

## GENERAL RULES AND REGULATIONS

These “General Rules and Regulations” apply to all sponsors and exhibitors (each, a “Sponsor/Exhibitor”) at this conference (“BCBSA Conference”). Your organization will be referred to as “Sponsor/Exhibitor” or “you,” Blue Cross and Blue Shield Association will be referred to as “BCBSA” or “Show Management,” and the facility where this BCBSA Conference is held will be referred to as the “Facility.”

**1. Payments and Refunds.** A deposit (“Deposit”) in the amount of seventy-five percent (75%) of the total fee for all of Sponsor’s/Exhibitor’s sponsorship opportunities (“Sponsorships”) and booth or other exhibit space(s) (collectively, “Exhibit Space”) must be paid within fourteen (14) days after BCBSA’s receipt of the contract signed by Sponsor/Exhibitor. The Deposit is not refundable, except as provided below in this Section. The remaining twenty-five percent (25%) of the total fee must be paid by no later than February 3, 2017. Badge cancellations made after April 11, 2017 are non-refundable, although name substitutions will be allowed; see Section\_4\_ for more details.

Applications for Sponsorships and Exhibit Space will be accepted until all Sponsorship opportunities and Exhibit Spaces are sold. Every reasonable effort will be made to accommodate Sponsor’s/Exhibitor’s location preference. Upon Exhibit Space assignment, Sponsor/Exhibitor will receive a confirmation letter informing Sponsor/Exhibitor of the assigned booth number (or other space identification) and other pertinent information concerning the BCBSA Conference.

Sponsor/Exhibitor will not be allowed to set up its exhibit until BCBSA has received full payment of the total fee. Payments may be made by check or money order payable to “Blue Cross and Blue Shield Association” and sent to Blue Cross and Blue Shield Association Conferences, 75 Remittance Drive, Suite 3091, Chicago, IL 60675-3091. Payments may also be made by credit card (MasterCard, Visa, and American Express accepted) or via wire transfer. Payment information will be set forth on the invoice. Sponsor/Exhibitor hereby acknowledges and agrees that Show Management shall have the right to reassign, lease, and/or take possession of the Exhibit Space in the event Sponsor/Exhibitor fails to pay the total fee on or before February 3, 2017, or otherwise fails to comply with any term or condition set forth under these General Rules and Regulations.

Without limiting the foregoing, Sponsor/Exhibitor acknowledges that BCBSA will incur external costs for production of print materials, promotional materials, and other items for this BCBSA Conference that may contain Sponsor/Exhibitor’s name, logo, and other information, beginning no later than three (3) months before the start date of this BCBSA Conference; and Sponsor/Exhibitor agrees that if Sponsor/Exhibitor cancels or downsizes within that three (3) month window before the start date of this BCBSA

Conference, then in addition to other provisions of these General Rules and Regulations, Sponsor/Exhibitor will also be liable for all costs incurred by BCBSA to re-produce all such items without Sponsor/Exhibitor's name, logo, and other information (e.g., to have new banners, lanyards, etc. made without Sponsor/Exhibitor's name, or to print new agendas or Exhibit Hall maps without Sponsor/Exhibitor's name, etc.).

BCBSA will refund all of Sponsor/Exhibitor's payments for Sponsorship(s) and Exhibit Space only if BCBSA cannot or will not provide exhibit or booth space to Sponsor/Exhibitor due to the occurrence of: (A) any "Force Majeure" event (defined as any natural disaster, riot, insurrection, electrical or communications failure, explosion, strike, or any other cause beyond BCBSA's reasonable control); (B) if Show Management exercises its right to reject or rescind any application and/or contracts (including fully executed contracts) with any Sponsor/Exhibitor or company (including its subsidiaries and affiliates) determined by Show Management, in its sole discretion, to be a national or local competitor of BCBSA or any Member Plan or Licensed Affiliate (defined below in Section 4) or to be other than in good standing with BCBSA or any Member Plan or Licensed Affiliate; or (C) as specifically provided below in Section 2 (entitled, "Requests for Cancellations or Downgrades of Exhibit Space"), Section 3 ("Blue Brand Policy"), Section 6 ("Exhibit Space Displays; No Sharing"), and Section 8 ("Installation and Removal").

## **2. Requests for Cancellations or Downgrades of Exhibit Space.**

Any request for Exhibit Space cancellation or downgrades by Sponsor/Exhibitor shall be made in writing to Show Management at Exhibitors@bcbsa.com. The Deposit is non-refundable; a refund of the remaining balance paid of the total fee will be made, but only if the written request is received by BCBSA no later than February 3, 2017. If granted, any Sponsor/Exhibitor requesting to downgrade its Exhibit Space will be

responsible for all costs associated with the new Exhibit Space size and an additional \$4,000 downgrade fee per 10' x 10' space forfeited. After the final payment deadline of February 3, 2017, no refunds will be issued for cancellation or downgrade of any Exhibit Space. Sponsor/Exhibitor may be required to move locations if a downsized Exhibit Space is requested; the new location will be determined in Show Management's discretion.

