# CYTO 2027- 40th Congress of the International Society for Advancement of Cytometry

*Exhibitor Terms and Conditions*

## I. APPLICATION, PAYMENTS, CANCELLATION

**Application.** This application executed by an individual who has authority to act for the applicant (Exhibitor) shall constitute a valid and binding contract with the International Society for the Advancement of Cytometry (ISAC). Exhibits must be of an educational character and relevant to the registrants' scientific and professional interests. ISAC reserves the right, at its sole discretion, to accept or deny applications for exhibit space and to allocate space among exhibitors. By applying for exhibit space, an exhibitor agrees to adhere to all conditions and regulations outlined within this website. Conformity with these Terms and Conditions for this Congress will be monitored by Exhibit Management.

**Payments/Cancellations.** Except as provided to the contrary in this contract, all monies paid by Exhibitor/Sponsor shall be deemed full earned and non-refundable at the time of payment.

**Exhibit Fees.** The cost for exhibit space is dependent on the sponsorship level, booth type, and booth amenities. Exhibitor must be fully paid on all money owed to ISAC.

**Payment Schedule.** Payments may be made by credit card or check. Checks must be made payable to ISAC and mailed to 700 Pennsylvania Ave. SE, Washington, DC 20003. USA. Unless otherwise agreed upon by ISAC, in its sole discretion, payment must be made in full at time of submitting application. Exhibit Booth Applications submitted prior to February 1, 2027, priority point deadline. Exhibit Booth Applications submitted after the priority point deadline - FULL PAYMENT is due with application. Sponsorships, Commercial Tutorials, Advertising - FULL PAYMENT is due at time of booking. Please Note: Allocated exhibit booths, sponsorships, advertising, commercial tutorials will be released and available to others for booking if FULL PAYMENT is not received on time.

**Cancellation or Reduction.** Notification of an exhibitor's decision to cancel or reduce space must be made in writing to kris@herlitz.com The effective date of space cancellation or reduction will be the date on which a written notice is received by Exhibit Management.

If space is canceled or reduced prior to February 26, 2027, 50% of the cost of space will be retained. No refunds will be given for any cancellations or reductions received after February 26, 2027; company will be responsible for full cost of space.

## II. ELIGIBILITY

**Eligibility:** Show Management reserves the right to determine or verify eligibility of Exhibitor for inclusion in the Show prior to, or after, submission of the Exhibit Space Agreement. Show Management will determine the appropriateness of products to be exhibited by their distinctive characteristics or performance capability. Show Management also reserves the right to prohibit display or advertisement of products at any time if display or advertisement of such products would not meet Show objectives or would cause Exhibitor to be in violation of these terms and conditions.

**Non- Endorsement -** The Exhibitor agrees and understands that by approving its application, ISAC does not in any way endorse or signal its approval of the Exhibitor's product or service. Accordingly, the Exhibitor agrees that it shall not, in any manner, in its advertising, promotional or similar materials or undertakings, state, suggest, or imply such ISAC approval or endorsement. Further, the Exhibitor agrees not to use ISAC's name or logo or make any reference to ISAC in any other undertakings (e.g. survey, questionnaire, letter of introduction) without the written permission of ISAC. Except reference may be made to the meeting as CYTO 2027, with Helsinki, Finland June 5-9 on the exhibitor's advertisement.

**Non-Exhibiting Company Products or Services.** Exhibitor may not display products or signage in their Booth from eligible non-exhibiting companies unless approved in writing by Show Representations by and/or media activities of non-exhibiting companies are prohibited at the Show.

**"Outboarding"** occurs when a company that is eligible to exhibit at the Show does not exhibit but hosts buyers at a venue away from the Show during set-up days or Show days. Companies that engage in outboarding may be prohibited from exhibiting at the Show for one to three years as determined by the ISAC Show Management. Registration credentials will not be issued to any employee of a company prohibited from exhibiting due to outboarding. Exhibiting companies are encouraged to protect their investment and report any outboarding to Show Management.

## III. ASSIGNMENT OF SPACE

**Booth Assignments -** The early deadline for booth assignment based on priority points is February 1, 2027. Applications received online will be assigned booths based on accumulated priority points; priority points are the participation and loyalty reward system for CYTO Exhibitors and Sponsors. Accumulated points determine space selection order for the Congress. Companies receive one point per booth purchased, for a maximum of five points. In the case of company mergers, exhibit management will use the highest number of years exhibited in calculating priority points. Priority points may also be earned through sponsorship support or for hosting a commercial tutorial. Exhibitors will be notified of booth assignment by February 19th, 2027. Starting February 20th, 2027, the online booth application will be open to exhibitors on a first come first serve basis, based on space availability. Your company will receive confirmation of your successful application submission, and you will at that time be sent an invoice for FULL payment of your booth space and any sponsorships. Payment can be made by credit card directly online. Checks drawn on US banks and bank wires are accepted and due at the time of invoice. Be sure to add any applicable bank wire/processing fees with your booth payment. FULL payment of booth space is required. Any booths not paid in full by this date will be released and removed from the site pending FULL payment. **Subleasing Space -** No Exhibitor shall assign, sublet, or share the whole or any part of the space contracted to them. Exhibitor agrees to limit the service and/or materials displayed in their exhibit area to those purveyed by Exhibitor, with the exception that other proprietary equipment may be used solely for the purpose of demonstrating the materials or services of Exhibitor.

