

# Rules and Regulations

## Compliance with Terms of Exhibit Space Rental

The Ontario Dental Association reserves the right to take such action and to make such changes as are considered necessary to the efficient and proper conduct of the exhibition and/or to protect the rights of the Ontario Dental Association.

Non-compliance with booth conditions and exhibitor rules and regulations as determined by the Ontario Dental Association can result in the removal of the offending exhibitor, the closing of his/her exhibit, and/or the refusal to allow the exhibitor to participate in future Ontario Dental Association events, without indemnity, and the Ontario Dental Association is released from any and all claims for damage which might result in consequence thereof.

Infractions identified at the meeting will be dealt with after the event and a penalty established, if deemed necessary, at the discretion of the Education Advisory Committee.

## Penalties for Violations

**Exhibitors who violate regulations will be subject to the following penalties as deemed appropriate by the Education Advisory Committee.**

**FIRST OCCURRENCE** – loss of the current year's Loyalty Points accumulation

**SECOND OCCURRENCE** – loss of half of the exhibiting company's accrued point accumulation

**THIRD OCCURRENCE** – loss of all of the exhibiting company's accrued Loyalty Points accumulation

**FOURTH OCCURRENCE AND/OR EXTREME VIOLATIONS** – loss of privileges to exhibit at future Ontario Dental Association events

**The Ontario Dental Association reserves the right to move directly to "fourth occurrence/extreme violations" level penalties for those violations which it deems as extreme (for example, but not limited to: theft, violence, sabotage of other exhibitors or the Ontario Dental Association, major disruption of the event, criminal activity).**

## Booth Restrictions

**a. Unlicensed Class II, III and IV medical devices are prohibited from being displayed and/or sold at the ASM.**

**b.** Flooring/carpeting used within the confines of a booth space should cover the entire area and not reveal concrete between the booth and the aisle carpet.

**c.** No flashing lights may be used on booths.

**d.** No advertising image may be projected to a surface outside the confines of an exhibitor's booth.

**e.** Robots, or other remote control devices must stay within the exhibitor's space.

**f.** Mascots must remain within the confines of an exhibitor's booth and must not roam the aisles.

**g.** The Ontario Dental Association does not assume responsibility for any charges for special or extra carpentry work, shelving, decorations, furniture, etc. for individual booths or exhibits.

**h.** No signs or other articles are to be fastened to walls or fixtures or electrical equipment. Use of thumb tacks, screws, bolts or any tool or material which will mark the floor or wall is prohibited.

**i.** Use of masking, clear packaging and plastic-based tape are prohibited. To secure booth flooring to exhibit floor, only cloth-based tapes such as Polyken are acceptable. Labour/repair charges will apply to remove prohibited tapes from the Convention Centre property.

**j.** The rear or back of a booth, if visible above the pipe and draping, must be covered or finished in such a manner as not to distract from those booths behind it.

**k.** No exhibitor shall, without the written permission of the Education Advisory Committee, assign, sublet, or apportion the whole or any part of the space allotted nor exhibit therein

any goods other than those manufactured or handled by the exhibitor in the regular course of his/her business or to take orders in the exhibitor's space for any such other goods.

**l.** Exhibitors must stay within the confines of their booth and not utilize the aisles for exhibit purposes or for solicitation of business.

**m.** If an exhibitor has booths on both sides of an aisle — no signs or structures above the aisle are permitted and the aisle may not be carpeted with the exhibitor's booth carpet.

**n.** Agents, solicitors and representatives of firms selling commercial products in connection with the Annual Spring Meeting will not be permitted to use sample rooms or space elsewhere in the Metro Toronto Convention Centre or the InterContinental Toronto Centre Hotel for display of their products. Advertising, solicitation and distribution of literature for commercial products is not permitted except in the exhibit halls and must be approved by the Education Advisory Committee.

**o.** The Ontario Dental Association reserves the right to prohibit the installation or enforce the removal of any exhibit which, in the opinion of the Ontario Dental Association or its designates, may be detrimental to the Annual Spring Meeting or to the interests of the Ontario Dental Association, or to cancel this contract at any time during the Annual Spring Meeting if any article exhibited hereunder is misrepresented.