**3. Blue Brand Policy; Media Use.** Sponsor/Exhibitor shall not use the BLUE CROSS or BLUE SHIELD words, symbols, trademarks, service marks, or make any references to Blue Cross and Blue Shield Association, its Member Plans, "the Blues" or "Blue" in any manner, including but not limited to literature, pamphlets, websites, social media sites, electronic media, communications (on-site, pre- and post-), or content in any Exhibit Space. Any materials distributed, communicated, or displayed at a BCBSA Conference in violation of this Section will be removed immediately, and Sponsor/Exhibitor may be banned from participating in the BCBSA Conference, as well as all future BCBSA Conferences and events. Other actions may be taken by BCBSA, as BCBSA deems appropriate.

If Sponsor/Exhibitor is a Blue licensed affiliate of a BCBS Plan, then it may be identified in BCBSA Conference materials as well as in their respective Exhibit Space content as "Licensee-owned," at the sole discretion of BCBSA, without further reference to the Blue Brands or such Licensee-owned Sponsor/Exhibitor's relationship with BCBSA or any Blue Licensees or Licensed Affiliates.

Each BCBSA Conference is a private, confidential, invitation-only event. Accordingly, the following traditional and social media are not allowed: a) Distribution of press releases regarding the BCBSA Conference and/or Sponsor/Exhibitor's participation therein; b) Any mention of any aspect of the BCBSA Conference or variation thereof on social media, including but not

limited to Twitter, Facebook, or any other social media properties; c) Creation and/or use of any hashtag using the name of this BCBSA Conference (e.g., National Summit) or variation thereof; d) Creation of web pages (including but not limited to Facebook, website, etc.) devoted to providing information about any aspect of the BCBSA Conference and/or Sponsor/Exhibitor's participation therein; e) Reference to dates, location, agenda, attendees, or other information pertaining to the BCBSA Conference; f) Providing links to any materials from the any BCBSA Conference (including but not limited to any web page with agenda or registrant information) in any of Sponsor's/Exhibitor's materials. Other restrictions on media use appear in Section 4 (entitled, "Session Attendance, Photography, and Recordings; Media Policy").

Without limiting the foregoing, Sponsor/Exhibitor is allowed to make mention of the "2017 National Summit" in materials, consistent with the following acceptable examples:

- "XYZ Company is a proud Gold Sponsor of the 2017 National Summit."
- "Stop by our booth #1000 at the 2017 National Summit."

Sponsor/Exhibitor will not use any cross design logos or shield design logos (or logos giving the commercial impression of a cross or shield) containing or in the color blue (or the commercial impression of the color blue), or any other marks or design logos that are confusingly similar to the BLUE CROSS and/or BLUE SHIELD trademarks or design logos, or derivatives thereof. Without waiving any other rights, any Sponsor/Exhibitor using any marks or logos deemed by BCBSA to be confusingly similar to BCBSA's marks may be refused exhibition or sponsorship rights. To the extent Sponsor/Exhibitor has executed and is in compliance with a written settlement with BCBSA legal counsel regarding a disputed mark or logo, that Sponsor/Exhibitor shall

not be deemed in violation of this provision. Termination or withdrawal as a result of this provision will not entitle Sponsor/Exhibitor to a refund of the deposit or other fees, or alter any payment requirements in accordance with any other provision. Please submit any questionable Exhibitor or Sponsor logos to BCBSA for review as soon as possible.

There are no exceptions. If the policies described in this Section are violated, all non-compliant materials will be removed from the Exhibit Space and Sponsor/Exhibitor's right to exhibit and/or participate in this BCBSA Conference and/or other BCBSA conferences may be revoked.

**4. Session Attendance, Badges, Photography, and Recordings; Media Policy.** Absolutely no audio or visual recordings, in any media, are allowed, except within the Exhibitor Space; and then only to the limited extent permitted by BCBSA pursuant to the Media Policy set forth below in this Section and other regulations that appear above in Section 3 (entitled, "Blue Brand Policy").

Each badge may be used only by a single, unique individual during the course of this BCBSA Conference and may not be shared between multiple individuals; for example, if Sponsor/Exhibitor's Exhibit Space will be staffed by John Doe on Monday and Jane Smith on Tuesday, then that Sponsor/Exhibitor must purchase two separate badges and cannot share a single badge between these two individuals.