## IV. GENERAL CONDUCT OF EXHIBITS

Exhibits must be of an educational character and relevant to the registrants' scientific and professional interests. ISAC reserves the right, at its sole discretion, to accept or deny applications for exhibit space and to allocate space among exhibitors. By applying for exhibit space, an exhibitor agrees to adhere to all conditions and regulations outlined within this website. Conformity with these Rules and Regulations for this Congress will be monitored by Exhibit Management. Exhibitors are requested to staff their exhibits with personnel attired in a manner consistent with the decorum of the meeting and knowledgeable in the products and policies of the company. Relevant portions of the foregoing prohibited practices are applicable to non-exhibitors at all times. Non-exhibitors may not solicit business from scientific registrants or companies exhibiting. **Prohibited:** Noisy electrical or other mechanical apparatus interfering with other exhibitors, operation of x-ray equipment, canvassing or distributing any material outside the exhibitor's own space, sub-leasing of exhibit space, use of billboard advertisements must have Management approval, publicizing and/or maintaining any extracurricular activities, inducements, demonstrations or displays away from the exhibit are during the exhibit hours, hosting ancillary activities that conflict with scheduled ISAC programming (including the exhibit hall receptions). photographing, videotaping, or examining another exhibitor's equipment with permission, balloons of any kind, use of helium balloons or any glitter/confetti products, entry into another exhibitor's booth without permission, no outside catering allowed in exhibit booth, door drops in hotels, the use of live animals, photographs and other forms of visual display of surgery being performed will not be permitted in exhibit booths, dismantling exhibits and leaving before official exhibit closure. The use of open audio systems is discouraged. Requests to use an open audio system must be approved by the Exhibit Manager and the exhibitor must agree to discontinue its use if the sound level is deemed to be objectionable to the registrants or adjacent exhibitors. Each exhibitor is granted nothing more than a terminable license to exhibit, subject to all the rules

herein. If it is decided that an exhibitor has failed to comply with any rule the license may be terminated, and the exhibit closed without notice. In all interpretations of the Rules and Regulations, Exhibit Management's decision is final. **ISAC Code of Conduct at Meetings and Other Society Activities.** ISAC expects members and meeting attendees to behave in a courteous, collegial, and respectful fashion to each other, volunteers, ISAC staff, vendors, and meeting facility staff. Attendees should abide by common-sense rules governing professional and personal interactions, and public behavior (including behavior in public electronic communications), and should show common courtesy to others, and respect for private property, including respect for the intellectual property of presenters. Demeaning, abusive, harassing, or threatening behavior towards other attendees or towards volunteers, ISAC staff, meeting management group, convention center staff, or security will not be tolerated, either in personal or electronic interactions. Scientific misconduct will not be tolerated at meetings or other society activities. Scientific misconduct is defined as an action that willfully compromises the integrity of scientific research and includes plagiarism and the falsification or fabrication of data. Suspected cases of scientific misconduct should be referred to the Chair of the ISAC Ethics Committee for action. **ISAC Sexual Harassment Policy.** It is the policy of the society that all members are responsible for ensuring that the ISAC community is free from sexual harassment in all communications and during the annual conference. The society strongly disapproves of inappropriate sexual behavior either at the annual conference or during any in-person or virtual society functions and communications. All members and event attendees should avoid actions or conduct which could be viewed as sexual harassment. Sexual harassment includes unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexually harassing nature, when: (1) submission to the harassment is made, either explicitly or implicitly, a term or condition of a society community professional relationship; (2) submission to or rejection of the harassment is used as the basis for employment decisions affecting the individual; or (3) the harassment has the purpose or effect of unreasonably interfering with an individual's professional standing or creating an intimidating, hostile, or offensive environment. Acts of harassment will not be tolerated in relation to any society activity, including, but not limited to, the giving of awards and grants, fundraising, acceptance of abstracts, and handling of manuscripts.
**Use of ISAC Society Name and Logo.** The use of the ISAC name and/or logo is not permitted on signs inside or outside the exhibit area, or on descriptive product literature. Except reference may be made to the meeting as CYTO 2027 40th Congress of the International Society for Advancement of Cytometry, CYTO 2027, with Helsinki, Finland June 5-9 on the exhibitor's advertisement. **Exhibit Personnel.** Attendants, and other employees and representatives of Exhibitor must confine their activities to the exhibit space. Networking Lounges are not open to any commercial activities other than those stipulated within any sponsorship agreements of such areas**.** 2. Booths must be staffed at least 15 minutes prior to the expo hall open hours 3. Exhibitor shall not photograph or record video of another exhibit or product of another exhibitor unless such photography or videography is approved in writing by the other exhibitor or Show Management.4. Exhibitor agrees to follow all privacy rules, including GDPR. 5. Any function, including any offsite venues before/during/after the ISAC/CYTO shall NOT be used for any improper, immoral, illegal, or objectionable purpose. **Entertainment, Music.** All music and entertainment must be in good taste and exhibitor is responsible for obtaining approval for use and retaining any copyrights as required.
**Insurance.** Exhibitors must comply with insurance requirements that will be provided in the exhibit service kits. It is the sole responsibility of the exhibiting company to have the up-to-date insurance certificate on file with the CYTO Show Management prior to arriving on site.
**Americans with Disabilities Act.** Each exhibitor shall be responsible for compliance with the prevailing laws regarding disabilities within their booth and assigned exhibit space.

