

2023 NACDS Annual Meeting Rules and Regulations

SECTION I - REGISTRATION

1. Agreement to Conditions

Each Attendee, for themselves and their employees, agrees to abide by these conditions, it being understood and agreed that the sole control of the NACDS Annual Meeting rests with the National Association of Chain Drug Stores (hereinafter called NACDS). NACDS may from time to time promulgate such regulations governing hours of meeting and eligibility for admission thereto as may be found in its judgment to be most practicable.

A. Health & Safety (As of June 13, 2022)

NACDS reserves the right to alter, modify, and/or limit registration to the Annual Meeting based on recommendations made by public health officials and its own judgment concerning health and safety.

2. Eligibility

All Chain and Associate Members in good standing with NACDS are invited to register and attend the Annual Meeting. No individual or company not a member of NACDS is permitted to attend the Annual Meeting. No individual or company attending the Annual Meeting may invite a non-registered individual to attend any part of the Annual Meeting without prior approval from NACDS. Access to “Participating Companies” will be limited to registered members in good standing as of **December 31, 2022**. By registering, consent for contact information to be shared online is authorized. Contact information will be accessible with other registrants, NACDS, and parties acting with approval and on behalf of NACDS.

3. Spouse/Companion Registration

Complimentary Spouse/Companion registration is available and includes participation in the NACDS Luncheon and social functions open to all attendees. Spouses/Companions wishing to participate in Business Meetings and activities must purchase an individual registration badge.

4. Registration Payment

Payment for the entire individual registration fee must accompany each individual registration form. Complete information regarding fees is specified on the registration forms. Invoicing for registration fees will not be available after **January 1, 2023**.

5. Registration Cancellations & Substitutions

- **Individual Cancellation:** Cancellation of individual attendees must be made separately and in writing on or before **March 3, 2023**. All individual registration fees paid by the attendee, less a 25% fee for administrative cost, will be refunded if NACDS receives written notification of cancellation by **March 3, 2023**. No refund of any fees will be made if notice of cancellation is not received or if notice of cancellation is received after **March 3, 2023**. An individual cancellation form is provided on the NACDS Annual Meeting website.
- **Individual Substitutions:** **April 14, 2023** is the final date that the Substitution form must be received by NACDS to substitute one company representative for another company representative (from the same company). An individual substitution form is provided on the NACDS Annual Meeting website. NACDS will apply the registration fee from the prior registrant to the new registrant. It is the new registrant’s financial responsibility to make any necessary accounting updates/changes to reflect the substitution with their company.

SECTION II - STRATEGIC EXCHANGE SPACE

1. Strategic Exchange Space

Business appointments take place in outdoor and indoor spaces including Umbrellas, Bungalows, Corporate Village Spaces, Gulfstream Rooms, Mediterranean Ballroom Spaces, South Mezzanine Rooms and Hotel Suites.

- A. Umbrella Spaces** include a sun umbrella, round table, company sign, cooler with ice, and five chairs. Umbrella holders may not set up displays and/or equipment. A small box of samples and literature are permitted. **Umbrella spaces will be available to the assigned company beginning on Saturday, April 22, 2023.** NACDS reserves the right to remove any material in non-compliance.
- B. Indoor Meeting Spaces include Bungalows, Corporate Village, Mediterranean Ballroom, Gulfstream Rooms, South Mezzanine Rooms and Hotel Suites.** Indoor Meeting Space holders will only be permitted to set up a limited amount of product displays and/or equipment in their assigned “indoor meeting space”. Removal of drapes, lighting fixtures, furniture or other permanent fixtures and covering existing floors with carpet or other floor coverings will not be permitted. **Indoor meeting space will be available to the assigned company beginning on Friday, April 21, 2023.** NACDS reserves the right to remove any material in non-compliance.
- **Hotel Suites** – All items being delivered to hotel suites must be able to fit on a bellman cart. Anything requiring more than a bellman cart to transport will not be permitted. A maximum of eight (8) additional banquet chairs will be allowed per suite.

2. Strategic Exchange Space Payment

Payment for the entire meeting space fee must accompany each application. Complete information regarding fees is specified on the meeting space application form. If payment is not received by **February 3, 2023**, NACDS reserves the right to resell the space. Before NACDS assigns a space number or location, 2023 membership dues must also be received.

3. Strategic Exchange Space Cancellation

Should a Member Company be unable to occupy and use the contracted space, they should notify NACDS in writing on or before **February 3, 2023**. All meeting space fees paid, less a 25% fee per space for administrative cost, will be refunded if NACDS receives written notification of cancellation by **February 3, 2023**. No refund of any fees will be made if notice of cancellation is not received or if notice of cancellation is received after **February 3, 2023**.

4. Assignment of Strategic Exchange Space

Classification of strategic exchange space, and other meeting spaces and assignment of the space will be determined by NACDS. Once a space has been assigned by NACDS, no company will be moved unless NACDS deems it necessary. An assigned space is for the exclusive use of the individual company and may not be shared with an unrelated company. NACDS reserves the right to withdraw the assigned space from any company that violates this section, or any other rule or regulation contained herein.

SECTION II - STRATEGIC EXCHANGE SPACE (Continued):

5. General Service Contractor

To assist in on-site logistics, NACDS has appointed Freeman as the official General Service Contractor. Freeman will provide logistical and handling services including dollies, pallet jacks, forklifts, crate storage and transportation. Handling and storage fees will be assessed based on the weight of the shipment(s) received and Freeman will bill the responsible Member Company accordingly. The Freeman Service Kit will be made available on the Annual Meeting website at annual.nacds.org.