Sponsor/Exhibitor is prohibited from distributing any BCBSA Conference passes or badges to any persons other than current, trustworthy, full-time employees (not part-time or contingent staff, consultants, or other third parties) of that Sponsor/Exhibitor itself (not those of its parent, subsidiaries, affiliates, or other third parties). Show Management reserves the right to prioritize and/or limit attendance at BCBSA Conference sessions to BCBSA

Conference registrants and to exclude Sponsor/Exhibitor and its representatives from attending any or all BCBSA Conference sessions. Show Management also reserves the right to require proof of the attendee's qualifications to attend any Open, Blue-Only, or Blue Lawyer-Only Session(s), including but not limited to a badge that states the Blue Plan's name, a business card that includes a Blue Plan's physical address as well as a valid email address, and such other information verifying that attendee's qualifications to attend that particular session as Show Management, in its sole discretion, may deem fit.

Attendance at "Open" Sessions is open to all paid BCBSA Conference attendees and Sponsor/Exhibitor employees (to the extent permitted at their Sponsorship Level and properly badged). Attendance at "Blue-only" or "Blue Plans-only" sessions, however, is restricted as follows:

**(a) Blue-Only Sessions.** Attendance at "Blue-Only" Sessions is restricted to employees (not contingent staff, consultants, or other third parties) of: (i) BCBSA; (ii) Licensees, as defined in the paragraph below; and (iii) the following entities, only: (A) GeoBlue; (B) 4 Ever Life Insurance Company; (C) Consortium Health Plans, Inc.; (D) NASCO; (E) Prime Therapeutics, LLC; (F) CoreLink Administrative Solutions LLC; (G) Dental Network of America, LLC; and (H) Hallmark Services Corporation; and (I) such other entities which may have a written agreement signed by BCBSA to allow them to purchase products and services as a Member of BCBSA's General Purchasing Organization. Attendance by any other persons is subject to approval on an individual basis by BCBSA Legal, in its sole discretion.

For all purposes herein, a "Licensee" is an entity that holds a license issued by BCBSA authorizing that entity to use the Blue Cross and/or Blue Shield brands and mark(s); and is limited to "Primary Licensees" (the 36 Blue

Plans) and their respective controlled affiliate licensees ("Licensed Affiliates"), only.

All Licensees and their Licensed Affiliates must comply with the terms of their respective license agreement, BCBSA's standards and guidelines (Guidelines to Administer Membership Standards Applicable to Regular Members and Guidelines to Administer the Controlled Affiliate License Agreement[s] and Standards), and Brand usage rules (The Brand Book). Sponsors/Exhibitors owned by Licensees or Licensed Affiliates may be identified as such, at the sole discretion of BCBSA, as described above in Section 3 (entitled, "Blue Brand Policy").

**(b) Blue Lawyer-Only Sessions.** Attendance at "Blue Lawyer-Only" Sessions is restricted to: (i) in-house counsel employed by BCBSA or its Licensees; and (ii) those attorneys who are identified on the program as presenters for that particular session. Attendance by any other persons is subject to approval on an individual basis by BCBSA Legal, in its sole discretion.

**(c) BCBSA Media Policy.** Recording, through any media, of any portion of any presentations and/or conversations conducted at or during any BCBSA Conference, is strictly prohibited, without prior written consent from BCBSA identifying the specific individual or company allowed to make the recording, the recording medium to be used, and the specific presentation or conversation that BCBSA has permitted that individual or company to record. Without limiting the foregoing, and by way of illustration, only, this prohibition applies to any and all recording media (including, but not limited to, audiotape, videotape, film, and the memory of any device), and includes, without limitation, any and all recording devices (including, but not limited to, cameras, cellular phones, cellular phone

components, Bluetooth, laptop computers, tablets, and all other types of digital and recording devices).

Further, any material recorded after receiving BCBSA's prior written consent (as described above) is prohibited from being posted, broadcast, streamed or communicated, in whole or in part, on any media (including but not limited to any websites, web pages, social media sites, and any other electronic media, as well as any and all print, media, broadcast media, and other media or communications means), without prior written consent of BCBSA identifying the specific individual or company allowed to so use the recording, and the permitted purpose, location, and duration of any such post, broadcast, stream, or other communication of such recording.

Failure to adhere to this policy may result in immediate removal from the BCBSA Conference, with confiscation of all conference materials and unauthorized recordings as well as other potential consequences, together with recovery of all associated costs and reasonable attorney's fees incurred by BCBSA in furtherance of compliance with this policy.

