

STC Conference Terms and Conditions

By registering for the SUNY Technology Conference, exhibitors accept and agree to abide by these terms and conditions as well as all other Conference information and instructions provided by the STC Planning Committee.

Confirmation: Exhibitor participation in the Technology Exhibition and exhibitor level are confirmed only when:

1. Exhibitor has submitted its online registration, agreeing to the STC Conference Terms and Conditions
2. Payment has been received by STC for all expenses associated with the Technology Exhibition and exhibitor levels, as well as for any outstanding debts for participation in previous STC conferences
3. A confirmation email confirming receipt of payment will be sent to the Primary Contact.

No Hospitality Activities: The SUNY Technology Conference requires that exhibitors refrain from providing hospitality activities or other private/individual offerings that would conflict in any way with Conference sessions, exhibitor presentations, the Technology Exhibition, or any other Conference activities.

Prices, Payment: Pricing for exhibitor levels are as indicated in official STC documents located on the STC website. **Payment is due within 30 days of the date registered.** Upon successful completion of the online registration process, a confirmation email will be sent to the Primary Contact. This email will serve as your Official Invoice. Registration and exhibitor levels are not confirmed until full payment is received. Payment must be in the form of a check, payable to “SUNY Computing Officers Association”, or by Credit Card at the time of registration. For this year only the 3% credit card processing fee will be waived.

Virtual Booth Space: Will be determined by the exhibitor level and the capabilities of the conference application being used.

Virtual Booth Fees: All fees are indicated on the online Exhibitor Registration site.

Each exhibitor participating in the Technology Exhibition will be charged the display booth fee. There are **no** in-kind arrangements available.

Exhibitor Access: Will be provided after full payment is received. At which time the exhibitor must work with the STC planning committee to setup and configure their booth.

Right to Revoke Exhibitors Access: Exhibitor understands and agrees that its attendance and participation in the Virtual Technology Exhibit must comply with these Terms and Conditions. If STC determines that an exhibitor is not in compliance with these Terms and Conditions, STC has the full authority to revoke the exhibitor’s access from the virtual conference application without refund and without liability to STC, inclusive of denying participation in future conferences.

Company Logo: As a registered SUNY Technology Conference (STC) metal level exhibitor (**Platinum, Gold**) you give the STC Planning Committee permission to use your company logo on the STC website and in other electronic conference publications and communications, exclusively in connection with your metal level and the SUNY Technology Conference.

Endorsement: Unless expressly indicated otherwise, STC does not endorse or assume responsibility for any exhibitor and/or its products and services. Participation in the Technology Exhibition does not imply such endorsement. Exhibitors may not advertise or otherwise represent that STC endorses its products and services.

Cancellation by Exhibitor: If Exhibitor cancels its participation in STC 2021 after (**May 23rd, 2021**) the Exhibitor will be charged 100% of the fees that would have been due for its participation in the Conference. However, liability for such fees will be reduced in whole or in part if STC is able to replace such participation with that of another exhibitor.

Cancellation, Termination or Postponement by STC: If, in the event of any unforeseen occurrence, STC 2021 is canceled, postponed, or terminated early, exhibitor hereby waives any claim against STC or SUNY for damages or expenses. No monies will be returned if the dates and/or location are changed by STC, but exhibitor will be assigned space to be used under these same terms and conditions at the new dates and/or location. Neither STC nor SUNY shall be financially liable in the event the Conference is interrupted, canceled, moved, or dates changed.

Americans with Disabilities Act: Exhibitor warrants that its exhibition design, product/service information, and use of booth space at STC 2021 will be in compliance with the Americans with Disabilities ACT (ADA) and accepts full responsibility for compliance with the ADA and shall indemnify, defend and hold harmless STC, SUNY, its trustees, officers, employees and agents from and against any and all claims and expenses, including attorney's fees and costs, arising out of or related to Exhibitor's violation of this term or noncompliance with any provision of the ADA. Exhibitor will notify STC and the Conference Center in writing of any disabled person(s) affiliated with Exhibitor who may be attending STC 2021 and specify the special needs of such person(s) should they exist. Such notice will be given no later than fourteen (14) calendar days before the start of the Conference.

Indemnification/Limitation of Liability: Exhibitor, on the one hand, and STC, SUNY, on the other hand, assumes full responsibility for their respective acts, omissions and conduct of their representatives, agents and contractors. Exhibitor agrees to indemnify, hold harmless and defend STC, SUNY, its officers, trustees, employees and agents from and against any and all third party claims, losses, damages, governmental fines or penalties, and costs or expenses (including court costs, interest and attorney fees) of any kind whatsoever directly arising from any negligent acts or omissions of Exhibitor that results in bodily injury, including death, or damage to real or tangible personal property.

Should either party be prevented from or delayed in performing any act required of it hereunder and such prevention or delay is caused by disruption due to construction activities, strikes, labor disputes, Acts of God, war, terrorism, government restrictions, judicial orders, fire or other casualty, civil commotion, recognized health threats as determined by the World Health Organization, the Centers for Disease Control, or local government authority or health agencies (including but not limited to the health threats such as COVID-19, H1N1, or similar infectious diseases), both parties will be held harmless of any and all liabilities.

Compliance with Applicable Rules and Laws: Both parties agree to abide by all applicable rules, regulations, and state and local laws that may be applicable, including fire and safety regulations.

Severability/Waiver: If any of these Terms and Conditions are held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby. Waiver by either party of any Term or Condition shall not constitute a waiver of any other Term or Condition or of that same Term or Condition at another time.

Mediation: In the event of any dispute, controversy or claim arising out of or relating to these Terms and Conditions, or the breach or validity of them, the parties shall first attempt to resolve the matter over a period of at least 30 days before resorting to formal dispute resolution, except that equitable remedies may be sought immediately.

Choice of Law: These Terms and Conditions will be construed under the laws of the State of New York.

Disclaimers:

Exhibitor conference participation and exhibitor levels have no relationship to or effect on SUNY product evaluation, selection processes, or contracting.

SUNY COA/TOA/EDTOA makes no expressed or implied guarantees of levels of conference and showcase attendance.

SUNY COA/TOA/EDTOA reserves the right to refuse registration for future conferences to any exhibitor that violates the Conference/Exhibition Information and Terms and Conditions specified for this Conference.

By submitting a registration, exhibitor agrees to comply with all Conference/Exhibition Information and Terms and Conditions specified for this Conference