

## Exhibitor, Sponsor & Advertising PROSPECTUS

Joint Meeting of the Ecological Society of America and the Canadian Society for Ecology and Evolution

Sunday, August 14 – Friday, August 19, 2022

### **ESA CSEE UN CHANGEMENT VA VENIR**

### **PROSPECTUS**

### Exposant Sponsor & Publicitaire

Réunion conjointe de l'Ecological Society of America et de la Société canadienne d'écologie et d'évolution

Du dimanche 14 août au vendredi 19 août 2022

This year's joint meeting combines the resources and interests of both the Canadian Society for Ecology and Evolution and the Ecological Society of America.

The 2020 and 2021 ESA Virtual Annual Meetings were a huge success, but we're ready to get back in-person with an estimated 3,000 participants. We'll have a virtual audience as well, so come to connect with attendees from 53 countries from around the world!

La réunion conjointe de cette année combine les ressources et les intérêts de la Société canadienne pour l'écologie et l'évolution et de l'Ecological Society of America.

Les assemblées annuelles virtuelles 2020 et 2021 de l'ESA ont été un énorme succès, mais nous sommes prêts à revenir en personne avec environ 3 000 participants en personne. Nous aurons également un public virtuel, alors venez vous connecter avec des participants de 53 pays du monde entier!

Promote your products, services, technology, equipment and literature to scientists, researchers, educators, administrators and policymakers in the science of ecology and environmental science.

Faites la promotion de vos produits, services, technologie, équipement et littérature aux scientifiques, chercheurs, éducateurs, administrateurs et décideurs dans le sciences de l'écologie et sciences de l'environnement.

### These great networking opportunities will be in the Exhibit Hall!

- Welcome Reception (Sunday Evening)
- Morning Coffee Breaks
   (Monday, Tuesday, Wednesday, Thursday)
- Afternoon Poster Sessions (Monday, Tuesday, Wednesday, Thursday)
- Student Activity Areas (think games!)
- Job Fair

### **EXHIBIT!** EXPOSITION!

Opening Reception Sunday 6:30 – 8pm Monday through Wednesday 9:30am – 6:30pm

### 10' x 10' Booth Pricing / Prix du stand

- Commercial \$2,500 USD
- Government/ Non-Profit Organization \$1,400 USD

### **Exhibit Booth Packages include:**

- Back and sidewall pipe and drape, one (1) 6 foot draped table, two (2) chairs, ID sign and wastebasket per 10' x 10' space
- One (1) full complimentary registrations per 10'x10' booth
- One Booth Staff Only Registration
- Pre and Post conference attendee list (Contact, Org and Mailing Address)\*
- Mobile App listing (in-person only)
- Virtual Platform Presence on Sponsor Wall including logo, (3) Resource/PDF Uploads, Company Overview and company contact info

### Exhibitor Tabletop Pricing / Prix de table \$950 USD and includes:

- One (1) 6 foot draped table, two (2) chairs, ID sign and wastebasket located in the General Exhibitor Area
- One (1) full complimentary registrations per tabletop

### Job Fair Tabletop Pricing / Prix de table du Salon de l'emploi \$650 USD and includes:

Promote your open positions, hold interviews, post jobs on the on-site and virtual job board and participate in career-focused networking & guidance sessions. Includes:

- One (1) 6-foot draped table, one (1) chair, ID sign and wastebasket located in the career/job fair area
- One (1) full complimentary registration per tabletop

\*Pre-Conference attendee list will include name, title, organization and mailing address of those that register and Opt-In per GDPR Rules prior to August 4<sup>th</sup>. The Post-Conference attendee list will include all participants that Opt-In per GDPR Rules.





## EXHIBITOR SCHEDULE / HORAIRE DES EXPOSANTS\*

### Move-In / Emménager

Sunday, August 14 10:00 am – 5:00 pm

### Show Hours / Afficher les heures d'ouverture

Sunday, August 14 6:30 pm – 8:00 pm

NEW! Welcome Reception

Monday, August 15 9:30 am – 6:30 pm

Morning Coffee Break and Afternoon Break with Poster Sessions

Tuesday, August 16 9:30 am – 6:30 pm Morning Coffee Break and Afternoon Break with Poster Sessions

Wednesday, August 17 9:30 am – 6:30 pm Morning Coffee Break and

Morning Coffee Break and Afternoon Break with Poster Sessions

Exhibitor Move-Out /
Déménagement des exposant

Wednesday, August 17 6:30 pm – 8:30 pm

\*Times are subject to changes.

Sponsor Level / Niveau de Commanditaire	Platin Platin \$8,000		Silve Argen \$4,000
Exhibit Booth (10x10)	2	1	1
Complimentary Full Conference Registrations	3	2	2
Booth Staff Only Registrations	2	1	1
Virtual Platform Presence on Sponsor Wall including logo, (3) Resource/PDF Uploads, Company Overview and company contact info	<b>✓</b>	<b>✓</b>	<b>✓</b>
Company Listing in Mobile App (on-site)	100 words	75 words	50 words
Pre and Post Conference Attendee List*	<b>✓</b>	<b>✓</b>	<b>✓</b>
Acknowledged in Daily Welcome Remarks	<b>✓</b>	<b>✓</b>	<b>✓</b>
Logo on Virtual Home Page and Annual Meeting Website and On-Site Signage	<b>✓</b>	<b>✓</b>	<b>✓</b>
Recognition in 2022 Annual Report	<b>✓</b>	<b>✓</b>	
Virtual Home Page Banner Ad	<b>✓</b>	<b>✓</b>	-
Member Connection Banner Ad	<b>✓</b>	<b>✓</b>	_
Certified Ecologist Newsletter Banner Ad	<b>✓</b>	<b>✓</b>	-

continued

### Reception Sponsor / Commanditaire de la réception \$15,000 USD (2 Available)



- Choose from the Welcome Reception in the Exhibit Hall (Sunday) or Closing Reception (Thursday)
- 10' x 10' Booth Space including 1 6 foot draped table, 2 chairs, ID sign and wastebasket
- Platinum Level Acknowledgment with your logo on virtual home page, annual meeting website and on-site signage
- Branded cocktail napkins for sponsored event
- Full Conference registration for three (3) staff and 1 booth staff only registration
- Choice of Ad in Pocket Guide
- Mobile App listing (in-person only)
- Virtual Platform Presence on Sponsor Wall including logo, (3) Resource/PDF Uploads, Company Overview and company contact info

### General Session Sponsor / Parrain de la session générale \$10,000 USD (3 Available)



- Choose one (1) General Session
  - Scientific Plenary & Awards (Monday)
  - Keynote (Monday) SOLD
  - Scientific Interfaces (Tuesday)
  - Recent Advances (Wednesday)
- Sponsor walk-on slide or video at the beginning of the General Session
- 10' x 10' Booth Space including 1 6 foot draped table, 2 chairs, ID sign and wastebasket.
- Platinum Level Acknowledgment with your logo on virtual home page, annual meeting website and on-site signage
- Full Conference registration for two (2) staff and 1 booth staff only registration
- Choice of Ad in the Pocket Guide
- Mobile App listing (in-person only)
- Virtual Platform Presence on Sponsor Wall including logo, (3) Resource/PDF Uploads, Company Overview and company contact info

continued

### NEW!

Student Activity Area / NOUVEAU! Zone d'activités étudiantes \$3,000 USD (2 available)



Be recognized for putting the FUN in the Exhibit Hall! Branded with your company logo and signage, gain visibility in this gathering place with fun activities. Game options to be provided, but think Corn Hole, Checkers, Chess, BIG Piano, Ping Pong.

Daily Break and Poster Session Sponsor / Commanditaire de la pause quotidienne et de la séance d'affiches \$2,500 USD per day (4 available)



Pick a Day! Your logo will be included on annual meeting signage, mobile app, event signage and branded napkins.