**p.** The Ontario Dental Association reserves the right to restrict exhibits, which because of noise or any other reason become objectionable.

**q.** Any social event sponsored by an exhibiting company cannot take place at the Metro Toronto Convention Centre or InterContinental Toronto Centre Hotel during exhibit hours.

# Rules and Regulations

## Health Canada Regulations

In Canada, certain devices must have a Medical Device License before they are permitted to be sold. Prior to selling a device in Canada, manufacturers of Class II, III and IV devices must obtain a Medical Device License. Unlicensed Class II, III and IV medical devices are prohibited from being displayed and/or sold at the ASM.

## Payment of Booth Space

The rental amount is payment in consideration for the use by the Exhibitor of the area designated on the floor plan (the "Space") during the Annual Spring Meeting. The rental amount is stated according to rates quoted in the Exhibitor's Prospectus – Booth Rental Information (page 6). All payments for booth space must be received by the Association no later than January 15, 2018. For booth applications submitted after January 15, 2018, payment in full is due at the time of booking. The Ontario Dental reserves the right to re-allocate the 'Space' if payment is not received by the due date.

## Cancellation Policy

All cancellations must be submitted to the Ontario Dental Association in writing. Cancellations of booth space prior to February 10th, 2018 will be subject to a charge of \$1,000 per 10' x 10' booth space. No refunds will be given for cancellations received after February 10, 2018. In the event any irreconcilable dispute shall arise between any exhibitor or sponsor and the Ontario Dental Association, the Ontario Dental Association reserves the right to cancel the agreement between such parties and itself and to make such financial refunds, if any, in whole or in part, to the exhibitor/sponsor as the Ontario Dental Association in its sole discretion deems appropriate.

## Booth Staffing

The exhibitor must keep their exhibit open and properly staffed during the specified exhibit hours, and shall not close or remove the exhibit until the conclusion of the entire exhibition, unless otherwise directed by the Education Advisory Committee.

## Code of Conduct

The Ontario Dental Association is committed to maintaining an environment that encourages respect for the dignity of each individual. Discrimination, violence and/or harassment in any form, whether verbal, physical or environmental, which is directed toward a person's sex, race, age, marital status, disability, religion, national origin, sexual orientation, same-sex partnership status, or any other classification protected by law, is prohibited. The Ontario Dental Association considers violation of this policy a serious offence that will lead to penalties, which may include loss of privileges to exhibit at future Ontario Dental Association events.

## Exhibit Badges

- Exhibit badges will be allocated on the basis of 5 badges per 10' by 10' booth, unless otherwise covered by the provisions of a sponsorship agreement with the Annual Spring Meeting. Additional badges, if required, may be purchased at \$30.00 each.
- Exhibit badges are to be worn by the person named on the badge only, and are not to be transferred to anyone else.
- Exhibit badges must be worn to gain entry to the Exhibitors' Lounge on-site at the ASM.

For security and safety reasons, **EXHIBITOR BADGES MUST BE WORN AND VISIBLE AT ALL TIMES** during the ASM show hours. On-site security will be checking badges during the show. Individuals without badges may be asked to leave the show floor.

## Direct/Cash Sales/Handover of Goods

While orders for goods and services may be taken and payment made by cheque or credit card, no sales involving payment by cash may take place in the exhibit halls during the Annual Spring Meeting. There is to be no direct selling by exhibitors — goods may not be handed over during the Annual Spring Meeting, they must be delivered to the purchaser after the Annual Spring Meeting.

## Distribution of Materials, Samples, and/or Food

- Distribution of sample products for consumption must receive approval from the Metro Toronto Convention Centre. Forms for such approval are available from the Ontario Dental Association.
- Only bona fide exhibitors may distribute advertising materials at the Annual Spring Meeting, and this distribution of materials may only take place within the confines of their booth, and not in any public areas such as the aisles, escalators, registration area or Food Court. Any materials that are left in public areas will be confiscated by security.
- All food and beverage (alcoholic or non-alcoholic) items served in exhibit booths must be co-ordinated/purchased from the Metro Toronto Convention Centre's Catering Department.