6. Strategic Exchange and Function Space Set-up Personnel and Outside Third Parties

- Must be fully registered for the conference unless otherwise approved by NACDS.
- Must wear an NACDS provided Name Badge and may not share badges.
- Must maintain their appearance and conduct themselves in accordance with the high standards of the meeting.
- Are subject to all 2023 NACDS Annual Meeting Rules and Regulations.

7. Strategic Exchange Set-up and Dismantle

No space will be available for set-up prior to date and time specified in your confirmation letter. All areas outside of meeting space must be kept clean and clear during set-up and dismantle. No boxes, crates, pallets, or trash, etc. can be left outside of meeting space. **Move-out may not begin and outbound shipments may not be scheduled before 4:30 p.m. on Tuesday, April 25, 2023.**

8. Shipping

NACDS is not responsible for the tracking or delivery of materials and assumes no liability or responsibility in the proper handling of shipments. Materials shipped in advance of the conference must be sent as follows:

- **Small Shipments:** Defined as boxes or packages that may be hand carried by one person without the use of a dolly, hand truck, or similar device. Small packages may be sent directly to the hotel, where the responsible Member Company individual will collect and deliver to their meeting space. Packages must be clearly labeled with the conference name, the participating company's name, and the name of the individual who will retrieve the materials.

NOTE: The Breakers will NOT accept any "small packages" prior to Monday, April 17, 2023.

- **Large Shipments:** Includes all crated, skidded, pad-wrapped, and uncrated shipments. Large shipments must be shipped to Freeman's attention and the responsible Member Company will be charged material handling fees at the published rates. Freeman will deliver large shipments to the assigned meeting space. All large shipment crates must be unpacked by 5:00 p.m. on **Friday, April 21, 2023**, and all empty crates will be removed from the hotel premises thereafter.

NOTE: Large Shipments will NOT be delivered by Freeman to The Breakers prior to Friday, April 21, 2023.

SECTION III – GENERAL

1. Protection of the Facility

Nothing shall be posted, tacked, nailed, screwed, or otherwise attached to columns, walls, floors, or other parts of the hotel without permission of NACDS and the proper building authority.

2. Security

NACDS does not assume responsibility for any theft. NACDS strongly suggests that all items of value be secured and insured.

3. Default Occupancy

Any company failing to occupy contracted space is not relieved of the obligation to pay for such space at the full purchase price.

4. Conflicting Meeting and Social Events

In the interest of the success of the entire conference, attendees agree not to extend invitations, call meetings, or otherwise encourage absence of members or other attendees from the hotel during official NACDS activities, events, and programming.

5. Cancellation or Relocation of Conference

In the event of cancellation or relocation of any conference, due to circumstances within NACDS' direct control, the liability of NACDS shall be limited to a refund of fees paid to NACDS. In the event NACDS has no control over the cancellation or relocation of any conference or convention, NACDS shall have no liability of any kind.

6. NACDS' Right to Remove the Company's Property

NACDS reserves the right to remove from the conference or hotel any or all property of a company, should the conference be canceled or relocated, or should the company violate any of the conditions of this agreement. This right may be exercised without prior notice and without hearing.

7. Violations of the Conditions

Any of the following actions by an attendee shall constitute violation of the conditions of this agreement:

- Failure to follow the procedures prescribed in these Rules & Regulations.
- Failure to remove company's property from the hotel upon cancellation or relocation of the conference or convention.

8. Liability

- NACDS undertakes no duty to exercise care, nor does it assume any responsibility for the protection and safety of the Member Company, his officials, agents or employees; or for the protection of the property of the Member Company or his representatives, or of property used in connection with the conference, from theft or damage or destruction by fire, accident, or other cause. Small and easily portable articles shall be properly secured or removed after strategic exchange appointment hours and placed in safekeeping by the Member Company. Any protection exercised by NACDS shall be deemed purely gratuitous on its part and shall in no way be construed to make it liable for any loss or inconvenience suffered by the Member Company.

SECTION III – GENERAL (Continued)

8. Liability (Continued)

- The Member Company agrees to indemnify and hold NACDS and its agents harmless from all such claims and from all claims or liability of any nature whatsoever arising from the activities of the Member Company or any of its representatives or from the property or materials of the Member Company.
- NACDS shall not be liable for any failure to deliver space to a Member Company or from the loss of allotted space of a Member Company, who has contracted for meeting space under the terms of this agreement, if non-delivery is due to any of the following causes: destruction of or damage to the building or the meeting area by fire or act of God; acts of a public enemy; strikes; the authority of the law; or any cause beyond its control. NACDS will, however, in the event it is not able to hold a conference for any of the above-named causes, reimburse Member Company's pro-rata on any rental fee paid, less any and all legitimate expenses incurred by NACDS for advertising, administration, and similar and related cost.

9. Remedies

In the event the Member Company violates any of the conditions of this agreement, NACDS reserves an absolute right to invoke either or both of the following remedies, which shall be in addition to, and not in lieu of, any other rights or remedies granted under this agreement or available under general contract law:

- NACDS may order the Member Company to remove his materials and personnel or have them removed at the Member Company's expense. In these circumstances, no part of the Member Company's fees will be returned.
- NACDS may refuse thereafter to enter into any agreement with the same or related Signatory/Member Company to lease space at future conferences or conventions sponsored by NACDS.
- Member forfeits all payments made to NACDS.