- Monday, Tuesday or Wednesday Morning Coffee Break and Afternoon Poster Session
- Thursday Morning Coffee Break and Latebreaking Posters

### NEW!

Registration & Lanyard Sponsor / Inscription & Commanditaire de lanière à cocarde \$4,000 USD



- Lanyards (red, yellow and green to indicate social distancing comfort) will be branded with your logo or organization name
- Brand the highly trafficked registration area that will be in the Exhibit Hall in 2022!
- Your banner ad with hyperlink will be included in the Know Before You Go email sent to all participants prior to arriving

### Diversity Forum Sponsor / commanditaire du forum sur la diversité \$350 USD (10 available)



Network and display your materials during the Diversity Forum on Wednesday evening, 6:30-8:00pm. Panelists will be discussing the important topic of diversity, equity and inclusion. Anticipated attendance 200-300ppl. Light snacks will be provided.

Sponsorship includes:

 One (1) 6-foot draped table, one chair; one (1) complimentary ticket to the forum; logo and listing on the forum program; recognition from the podium during the forum; and listing on the ESA SEEDS website and Fall newsletter

continued

Job Fair Networking Area Sponsor / sponsor de la zone de réseautage du salon de l'emploi \$1,000 USD per day (3 Available)

Networking times will be intermingled during workshops related to these daily activities:

- Monday Grad School: Getting In, Surviving and Next Steps
- Tuesday Career Day: Ecology Careers, Virtual Networking and Career Pathways
- Wednesday Job Fair: Resume Best Practices, Interviewing, Job Search, Resume Reviews and Mock Interviews

### WIFI Sponsor \$5,000 USD



Meeting attendees will login to the WIFI network named after your organization using your customized password.

### Mobile App Sponsor \$4,000 USD (in-person only)



The Mobile App will be a significant resource for on-site participants. Includes Splash Screen attendees will see one loading "splash screen" when the app launches that shows for 3.5 seconds and Sticky Banner that displays on the main screen and attaches to the bottom of the screen. It is always visible and remains stationary while scrolling on the main screen.

### Mask Sponsor \$2,500 USD



Does your organization have branded masks that you would like distributed to meeting participants?

### **Custom Sponsor**



Do you have an idea for a sponsorship you'd like to support? Contact us and we'll work with you to make it happen!

8 | ESA CSEE Joint Meeting Sponsor & Exhibitor Prospectus Contact Wendy Ashburn esa.org/montreal2022 240-416-4227 or exhibits@esa.org

## ADVERTISING OPPORTUNITIES / OPPORTUNITÉS DE PUBLICITÉ



Discounts available for multiple placement!

### **Convention Center Digital Advertising**

Digital Advertising is available inside and outside the Convention Center. Stationary and mobile screens and a 90 square foot video wall ads available. Contact us for more information on placement and cost.

### Digital Banner Ad Package! \$1,100 USD

Save \$100! A package includes any three (3) placements in the Member Connection, Certified Ecologist Newsletter or the Virtual Meeting Site Home Page. Can be three (3) placements in any one item or a combination.

### Member Connection Digital Newsletter Banner Ad \$400 USD (one time placement)

Member Connection is a bi-weekly digital newsletter that goes to ESA's membership numbering around 8,000. It includes member news, journal articles, professional development and policy related items. Our best-performing email product, regular open rate of greater than 40% with click-throughs as high as 15%. Published 2X per month. Specifications: 4:1 a/r horizonal banners (600 px w max) or 1:1 (200 px max) blocks, jpg or png only—no animations

### Certified Ecologist Digital Newsletter Banner Ad \$400 USD (one time placement)

ESA's Quarterly Digital Newsletter goes to Certified Ecologists, currently 800 and growing! It includes information on training, certified ecologist profiles, promotion of networking groups and other training features. Specifications: 4:1 a/r horizonal banners (600 px w max) or 1:1 (200 px max) blocks, jpg or png only—no animations

### Virtual Meeting Site Home Page Banner Ad \$400 USD

We will continue to offer keynotes and virtual content in 2022. Be visible to those that are unable to attend in person. Your ad will be available on the virtual platform for up to one year.

### **Print Pocket Guide Ad \$400 USD**

Your ad will appear in the pocket guide provided to each attendee as a reference for on-site.

## THANK YOU TO OUR 2021 VIRTUAL EXHIBITORS, SPONSORS AND ADVERTISERS

British Ecological Society Campbell Scientific

Canadian Science Publishing Entomological Society of America

HabitU Lab, LLC I focus and write

Land LI-COR Biosciences

NEON operated by Battelle New Phytologist Trust

Nordic Society Oikos Oak Ridge Associated Universities (ORAU)

PP Systems Princeton University Press

ScienceSocieties.org SimBio

Springer Nature Taylor & Francis

The Royal Society The University of Chicago Press

The Wildlife Society U.S. Fish and Wildlife Service

U.S. Geological Survey University of Arizona Press

University of California Press Wiley

Yale University Press





### JOINT MEETING OF THE ECOLOGICAL SOCIETY OF AMERICA AND THE CANADIAN SOCIETY FOR ECOLOGY AND EVOLUTION /

### RÉUNION CONJOINTE DE L'ECOLOGICAL SOCIETY OF AMERICA ET DE LA SOCIÉTÉ CANADIENNE D'ÉCOLOGIE ET D'ÉVOLUTION

### **EXHIBITOR, SPONSOR AND ADVERTISER RULES & REGULATIONS**

The ESA CSEE Joint Meeting, open to all ESA and CSEE members and those interested in ecology, are among the most respected ecologists in the science community. ESA and CSEE are committed to providing a safe, productive, and welcoming environment. All participants including, but not limited to, attendees, speakers, volunteers, exhibitors, ESA and CSEE staff, service providers and others are expected to abide by the ESA Meetings Code of Conduct. This Code of Conduct applies to all ESA meeting related events including those sponsored by organizations other than ESA but held in conjunction with ESA events, in public or private facilities. In addition, all ESA CSEE meeting attendees must agree to abide by the ESA Scientific Integrity and Professional Ethics Policy and the ESA Diversity Statement. It is understood and agreed that the following Rules and Regulations are accepted as a contract between the Ecological Society of America (ESA), the Canadian Society for Ecology and Evolution (CSEE) and the Exhibitor, Sponsor or Advertiser (Exhibitor) for the 2022 ESA CSEEI Meeting being held at the Palais des congress de Montreal (Centre) August 14-19, 2022.

It is understood and agreed that the following Rules and Regulations are accepted as a contract between the ESA, CSEE and the Exhibitor, Sponsor or Advertiser (Exhibitor) for the 2022 ESA CSEE Joint Meeting being held at the Palais des congress de Montreal (Centre) August 14-19, 2022.

### **1. RESPONSIBILITY AGREEMENT:**

Exhibitor assumes entire responsibility and hereby agrees to protect, indemnify, defend and hold harmless ESA CSEE, the Official Service Contractor (OSC) and the Centre the affiliates, officers, directors, agents, and employees and partners of each (Indemnified Parties) against all claims, losses, and damages, including negligence, to persons or property, governmental charges, or fines and attorney fees arising out of or caused by Exhibitor's installation, removal, maintenance, occupancy, or use of the exhibit premises or a part thereof. In addition, Exhibitor acknowledges that the Indemnified Parties do not maintain insurance covering Exhibitor's property and that it is the sole responsibility of the exhibitor to obtain business interruption, property damage, and comprehensive general liability insurance. Exhibitor agrees to provide to exhibits@esa.org by July 11, 2022, a Certificate of Insurance showing the indemnified parties as Additional Named Insured as it relates to the ESA CSEE Joint Meeting providing coverage as described in Clause 3. Insurance. Exhibitor has read and agrees to abide by all requirements, restrictions, and obligations set forth herein and the policies governing exhibitors at events of ESA CSEE and those which may be set forth in the future by ESA and CSEE in connection with the ESA CSEE Joint Meeting. Exhibitor further acknowledges that ESA and CSEE reserve the right to reject, at its discretion, any request to exhibit, sponsor or advertise.