# Rules and Regulations

## Insurance

### **Exhibitors are responsible for their own booth insurance; this is mandatory.**

The Ontario Dental Association is not responsible and/or liable in any way for any claim by a third party made on them for their fault or deemed negligence. The Ontario Dental Association will not be liable for any damage or theft of inventory.

Each vendor is required to have proof of a Certificate of Insurance that includes the following:

- Commercial General Liability Insurance with a minimum of \$2,000,000 in coverage
- Products and Completed Operations, Tenants Legal Liability and cross liability should be included in the General Liability
- Please ensure that the Ontario Dental Association is listed as an 'additional insured' with respect to this event.

### **Proof of exhibitor insurance is required prior to the move-in date.** Please send Certificates directly to:

[www.exhibitorinsurance.com](http://www.exhibitorinsurance.com).

2780 Hwy 7, Unit 103, Concord, ON L4K 3R9

Fax: 905-760-2260 | Email: [info@exhibitorinsurance.com](mailto:info@exhibitorinsurance.com)

## Exhibitor Liability

The Exhibitor agrees to assume and shall be expressly liable for any and all liability for the negligence or willful acts of omission by itself, its agents, servants and employees, including, without limitation, liability arising from any damage to floors (including carpeting), walls, columns, or to standard exhibit equipment at the Metro Toronto Convention Centre or to other exhibitors' property located thereat. The Exhibitor agrees that it will indemnify and hold harmless the Association from and against any and all losses, claims, suits, damages and liabilities of any kind caused by or arising from personal injury or property damage sustained by any person arising out of the transfer, installation, maintenance, removal or operation of the Exhibitor's exhibit or arising out of any breach or non-performance by the Exhibitor of any of the terms and conditions set forth in the Contract.

## Security, Responsibility for Loss or Damage

Neither the Ontario Dental Association nor the Metro Toronto Convention Centre is responsible for loss or damage which might ensue from any cause in connection with transfer, installation, maintenance or removal of exhibits. Neither the Ontario Dental Association nor the Metro Toronto Convention Centre will be responsible in any way for goods while on exhibit or in storage. Security guards will be on duty, but neither the Ontario Dental Association nor the Metro Toronto Convention Centre will assume responsibility for loss or damage caused to exhibitors by theft or otherwise. It is suggested that exhibitors

accompany their merchandise and/or goods to their booth if at all possible. The Ontario Dental Association has been advised that the greatest risk of theft occurs during set up and tear down. During tear-down, it is suggested that exhibitors stay with their exhibit until empty cartons are delivered and goods are packed, sealed and properly labelled.

To reduce the risk of theft, the Ontario Dental Association strongly advises that all valuable goods (especially those which may be easily concealed), be removed from the exhibit floor each day at the conclusion of the show. Televisions, computers and other electronic devices are also particularly vulnerable to theft. The Ontario Dental Association recommends that all remaining goods be covered with a fire-retardant cloth prior to leaving the floor each day.

## Electrical Information

### **Electricity is not included with booth fees and may be ordered directly from SHOWTECH Power and Lighting.**

- It is a requirement of Rule 2-022 of the Electrical Safety Code, a provincial regulation, that any electrical equipment which is being displayed, offered for sale or used in any show, convention or similar exhibition must be approved. The authority for enforcing this regulation is vested in the Electrical Safety Authority.
- It is the responsibility of each exhibitor to ensure that all electrical equipment in, on, or about his/her booth complies with the above regulation. This includes electrical merchandise as well as lighting and display equipment.
- Please contact SHOWTECH Power and Lighting with respect to dealing with electrical equipment for which approval is sought.
- One of the fundamental requirements for Canadian Standards Association certification is that appropriate approvals markings (CSA monogram or label) appear on each device. If such markings are missing, the device must be considered unapproved and, therefore, subject to special inspection and possible removal.
- If you wish to display, offer for sale, or use, any electrical equipment which is not now certified by the Canadian Standards Association, it is first necessary to submit same to the Electrical Safety Authority for approval by means of their special inspection services.
- Should any of this equipment not conform, it is recommended that you request temporary permission to exhibit while the necessary electrical approvals certification is being sought.
- Failure to comply with the above could result in the equipment being refused connection to the source of electrical supply and removal from the display.