**5. Location of Exhibit Space.** Exhibit Space locations will be determined solely at the discretion of Show Management, subject to availability on a first-come, first-served basis. Show Management reserves the right to modify the floor plan and any exhibit or space assignments, at any time, as necessary to meet the needs of Show Management or any other Sponsor/Exhibitor.

**6. Exhibit Space Displays; No Sharing.** All demonstrations or promotional activities must be confined to the limits of the Exhibit Space assigned to Sponsor/Exhibitor by BCBSA. Sufficient space must be provided within the Exhibit Space for the comfort and safety of persons attending the BCBSA Conference, including those watching

Sponsor's/Exhibitor's demonstrations and other promotional activities. Sponsor/Exhibitor is responsible for keeping the aisles near its Exhibit Space free of congestion. Any Sponsor/Exhibitor materials found outside of the Exhibit Space will be removed and may affect the Sponsor's/Exhibitor's participation in future BCBSA Conferences. Additional requirements on arrangement of the Exhibit Space and its contents are set forth in Section 9 ("Arrangement of Exhibit Space and Contents") and elsewhere in these General Rules and Regulations.

Sponsor/Exhibitor shall not assign, sublet, share, substitute, or co-habit the Exhibit Space with any another subsidiary, affiliate, agent, contractors/subcontractors, assignees, or other person or entity. Exhibit Space, regardless of size, shall showcase only BCBSA approved products or services of Sponsor/Exhibitor. Co-locating or substitutions are not permissible. Any attempt to assign, sublet, share, or substitute will be deemed a violation of these General Rules and Regulations. Further, Sponsor/Exhibitor may show only products and/or services dealt in Sponsor's/Exhibitor's regular course of business. Showing of products and/or services of Sponsor's/Exhibitor's parent, subsidiaries, affiliates, or other third parties is strictly prohibited, and deemed a violation of these General Rules and Regulations. Should an article of a non-exhibiting person or entity be required for operation or demonstration in an Sponsor's/Exhibitor's display, their identification in connection with each such article shall be limited to the usual and regular nameplate, imprint or trademark under which same is sold in the general course of business, and is subject to Show Management's prior approval, in its discretion. Persons or entities that have not been assigned Exhibit Space by Show Management will not be permitted to solicit business in the exhibit areas or elsewhere during any BCBSA Conference, without prior written consent from Show Management.

Show Management, at its sole discretion, may refuse Exhibit Space assignment or rental to Sponsor/Exhibitor if Sponsor's/Exhibitor's display of products or services, in Show Management's sole discretion, is not compatible with the general character and objectives of the BCBSA Conference.

Show Management reserves the right to restrict the operation of, or evict completely, any materials which, in Show Management's sole discretion, detract from the general professional character of the exposition as a whole. This includes, but is not limited to, Exhibit Space contents or display materials which, because of noise, flashing lights, method of operation, display of unsuitable materials, or otherwise is determined by Show Management to be objectionable to the successful conduct of the exposition as whole. Use of so-called "barkers" or "pitchmen" is strictly prohibited. All demonstrations or other promotional activities must be confined to the limits of the Exhibit Space. Sufficient space must be provided within the Exhibit Space for the comfort and safety of persons watching demonstrations and other promotional activities. Sponsor/Exhibitor is responsible for keeping the aisles near its Exhibit Space free from congestion caused by demonstrations or other promotions.

**7. Sponsor/Exhibitor Authorized Representative.**

Sponsor/Exhibitor must name one (and only one) individual to serve as Sponsor's/Exhibitor's direct point of contact ("Authorized Representative") in connection with installation, operation, and removal of Sponsor's/Exhibitor's exhibit. The Authorized Representative, and all other of Sponsor/Exhibitor's attendees at the BCBSA Conference, shall be full time employees (not part time or contingent staff, consultants, or other third parties) of Sponsor/Exhibitor (not that of its parent, subsidiaries, affiliates, or other third parties). The Authorized Representative shall have full legal authority to act on behalf of Sponsor/Exhibitor, including, without limitation, to enter into any

contracts in connection with Sponsor's/Exhibitor's duties and responsibilities hereunder. Sponsor/Exhibitor shall assume responsibility for all acts and omissions of its Authorized Representatives and other representatives at the BCBSA Conference. All Sponsor/Exhibitor representatives shall wear badge identification furnished by Show Management at all times while they are in the Exhibit Space. Show Management reserves the right to further restrict or to limit the number of Sponsor/Exhibitor representatives.