### 2. COVID:

Exhibitor agrees to follow all rules and protocols regarding COVID set into place by ESA, CSEE, the Centre, Montreal and Canada to include but not limited to being fully vaccinated, masks and social distancing.

#### 3. DISCLAIMER:

ESA and CSEE neither warrants nor endorses any of the products promoted or advertised. Exhibitor shall indemnify and hold ESA and CSEE harmless for any and all costs, including reasonable attorney fees, associated with the defense of any claim based upon an exhibitor, sponsor or advertiser product.

#### 4. INSURANCE:

The insurance policies of ESA, CSEE, the Centre, and OSC may not include coverage for individual Exhibitors. Therefore, Exhibitors must carry their own public liability insurance to protect against claims and/ or losses through theft, fire, and other damage that may arise from operation of their exhibits. In addition, each must name ESA and CSEE as an Additional Insured for a minimum of \$1M Comprehensive General Liability and provide ESA and CSEE with evidence of Workers' Compensation Insurance to exhibits@esa.org. Exhibitors are responsible for their own inventory and equipment. Although the Exhibit Hall will be patrolled by security during non-exhibit hours, neither ESA, CSEE, the Centre, nor OSC guarantees protection for the Exhibitor against losses of any kind.

### 5. TERMINATION OF EXHIBIT, SPONSOR OR ADVERTISER:

In the event of any act beyond the control of ESA or CSEE the exhibit, sponsor or advertiser contract may be terminated by ESA or CSEE. Should such an event occur at any time before Monday, August 8, 2022, the Exhibitor, Sponsor or Advertiser waives any and all damages and agrees that ESA may, after deducting all costs and expenses, discharge all claims and demand, and refund to each Exhibitor, Sponsor or Advertiser a complete settlement of the total net receipts received by ESA for the 2022 ESA Annual Meeting.

### 6. PAYMENT FOR EXHIBIT, SPONSOR OR ADVERTISER:

A minimum of 50% deposit is required upon contract signature. Payments by check, credit card or wire transfer must be received within 30 days. Balance due must be received within 45 days of contract signature or by Monday, August 8, 2022, the earlier. Exhibit, Sponsor or Advertiser space may not be set up or accepted before the balance due for the space is paid in full. The costs are outlined in the ESA Exhibitor, Sponsorship and Advertising Prospectus.

### 7. CANCELLATION/DOWNSIZING EXHIBITS:

Any Exhibitor who cancels or reduces the amount of space reserved must notify the ESA Exhibit Manager in writing to exhibits@ esa.org. No space rental fee refund will be issued unless the space is resold. If the space is resold, the Exhibitor receives refunds as follows:

 50% of the fee will be returned if cancellation notice is received 60 days in advance of the show opening, on or before June 14, 2022.

There will be no refund if notice of cancellation is received after June 14, 2022.

In addition, any Exhibitor who fails to claim and/or occupy reserved space by 10:30 AM, Sunday, August 14, 2022 the exposition opening day, may be reassigned without prior notification and all fees paid will be forfeited. Funds may be transferred to apply to a future meeting with approval on a case-by-case basis by ESA Exhibit & Sponsor Manager.

### 8. SHIPPING INSTRUCTIONS:

All freight charges must be PRE-PAID by the Exhibitor. All shipments must be directed to the OSC. The OSC will maintain staff in the Exhibit Hall at all times during installation, show, and dismantling hours. Warehousing will be available and may be arranged through OSC as specified in the service kit to be provided. Exhibitors requiring extra time to set up or dismantle their displays should advise the OSC as soon as possible. All information regarding your shipment should be forwarded to the OSC Customer Service Representative. Exhibitors should consider consolidating their shipments to avoid paying the higher minimum charge on each of several shipments.

### 9. CUSTOMS INSTRUCTIONS:

The ESA CSEE Joint Meeting is registered with the Canadian Border Service Agency (CBSA). ConsultExpo, through the OSC, will be the liaison with CBSA for customs clearance needs.