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## Fire Safety

Exhibitors must meet the requirements as set out in the Metro Toronto Convention Centre's Fire Regulations for Exhibitors. The requirements contained in the Fire Regulations for Exhibitors and the Ontario Fire Code will be strictly enforced by the Fire Safety Director of the Metro Toronto Convention Centre and the Toronto Fire Prevention Division. Exhibitors are required to complete and submit the Centre's "Fire Safety Reply" form.

All aisles must be kept clear and all exits to fire stairs unobstructed. All drapes, table coverings and paper used for decorating purposes must be fire-retardant. Dust covers, if required, must be supplied by the exhibitors and must be fire-retardant.

## Professional Ethics and Standards with Respect to Exhibits

All exhibitors are required to conduct themselves within full compliance of the Canadian Health Protection Branch (HPB), Workplace Hazardous Materials Information System (WHMIS), and manufacturers' regulations, specifications and warranties related to the sale and distribution of health care products at the Ontario Dental Association's Annual Spring Meeting. Dental exhibitors selling outdated, distressed, incomplete or repackaged products regulated by Health Canada's Health Products and Food Branch, Therapeutic Products Directorate, Medical Devices Bureau, may lose their right to exhibit at future Ontario Dental Association Annual Spring Meetings.

All exhibitors are required to comply with Ontario Dental Association By-laws and/or Ontario Dental Association policy and must not exhibit and/or display such products or services that would constitute the promotion of a product known to be hazardous to health.

All exhibitors are expected to operate in a fair, respectful manner towards fellow exhibitors and the Ontario Dental Association. Interference with, sabotage of, or theft from another exhibit or the Ontario Dental Association is strictly prohibited and may be subject to penalties for extreme violations as listed above under the "Penalties for Violations" section on page 16.

## Disclaimer

All matters not covered in these booth conditions are subject to the decision and control of the Education Advisory Committee of the Ontario Dental Association notwithstanding anything in the application for space or contained in these conditions. The Ontario Dental Association expressly reserves the right to change the dates or hours but not to reduce the aggregate time of the meeting; to transfer the meeting to another building if, for any reason, the Metro Toronto Convention Centre should not be available; to change the floor plan or alter the location and/or reduce the size of the Exhibitor's space, if in the opinion of the Ontario Dental Association's Education Advisory Committee, it should be necessary to do so.

## Default by the Ontario Dental Association

If, for any reason, the exhibition cannot be held as proposed or the Ontario Dental Association fails to fulfill its commitments as set out in the enclosed provisions or contract, the Ontario Dental Association (it's members, officers, officials, agents and/or employees, and other participants, sponsors and advertisers) shall be released from any physical or monetary damage claim by reimbursing only the amounts received from exhibitors for booth space and sponsorship fees. The Ontario Dental Association shall not be held liable or responsible for any loss or inconvenience of any kind caused by the water system being shut down, a power outage, a disruption in heating, lighting, air conditioning, telecommunications or any other service for reasons beyond its control caused by war, strike, riot, crime, terrorism or an Act of God.

## Privacy

The information collected from exhibitors will be used by the Ontario Dental Association for the purpose of processing your payments for exhibit space rental and for no other purpose. The Ontario Dental Association is committed to protecting the privacy of your personal information. Our privacy policy and further information regarding the collection, use and disclosure of personal information can be viewed at [www.oda.ca](http://www.oda.ca) or by contacting our Chief Privacy Officer: Tel: 416-922-3900 or 1-800-387-1393 E-mail: [info@oda.ca](mailto:info@oda.ca)