**8. Installation and Removal.** Show Management reserves the right to fix the times for installation and removal of the Exhibit Space and its contents, which will be before and after the BCBSA Conference officially opens and closes. Installation of all exhibits must be fully completed by 10 a.m. on May 10, , 2017 , unless otherwise agreed in writing by BCBSA. Any Exhibit Space not claimed and occupied by 10 a.m. on May 10, 2017 will be deemed forfeited and may be re-sold or reassigned, in BCBSA's sole discretion. Without limiting the foregoing, no Sponsor/Exhibitor will be allowed to dismantle or repack any part of its exhibit until after the closing of the show at 2:30 p.m., May 11, 2017. Sponsor/Exhibitor is solely responsible for installing and dismantling the Exhibit Space and its contents in accordance with these General Rules and Regulations. Violation of this Section may result in removal from the BCBSA Conference without refund, will jeopardize Sponsor's/Exhibitor's participation in future BCBSA Conferences, and may result in other action by BCBSA.

**9. Arrangement of Exhibit Space and Contents.** Sponsor/Exhibitor will be provided with an "Exhibitor Kit" that describes the type and arrangement of Exhibit Space (including but not limited to restrictions on height, width, and depth of Sponsor/Exhibitor's displays within the Exhibit Space) and the standard equipment provided by Show Management. Suspending any materials from the ceiling or posts of the Exhibit Hall ("Rigging") is strictly forbidden, except to the limited extent that BCBSA may

approve in writing in association with permissible signage for a certain Sponsorship level. Exhibit Space shall be arranged and constructed in accordance with these General Rules and Regulations, together with all additional provisions contained in the Exhibitor Kit. Any Exhibit Space or contents that fail to conform to these General Rules and Regulations and the Exhibitor Kit guidelines, in the sole opinion of Show Management, may result in removal from the BCBSA Conference without refund and will jeopardize Sponsor's/Exhibitor's participation in future BCBSA Conferences.

**10. Sponsor/Exhibitor Plan Review.** Sponsor's/Exhibitor's construction plans and layout arrangements for peninsula or island Exhibit Spaces, or involving other unusual construction features, must be submitted to BCBSA for approval at least sixty (60) days prior to the opening of the BCBSA Conference.

**11. Compliance with Laws.** Sponsor/Exhibitor shall be responsible for keeping the Exhibit Space neat, staffed and orderly at all times. Sponsor/Exhibitor shall comply with all applicable federal, state and local laws, ordinances and regulations, including but not limited to those pertaining to health, fire prevention, public safety and all other activities and communications related to the BCBSA Conference (collectively, the "Laws"). Compliance with such Laws is mandatory for all Sponsor/Exhibitor and the sole responsibility is that of the Sponsor/Exhibitor. Show Management and service contractors have no responsibility pertaining to the compliance with Laws as far as individual Sponsor's/Exhibitor's Exhibit Space, contents, and operation is concerned. Should a Sponsor/Exhibitor have any question as to the application of such Laws to Sponsor's/Exhibitor's exhibit or display, Show Management will endeavor to answer them. All Exhibit Space contents and decorations (including but not limited to carpeting) must be flameproof and all hangings must clear the floor. Butane, bottled gas, or any other flammable or explosive material are not permitted; except for cooking

demonstrations, to the extent that Show Management, in its sole discretion, may agree in advance in writing. Electrical wiring must conform to National Electrical Code Safety Rule and all other applicable Laws. Failure to comply with any Laws or safety regulations, or any acts or omissions by Sponsor/Exhibitor that may otherwise may create a fire or safety hazard, in the sole opinion of Show Management, may result in removal from the BCBSA Conference without refund and will jeopardize Sponsor's/Exhibitor's participation in future BCBSA Conferences; further, Sponsor/Exhibitor will remove the contents of the Exhibit Space, at Sponsor's/Exhibitor's expense. Sponsor/Exhibitor shall comply with all other rules and regulations as may be required by the Facility. If unusual equipment or machinery is to be installed, or if appliances that might come under fire, electrical, or other safety codes are to be used, Sponsor/Exhibitor must advise Show Management no later than one (1) month in advance of the BCBSA Conference, to facilitate both information and compliance with the foregoing and any additional requirements of the Facility.

For their own safety and protection, persons under twenty-one (21) years of age shall not be admitted to any BCBSA Conference areas.

**12. Storage of Packing Crates and Boxes.** Sponsor/Exhibitor shall not be permitted to store packing crates and boxes in the Exhibit Space during the period between the official opening and closing of all Exhibit Hall activities at the BCBSA Conference. Sponsor/Exhibitor must properly mark and identify all crates and boxes, which will then be stored and returned to the Exhibit Space by Show Management's service contractors. Crates or boxes that are not properly marked and identified may be destroyed at BCBSA's sole discretion. Show Management assumes no responsibility for the contents of crates or boxes labeled with improper or inadequate identification or those labeled as "empty." Crates, boxes, or other materials unclaimed by Sponsor/Exhibitor after the official closing of all Exhibit Hall

activities will be removed by Show Management, at that Sponsor's/Exhibitor's expense, and Sponsor/Exhibitor will be billed by Show Management for their removal at prevailing costs for time and materials.