### **10. EARLY DISMANTLING OF BOOTHS:**

Exhibit displays shall remain set-up until 6:30pm on Wednesday, August 17, 2022, or the final time determined as Exhibitor Move Out. Early dismantling of booths may result in the loss of exhibitor privileges and or future participation in ESA or CSEE Meetings or other penalties.

#### 11. GENERAL CONDUCT OF EXHIBITS:

ESA and CSEE expect exhibiting companies and organizations to adhere to the "Revised 2014 Guidelines for Display Rules and Regulations" as set forth by the International Association of Exhibitions and Events (IAEE).

- To assure responsiveness of the ESA CSEE Joint Meeting to the mutual interests of registrants, it
  is necessary that exhibits be confined to those of an educational nature and to those featuring
  instruments, products, and services for use in science teaching or research, books, or other
  publications relevant to the disciplinary interests of participants.
  - Except in the case of application for a combined book stall, an Exhibitor may not share or sublease any part of their assigned space.
    - No Exhibitor may show goods other than those manufactured or dealt in by the Exhibitor in the regular course of business.
      - Soliciting business, holding meetings to generate new business, and advertising are strictly prohibited EXCEPT by exhibiting companies and organizations.

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- All displays, demonstrations, interviews, or other activities must be confined to the limits
  of the contracted space, not to obstruct the general view or hide other exhibits. Side rails
  and counters may not exceed 3' in height. Back walls may not exceed 8' in height and may
  not extend or curve into an adjacent space.
- No audiovisual device or sound system shall be operated in a manner that disturbs or interferes with other Exhibitors or their patrons.
- Each Exhibitor is encouraged to display in the most professional and attractive manner possible. In addition, the Exhibitor shall be responsible for assuring that any exposed unfinished portion of the exhibit is covered to the satisfaction of ESA and CSEE at the Exhibitor's expense.
- All decorative exhibit materials must conform to fire regulations and electrical codes of the Centre. Aisles and exits must be kept clear at all times. Standard fire regulations governing public buildings will be strictly enforced.
- Exhibitors are reminded that the Americans with Disabilities Act ensures equal access to all participants. Individual Exhibitors are responsible for making their space fully accessible and complying with all applicable laws and regulations pursuant to the Americans with Disabilities Act (Public Law 101-336).
- Exhibitors shall not mar or deface the Exhibit Hall in any manner and shall not paste, tape, tack, nail, screw, or otherwise attach materials to columns, walls, floors, or any other parts of the building.
- Exhibitors are not prohibited from selling, taking orders, or soliciting sign ups or signatures. However, each Exhibitor is responsible for complying with any state, province, territory or local tax regulations.
- All demonstrations and displays, distribution of literature, samples, and other advertising materials must be confined to the Exhibitor's own space.
- Lotteries, raffles, or games of chance are strictly prohibited. Exhibitors may collect business cards, hold drawings, and offer small tokens to those visiting their spaces.
- Live animals may not be displayed unless they are an integral part of the product or service offered. In such cases, animals must be appropriately tethered, caged, or controlled at all times while at the Centre.
- Use of live plants is not prohibited as long as there are no noxious or harmful fumes or by-products in the display. We also ask exhibiting companies and organizations to be mindful of environmental responsibility to protect against unintended distribution of materials that could prove invasive when transported to the far-reaching areas where delegates live and work.
- X-Ray and similar equipment may be exhibited but not operated.
- This is a completely non-smoking function. Smoking will only be permitted in specifically designated areas outside the Centre.

### ADVERTISERS AGREE TO THE FOLLOWING ADDITIONAL TERMS AND CONDITIONS

- Exhibitors are encouraged to arrange to recycle or reuse their crates, boxes, displays, and packing and display materials in keeping with sound ecological principles.
- Exhibitors serving food and/or beverages from their booths must order these through the ESA Meetings Manager and use official convention centre catering services.
- People under the age of 16 will not be allowed in the Exhibit Hall during installation and dismantling.
   During show hours, anyone under the age of 16 must be supervised by an adult at all times.
- ESA or CSEE assumes no responsibility for acts or omissions by the OSC, ConsultExpo, the Centre, Montreal, or any shipping company or any outside contractor.