## V. VIOLATIONS

The Exhibitor shall be bound by the Rules as defined herein, and by such additional rules and regulations which may be established by the Facility and Show Management at any time. Show Management shall enforce all Rules and such additional rules and regulations, and its decision on these matters will be final. All matters and questions not covered by the Rules and such additional rules and regulations shall be subject to the final judgment and decision of Show Management. Any violation by the Exhibitor of any of the Rules and such additional rules and regulations shall subject Exhibitor to cancellation of the agreement to occupy virtual exhibit space, to forfeiture of any monies paid on account thereof, and could make Exhibitor subject to loss of seniority points, loss of credentials for future shows and loss of other show privileges. Upon Show Management notifying the Exhibitor of such cancellation, Show Management shall have the right to take possession of the Exhibitor's space.

At its discretion, if at any time Show Management deems an exhibit or an exhibit's contents objectionable, Show Management reserves the right to remove and/or cancel the exhibit space or any portion thereof at Exhibitor's sole expense. This reservation includes persons, things, conduct, printed matter, signs, products, or any item of poor character, which, in the sole judgment of Show Management, is detrimental to or unsuitable for the Show or jeopardizes the Show's safe operations. This right may be exercised by Show Management at any time, regardless of whether it is before the Show or during the Show. In the event the right is exercised during the Show, Show Management shall not be liable for refund of exhibit space rental fees, exhibit equipment rental fees or any other expense incurred by reason of Show Management's removal of objectionable contents or cancellation of the exhibit space or any portion thereof. Exhibitor hereby expressly waives all rights and claims, actions and demands for damages, costs and expenses, including without limitation, legal fees, lost profits, and costs of goods sold, against the virtual hosting platform, Show Management, their directors, officers, agents, employees and/or servants for such removal and/or cancellation.

## VI. LIABILITY

ISAC undertakes no duty to exercise care, nor does it assume any responsibility, for performance and satisfaction of the exhibit experience. This Agreement shall not constitute or be considered a partnership, employer-employee relationship, joint venture or agency between ISAC and Exhibitor. Exhibitor hereby agrees to and does indemnify, hold harmless, and defend ISAC, ISAC Leadership their officers, directors, employees, agents, affiliates, and subsidiaries (collectively, "Indemnified Parties"), from and against any and all liability, responsibility, loss, damage, cost, or expense of any kind whatsoever (including but not limited to cost, interest, and attorney's fees) which any Indemnified Party may incur, suffer, be put to, pay, or be required to pay, incident to or arising directly or indirectly from any act or omission by Exhibitor or any of its employees, servants, or agents. Exhibitor further agrees that the Indemnified Party, shall not be responsible in any way for damage, loss, or destruction of any property of Exhibitor or injury to Exhibitor or its representatives, agents, employees, licensees, or invitees. Neither ISAC, nor any of the officers, employees, agents, contractors, and affiliates of such entities, nor the owners, management company, employees or representatives of the city, meeting venues or contractors will be responsible for any injury, loss or damage that may occur to the exhibitor or to the exhibitor's employees or property, prior, during or after the period covered by the exhibit. The exhibitor expressly releases the foregoing persons and entities from and agrees to indemnify the same against all claims for such loss, damage or injury arising from the negligent or willful acts or omission of the exhibitor and its employees, agents, contractors, and invitees. Exhibitors are responsible for all liability insurance coverages and must submit the required proof of current insurance policy statement to CYTO Show Management prior to the move in date.

**Failure to hold expositions.** Should any contingency prevent holding of the Annual Session, ISAC may retain such part of exhibitor's rental as shall be required to pay for expenses incurred up to the time such contingency shall have occurred. The exhibitor waivers all claim for damage or recovery of payments made except the return of the prorated amount paid for exhibit space less expenses incurred by ISAC.