**13. Drawings and Giveaway Prizes.** All BCBSA employees and contingent staff are prohibited from participating in any drawings or contests; further, most other attendees cannot accept items valued over \$50 due to their own compliance regulations. For those reasons, any drawings, giveaways, or other incentives offered to BCBSA Conference registrants by Sponsor/Exhibitor must be approved in advance by Show Management. To the extent permitted by Law and so approved by BCBSA, all Sponsor/Exhibitor is welcome to have drawings and/or giveaways in its Exhibit Space, subject to the following conditions: (a) BCBSA employees and contingent staff cannot participate; (b) any drawing or giveaway prize must not exceed \$250 in value; (c) any prizes of store specific gift cards (e.g., Starbuck's or Amazon gift cards) must not exceed \$10; and (d) no prizes of cash or cash equivalents (such as prepaid credit cards, e.g., Visa gift cards) will be allowed. Sponsor/Exhibitor shall organize the giveaways and drawing prizes fairly for all attendees and will be solely responsible for their distribution to winners; Show Management shall not be responsible for announcing or distributing any prizes during or after the BCBSA Conference.

**14. Literature Distribution.** All demonstrations or other activities must be confined to the limits of the Sponsor's/Exhibitor's Exhibit Space. Distribution of circulars may be made only within the space assigned to the Sponsor/Exhibitor distributing such materials. No advertising circulars, catalogs, folders, or devices shall be distributed by Sponsor/Exhibitor in the aisles, meeting rooms, registration areas, lounges, or grounds of the host Facility. Any literature found outside of a Sponsor's/Exhibitor's Exhibit

Space will be removed and may affect the Sponsor's/Exhibitor's participation in future BCBSA Conferences.

**15. Live Animals.** Live animals are prohibited, with the exception of service animals.

**16. Sales.** All sales transacted at the BCBSA Conference must be accompanied by a receipt.

**17. Sound.** Microphones are not permitted. Exhibits which include the operation of musical instructions, radios, sound projection equipment, or any noisemaking machines must be conducted or arranged so that the noise and attention resulting from the demonstration will not cause the aisles to be blocked and will not annoy or disturb adjacent Sponsors/Exhibitors and their patrons. To use any noisemaking exhibits, Sponsor/Exhibitor must secure Show Management's written approval at least thirty (30) days before the exhibition opens.

**18. Conflicting Events.** Sponsor/Exhibitor agrees not to extend invitations to, call meetings with, or otherwise solicit the attendance of any BCBSA Conference registrants to any meeting, gathering, or social event during the period between the official opening and closing of the BCBSA Conference, including but not limited to invitations to hospitality suites, refreshments, meals, receptions, or other activities (collectively "Sponsor/Exhibitor Events"), without the prior written consent of Show Management on scheduling considerations (so as not to conflict with official BCBSA Conference activities), and then only with the understanding that the Sponsor/Exhibitor is solely responsible for all such Sponsor/Exhibitor Events. Scheduling of Sponsor/Exhibitor Events (whether located in the hotel or elsewhere) must be approved in advance by Show Management.



The primary purpose of the BCBSA Conference is to allow attendees to participate in BCBSA Conference activities set forth on the official BCBSA Conference Schedule and Agenda. Under no circumstances shall any Sponsor/Exhibitor Event conflict with BCBSA Conference activities (including but not limited to educational seminars, functions, Exhibit Hall hours, and any other related activity scheduled by Show Management), without the prior written permission of Show Management.

**19. Americans With Disabilities Act.** Sponsor/Exhibitor has the sole responsibility under the Americans with Disabilities Act (the “ADA”) to make its Exhibit Space (contents included) accessible to handicapped persons. Sponsor/Exhibitor shall indemnify, defend, and hold harmless Show Management and Facility against all costs, expenses, liability and/or damages, which may be incident to, arise out of, or be caused by Sponsor's/Exhibitor's failure to comply with the ADA and all other applicable Laws, rules, and regulations (including but not limited to these General Rules and Regulations).

**20. Liability and Insurance.** All property of Sponsor/Exhibitor shall remain under Sponsor's/Exhibitor's custody and control at all times, including while it is in and in transit to and from the Facility, as well as while it is on site at the Facility. BCBSA, its contractors, the Facility, and their respective officers, directors, agents, representatives, and employees shall not be responsible for the safety or loss of any property of Sponsor/Exhibitor, whether from theft, damage, fire, accident, vandalism or other causes. Sponsor/Exhibitor hereby expressly waives and releases BCBSA from any and all liability under any and all such claims or demand Sponsor/Exhibitor may have against BCBSA by reason of any damage to or loss of any property of the Sponsor/Exhibitor. Sponsor/Exhibitor at its own expense, may obtain adequate insurance against any such injury, loss, or damage.