#### **PAYMENT:**

Full payment for the advertisement ("Advertisement") shall be as set forth in the Prospectus, and must be received prior to Ad Placement. All purchases are nonrefundable except as provided in this Agreement. ESA and CSEE reserves the right to refuse the Advertisement if payment is not received by the deadline. If Advertiser cancels this Agreement prior to its conclusion, Advertiser shall remain liable to pay ESA the full amount due.

### **ADVERTISEMENT SUBMISSION:**

Advertiser will submit the Advertisement, including all necessary artwork, links or other requirements, to ESA by a designated deadline. In the event that all necessary artwork is not received by the due date, ESA may at its sole option elect to use artwork from previous Advertisements placed by Advertiser, if any. Advertiser agrees that the positioning, placement, frequency, and other editorial decisions related to the Advertisement shall be made by ESA in its sole discretion.

### LICENSE:

Advertiser hereby grants to ESA and CSEE a limited, non-exclusive license to copy, use, display, and publish Advertiser's Advertisement (including Advertiser's name, marks, and logos shown) solely in connection with this Agreement. Advertiser retains all right, title, and interest, including copyright and other proprietary or intellectual property rights in the content of the Advertisement and Advertiser's name, marks, and logos.

### **WARRANTIES:**

Advertiser represents and warrants that (a) the Advertisement is Advertiser's own original work; (b) that Advertiser is the sole owner of the work and all of the rights granted to ESA and CSEE under these terms and conditions; (c) that the content of the Advertisement does not violate any copyright, trademark, proprietary, or personal rights of others, as well as any applicable advertising laws or regulations; and (d) the

Advertisement is factually accurate and does not contain any content which is unlawful, harmful, abusive, hateful, lewd, obscene, threatening, defamatory or libelous or constitute unfair competition or unfair trade practice.

#### **INDEMNIFICATION:**

Advertiser agrees to defend, indemnify, and hold harmless ESA and CSEE, its officers, directors, sublicensees, employees and agents, from and against any claims, actions, liabilities, costs or demands, including without limitation reasonable legal and accounting fees, for any loss or damage or claims resulting or arising from the use or publication of the Advertisement, including but not limited to claims for copyright or trademark infringement, unfair competition, defamation, breach of contract, or breach of the warranties provided in this Agreement. ESA shall provide notice to Advertiser promptly of any such claim, suit, or proceeding and shall assist Advertiser, at Advertiser's sole expense, in defending any such claim, suit or proceeding.

### **CANCELLATION:**

ESA and CSEE reserve the right to cancel or refuse the display of an Advertisement at any time and for any reason, including but not limited to failure to conform to applicable laws and regulations, ESA or CSEE policies, ESA or CSEE mission or the public interest, regardless of whether such advertisement previously was accepted by ESA or CSEE. If ESA or CSEE cancels or refuses to place the Advertisement then this Agreement shall be deemed terminated and ESA will refund to Advertiser any advertising fees paid. The refund of fees shall be Advertiser's sole remedy for ESA or CSEE's termination of this Agreement.

### **CORRECTIONS:**

Advertiser is responsible for checking advertising copy for corrections and providing ESA with prompt written notice of errors or changes. Advertiser acknowledges and agrees that submitting a correction may result in the delay of placement of the Advertisement.

### **NO ENDORSEMENT:**

Advertising with ESA or CSEE does not in any way mean that ESA or CSEE approves or endorses Advertiser or Advertiser's products or services. Advertisements shall not imply or convey ESA or CSEE's approval, endorsement, certification, acceptance, or referral of Advertiser or Advertiser's products or services.

#### **PARTICIPATION:**

Participation as an advertiser does not entitle Advertiser to influence the content planning of any ESA or CSEE publication or event.