited amount of meeting space available at the Hotel for such events/activities.

FIRE REGULATIONS

Suite Holder must conform to all standard fire codes of the host city. Suite Holder shall not allow its display to block the view of or impede access to fire exits, fire alarm boxes, fire hose cabinets, fire extinguishers, or other safety equipment. No gasoline, kerosene, acetylene, or other flammable or explosive substance is permitted in the Hotel. All decorative fabrics must be flame proofed in accordance with applicable fire regulations.

AMERICANS WITH DISABILITIES ACT REQUIREMENTS

Suite Holder agrees to comply with applicable requirements of the Americans with Disabilities Act and its regulations and guidelines (collectively, the "ADA") and agrees to indemnify, defend, and hold harmless WSWA and its officers, directors, members, employees, and agents from and against all claims that may be brought against Suite Holder on the basis of Suite Holder's noncompliance with the ADA requirements. All of Suite Holder's personnel who may need special assistance or auxiliary aids pursuant to the ADA should contact WSWA as soon as possible.

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NO UNDERAGE ACCESS

Due to the nature of the products exhibited at Access Live, Suite Holder shall not admit anyone, including models, under the age of twenty-one (21) into its suite at any time.

PENALTY

WSWA has the right to confiscate the convention credentials of - or remove - the offender(s) and/or offending company for violating any of these terms and conditions.

NO MISUSE OF BADGES

Any misuse of WSWA Access Live badges is prohibited. Forms of misuse include (without limitation): allowing someone else to use your badge, counterfeit badges, copying or tampering with a badge, etc. WSWA may confiscate any badges that WSWA suspects is violating this policy.

LIABILITY

Suite Holder assumes entire responsibility and agrees to protect, defend, indemnify and hold the Hotel; WSWA; and each of their respective parents, subsidiaries, affiliates, employees, officers, directors, representatives, members, and agents harmless against all claims, losses, damages to persons or property, governmental charges, or fines and attorneys' fees arising out of or caused by Suite Holder's installation, removal, maintenance, occupancy, or use of its display and the suite, excluding any such liability caused by the sole gross negligence of the Hotel and its employees and agents.

Suite Holder acknowledges that neither the Hotel, nor WSWA maintain insurance covering Suite Holder's property and that it is the sole responsibility of Suite Holder to obtain business interruption and property damage insurance insuring any losses by Suite Holder.

In holding Access Live, WSWA does not act as agent of Suite Holder, the Hotel, Shepard, or any other party.

INABILITY TO HOST SUITE DUE TO CANCELLATION OR INTERRUPTION

WSWA shall not be liable to Suite Holder for failure to perform its obligations under these terms if performance of WSWA's obligations is prevented or substantially impaired by acts of God; acts, regulations or orders of government authority; fire; flood or any other weather disaster; epidemic or pandemic; explosions; war; disorder; transportation impairment; civil disaster; terrorism; utilities failure; or other emergencies, any of which make it illegal, impractical, or impossible to provide the Hotel facilities or services for Access Live by the Hotel or WSWA, or which would prevent or make it impractical for the majority of registered attendees from traveling to Access Live by air on the dates specified.

ARBITRATION

WSWA and Suite Holder shall attempt in good faith to resolve any controversy or claim by negotiation or mediation. If they are unable to do so, the controversy(ies) or claim(s) whether arising under these rules and regulations or otherwise (collectively "Disputes"), shall be resolved by arbitration. All Disputes for arbitration shall be presented to the American Arbitration Association ("AAA") in accordance with the then-current Commercial rules and the law of the District of Columbia, without regard to conflict of law principles. Arbitration shall be binding and shall afford the parties the same options for damage awards as would be available in court. WSWA and Suite Holder shall allow discovery, and all discovery disputes shall be decided exclusively by arbitration. Any damages shall be awarded only in accordance with applicable law. The parties shall share equally in all fees and expenses of arbitration. Each party, however, shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence. In connection with any action seeking to collect monies awarded through the arbitration process, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

In any such arbitration proceeding or action seeking to collect monies awarded through the arbitration process, WSWA and Suite Holder consent to venue and jurisdiction in the District of Columbia.

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ENTIRE AGREEMENT

The Suite Terms and Agreement and housing forms and these terms represent the entire agreement (“Agreement”) between Suite Holder and WSWA, and there are no other agreements, understandings, representation, or warranties. Any modification of this Agreement must be agreed to in writing by both Suite Holder and WSWA. This Agreement cannot be assigned or otherwise transferred by Suite Holder, unless permission is granted in writing by WSWA. The rights of WSWA under this Agreement shall not be deemed waived except as specifically stated in writing signed by an authorized officer of WSWA.

WAIVER

A waiver or consent given by WSWA on any one occasion shall be effective only in that instance and shall not be construed as a bar or waiver of any right on any other occasion.

SEVERABILITY

The invalidity or unenforceability of any provision of this Agreement shall not affect or limit the validity and enforceability of any other provision, which shall continue in full force.