**21. Indemnification and Limitation of Loss.** Without limiting any other provision, Sponsor/Exhibitor will indemnify, defend, and hold BCBSA, Show Management, and Blue Plans and their Licensed Affiliates harmless, from and against all claims, demands, actions, damages, loss, costs, liabilities, expenses and judgments, together with court costs and reasonable attorneys' fees, recovered from or asserted against BCBSA or Show Management on account of injury or damage to person or property to the extent that any such damage or injury may be incident to, arise out of, or be caused, either proximately or remotely, wholly or in part, by any act or omission of the Sponsor/Exhibitor or any of its agents, servants, employees, contractors, patrons, guests, licensees or invitees or of any other person entering upon the Facility's premises with the express or implied invitation or permission of Sponsor/Exhibitor; except to the extent that such damage or injury results from the sole negligence, gross negligence or willful misconduct of BCBSA or Show Management. Under no circumstance shall BCBSA, Show Management, any Member Plan, or Licensed Affiliate be liable for lost profits or other incidental or consequential damages.

**22. Care of Building and Equipment.** Sponsor/Exhibitor, its employees, contractors, and agents shall not injure or deface any part of the Facility, the Exhibit Space or contents of other sponsors, exhibitors, or other persons or entities attending the BCBSA Conference, or any show equipment and décor. When such damage appears, the Sponsor/Exhibitor will be liable to the owner of the property so damaged.

**23. BCBSA Code of Business Conduct.** BCBSA has adopted a Code of Business Conduct (“Code”) which governs the conduct of every BCBSA employee and establishes specific ethical standards for its employees. Certain significant provisions of the Code include conflict of interest, gifts or gratuities, kickbacks, entertainment, improper payments, and protecting information, which are attached as Schedule 1 (incorporated

by reference herein). Sponsor/Exhibitor agrees that neither it nor any of its employees, representatives or agents will engage in any conduct contrary to or in contravention of the Code. Failure to comply with this Section, in the sole opinion of Show Management, may result in removal from the BCBSA Conference without refund and will jeopardize Sponsor's/Exhibitor's participation in future BCBSA Conferences.

**24. Other Prohibitions.** No item shall be posted on or tacked, nailed or screwed, or otherwise attached to columns, walls, floors or other parts of the building or furniture. Any repair or restoration work required because of the Sponsor's/Exhibitor's failure to observe this warning will also be at the expense of the Sponsor/Exhibitor.

**25. Conference Registrant Lists.** Subject to the restrictions set forth in this Section, Sponsor/Exhibitor will be given a list of registrants' names and mailing information before the start date of the BCBSA Conference, and a final list with mailing information after the end of the BCBSA Conference ("Conference Registrant Lists"). Sponsor/Exhibitor may use these Conference Registrant Lists only to send one (1) pre-BCBSA Conference communication and one (1) post-BCBSA Conference communication to provide a valuable and informative communication conduit with registrants, as provided below in this Section, and for no other purpose.

- a) Sponsor's/Exhibitor's use of the Pre- and Post- Conference Registrant Lists are restricted to one (1) pre-BCBSA Conference communication and one (1) post-BCBSA Conference communication, with each use limited to a one-time direct mail campaign to promote that Sponsor's/Exhibitor's participation at the BCBSA Conference. All other use is prohibited. Permitted use of the Pre-Conference Registrant List expires on May 5, , 2017 . Permitted use of the Post-Conference Registrant List expires on

June 9, 2017 . The content of Sponsor's/Exhibitor's one time pre- and post-conference communications must relate directly to Sponsor's/Exhibitor's participation in this BCBSA Conference. Incentive-based messages are the best received, such as announcement of a new product or service, a special educational presentation, or a featured activity at the Exhibit Space.

Registrants typically do not care to receive generic sales or marketing literature. Any action that Sponsor/Exhibitor may take to contact such individuals must comply with all applicable state, Federal, and local laws, including, but not limited to, the Telephone Consumer Protection Act 47 U.S.C. § 227 et seq. and the CAN-SPAM Act, 15 U.S. Code Chapter 103 et seq., and must also adhere to all requirements contained in Section 3 (entitled, "Blue Brand Policy; Media Use").

- b) Use of phone or fax to contact any individuals using the Conference Registrant Lists is strictly forbidden.
- c) Communications to Conference registrants during the BCBCS Conference may be done through the messaging function of the BCBSA Conference's mobile app; for further information, refer to the Sponsor and Exhibitor Resource Center.
- d) Sponsor/Exhibitor will not disclose, transfer, duplicate, reproduce, sell, or loan any portion of the Pre-and-Post Conference Registrant Lists in any form whatsoever, including entering into Sponsor's/Exhibitor's own electronic databases; and Sponsor/Exhibitor will destroy all copies of the Pre-and-Post Conference Registrant Lists in its possession immediately upon the expiration dates set forth above in this Section. Any contact between Sponsor/Exhibitor between any Conference registrant beyond the limited scope of the one (1) pre- and one (1) post-Conference communications that may arise at the Conference

Registrant recipient's request should be maintained on a separate database, and Sponsor/Exhibitor is solely responsible for compliance with all permissions and other legal requirements thereon.

- e) Any use of the information contained in the Conference Registrant Lists beyond the scope of this BCBSA Conference and the conditions outlined above is strictly prohibited. Without limiting any other provision, Sponsor/Exhibitor shall indemnify, defend, and hold harmless Show Management against all costs, expenses, liability and/or damages, which may be incident to, arise out of, or be caused by Sponsor's/Exhibitor's failure to comply with this Section.

Any Sponsor/Exhibitor in violation of these policies shall be subject to immediate forfeiture of Sponsor/Exhibitor's right to use the Conference Registrant Lists, as determined by Show Management in its sole discretion.

**26. Miscellaneous.** For all matters relating to the BCBSA Conference, these General Rules and Regulations shall control in the event of a conflict or omission with any other document between the parties. A violation of these General Rules and Regulations policies may result in removal from the BCBSA Conference without refund, will jeopardize Sponsor's/Exhibitor's participation in future BCBSA Conferences, and may result in other action by BCBSA.

**SCHEDULE 1**  
**BLUE CROSS AND BLUE SHIELD ASSOCIATION**  
**CODE OF BUSINESS CONDUCT**

This abbreviated Blue Cross and Blue Shield Association Code of Business Conduct ("Code") exhibit provides general guidelines to help you know how BCBSA wishes to conduct business. The Code governs the conduct of every BCBSA employee -- no one is exempt from its application. The complete Code of Business Conduct is available upon request.

**PROTECTING INFORMATION**

BCBSA has a variety of information on its business activities and strategies and information from and about its Licensees (referred to herein as the "Member Plans" or the "Plans"). Much of this BCBSA and Plan information is proprietary and confidential. It includes product development information, contractual arrangements, financial data, computer software programs, and BCBSA's own personnel data and salary information. You must not use or disclose BCBSA or Plan information except as authorized by BCBSA. You must not disclose data from or about BCBSA or Plans to other parties, including other Plans, without authorization by BCBSA.

**DEALING WITH SUPPLIERS AND CUSTOMERS**

The following guidelines are intended to help all personnel to make decisions in potentially difficult situations:

- **"Kickbacks" and "Rebates"**  
Purchase or sales of goods and services must not lead to personnel or their families receiving kickbacks or rebates. Kickbacks or rebates can take many forms and are not limited to direct cash payments or credits. In general, if you or your family stands to gain personally through the transaction, it is prohibited. Such practices not only are unethical but are in many cases illegal.
- **Gifts or Gratuities**  
Personnel may not accept gifts of money under any circumstances, nor may they solicit non-monetary gifts, gratuities, or any other personal benefit or favor of any kind from suppliers or customers. Personnel and members of their immediate families may accept unsolicited, non-monetary gifts from a business firm or individual doing or seeking to do business with BCBSA only if the gift is of nominal value or the gift is primarily of an advertising or promotional nature. Gifts of more than nominal value may be accepted if protocol, courtesy or other special circumstances exist, as sometimes happens with international transactions. However, all such gifts must be reported to BCBSA's Compliance Officer, who shall determine if you may keep the gift, return it or whether it should more appropriately become Company property.
- **Entertainment**  
Personnel may not encourage or solicit entertainment from any individual or company with whom BCBSA does business. From time to time, personnel may offer or accept entertainment, but only if the entertainment is reasonable, occurs infrequently, and does not involve lavish expenditures. Offering or accepting entertainment which is not a reasonable adjunct to a business relationship, but is primarily intended to gain favor or influence, must be avoided.
- **Other Improper Payments**  
The use of BCBSA funds or assets for any unlawful or unethical purpose is prohibited. Any payment which is improper when made by BCBSA personnel is likewise improper if made by a commission agent, consultant, or other third party on behalf of BCBSA, where BCBSA knows or has reason to know that the payment shall be made. The making of any payment to a third party for any purpose other than disclosed on the payment documentation also is prohibited.