



## POTATO EXPO 2019 INNOVATION HUB TERMS & CONDITIONS

To participate in the Potato Expo (“Expo”) as a presenter or panelist (“Speaker”) for an educational Session (“Session”) I agree to the following terms set forth in this agreement (“Agreement”):

- 1. ABSTRACT ACCEPTANCE.** I understand that submitting and abstract through the Potato Expo Innovation Hub does not guarantee acceptance. All submitters will be notified on or before September 1<sup>st</sup> indicating if their abstract was approved for 2019. It is assumed that by submitting an abstract for consideration, Speakers fully expect to be available to present if approved.
- 2. TIME COMMITMENT; PRE-SESSION PREPARATION.** I understand that speaking at Expo is an important responsibility and valuable opportunity. If I decide that I do not have the appropriate time and energy to devote to my Session, I will notify Expo as soon as possible, and Expo will replace me with another speaker. I also understand that all Sessions adhere to a very precise schedule and time limit. I understand and I agree to honor that schedule.
- 3. PARTICIPATION IN EXPO.** I understand and agree to the following:
  - a. I will be responsible for all travel related expenses;
  - b. I am expected to conduct myself professionally in connection with my Session I acknowledge and agree that Expo reserves the right to remove speakers from Expo (before or during the Event) if a speaker’s actions and/or conduct are deemed inappropriate, disorderly, or offensive by Expo;
  - c. Expo shall not be responsible for any delay or cancellation of Expo, or any of its component parts, due to causes beyond Expo’s control, including but not limited to acts of God, weather, earthquakes, hurricanes, floods, disease, pandemics or other natural disasters, wars, riots, threats, insurrections and/or any other cause; and
  - d. Expo will place the Session in an appropriate venue, and reserves the right to make changes to dates, times, and locations of the Session as necessary to carry-out the Expo Event.
- 4. SPEAKER SESSION PROMOTION.** I understand and agree to the following:
  - a. I agree to upload headshot(s), title(s), bio(s) and affiliation(s) for all presenters no later than October 15th so they may appear, in whole or in part, with my Session listing in the online schedule, conference app and in Expo materials promoting my Session and Expo. I agree to allow Expo to modify the size and style of my headshot, as long as the substance of the headshot does not change.
  - b. I agree to use the logos and social media images provided to me by Expo to promote my participation in the Event; and
  - c. Expo will promote all Sessions and does not use an RSVP service for admission to any Sessions unless otherwise specified. I agree that I will not use an RSVP service to promote my Session. While Expo will use its best efforts to promote my Session, Expo cannot guarantee a minimum number of attendees to my Session.
- 5. COMMERCIAL INTEREST.** I understand and agree to the following:
  - a. My Session is for sharing information only and not for marketing. I will not use my Session to promote brands or services;
  - b. If a Speaker uses the Session to promote brands or services they may be excluded from consideration for future Sessions;
  - c. If the Speaker has any commercial interest or associations that might pose a conflict of interest regarding this submission, it must be declared at the end of your abstract submission.
- 6. SESSION MATERIALS.** I will be responsible for obtaining any and all consents, permissions, and/or clearances necessary to display or otherwise use any audio-only, audio-visual, or visual-only materials (“Materials”) that I incorporate into my Session. I will also be responsible for providing a copy of my presentation to Expo no later than

December 21<sup>st</sup> for distribution to attendees either through email or on the conference app.

**7. VIDEO RECORDING POLICY.** I understand that any audio or visual recording of my Session by me or on my behalf requires advance written approval from Expo. Prior to any recording, I shall clear all recording production with Expo and enter into an agreement when required. I acknowledge and agree that Expo may, in its sole discretion, film, photograph, and record my Session, and create audio and/or video recordings of the same, which may contain the Materials (the "Recordings").

**8. LIKENESS.** I hereby grant to Expo the perpetual right to use my name, voice, likeness, and similar characteristics for the purpose of advertising, selling, using, and otherwise promoting Expo and my Session without any additional approval or compensation to me.

**9. REPRESENTATIONS AND WARRANTIES.** I represent and warrant that: (i) my Session and the materials are my own original material or material for which I have full authority to grant the rights in this Agreement; (ii) I have full authority to enter into this Agreement and grant the rights hereunder; and (iii) my fulfillment of my obligations set forth herein will not infringe on the rights of any third party.

**10. INDEMNIFICATION.** I assume full responsibility for and shall indemnify, defend and hold harmless Expo and its successors, assigns, parents and affiliates, and the officers, directors and employees of each of them, from and against any and all third-party claims, losses, actions, damages, expenses and all other liabilities, including, but not limited to, costs and reasonable outside attorneys' fees arising out of or in connection with (i) any of my acts or omissions in connection with my Session; or (ii) breach of any of my covenants, representations or warranties contained in this Agreement. This obligation to indemnify will survive the expiration or termination of this Agreement.

**11. GENERAL PROVISIONS.** Nothing in this Agreement establishes a partnership or joint venture between the parties. This Agreement may be executed by email, electronic signature or other electronic means, and so executed shall have the full force and legal effect as an original. The language of this Agreement shall be construed simply and according to its fair meaning, and shall not be construed for or against any party as a result of the source of draftsmanship.

By signing this Agreement, I acknowledge that I have completely read and fully understand the terms of this Agreement and I agree to be bound by its terms.

Speaker Signature:	Date:
Printed Name:	Email: