Gartner Conference Services Usage Policy

This Conference Services Usage Policy ("Policy") is a set of common rules intended to clarify the roles and responsibilities of Exhibitor and Gartner when deploying Booth Package Deliverables ("Deliverables") and Added Value Drivers ("AVDs" and together with "Deliverables," the "Services") at Gartner Conferences.

The following terms and conditions are incorporated by reference into all Booth Package and AVD Service Descriptions ("SDs"), unless otherwise specified in the applicable SD.

- Services are subject to and governed by (i) the Gartner Master Exhibitor Agreement or General Terms (as selected by Exhibitor); (ii) the Gartner Exhibitor Participation ("EP") Form; (iv) the Gartner Copyright & Quote Policy; and this Policy.
- 2. Due to Conference location, timing and resource variability, all Services may not be available at all Conferences. If your Service selection is unavailable, you will be notified promptly and, at Gartner's discretion, be provided with a comparable substitute.
- 3. Given the unique attributes of each Conference, Services may vary in size and quality of space, location within the Conference venue, and duration.
- 4. All branding, graphics, materials and content shall be produced and delivered by Exhibitor to Gartner in a timely manner, at its own expense. Gartner's ability to deliver the requested Service is contingent on Exhibitor's ability to meet these requirements.
- 5. All branding, graphics, materials and content are subject to final approval by Gartner in its sole discretion.
- 6. Gartner is not responsible for the acts or omissions of suppliers or other third parties contracted directly by Exhibitor.
- 7. Gartner will determine the specific location of any Exhibitor branding at the Conference venue, in its sole discretion.
- 8. Gartner or it's designee will install and dismantle all elements of activations, at its own cost, and make any food or beverage selections; cost allocation of food and beverage varies by Service.
- 9. Where a Service requires both Gartner and Exhibitor to work together in a manner not addressed in the SD or hereunder, the parties will allocate responsibilities, in writing, prior to the Conference.
- 10. Where applicable, Gartner will make available, at its own cost and discretion, device and staffing for Exhibitor lead retrieval. While Gartner will provide the lead retrieval tools and systems, Exhibitor shall be solely responsible for complying with all applicable data privacy laws (e.g., posting notice and obtaining informed consent) when collecting personal data from individual attendees.

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- 11. Gartner will provide pre-Conference and onsite promotion, at its own cost and discretion, for special events and engagements hosted by Exhibitor.
- 12. Except as otherwise specified in a Service Description, Gartner will provide audio visual support, at its own cost and discretion, for all speaking engagements hosted by Exhibitor.
- 13. Exhibitor shall pay all costs associated with the engagement of third-party performers, fitness instructors and VIP speakers.
- 14. Where applicable, Gartner will segment Conference audience with Exhibitor and, at its own cost, invite target attendees (attendee list to be provided by Exhibitor) to private Exhibitor functions. For VIP dinners and other meal functions, Exhibitor shall be responsible for ensuring that its attendee list does not include government employees.
- 15. Exhibitor agrees to defend, indemnify, and hold harmless Gartner from any and all third-party claims of damage or loss relating to Exhibitor's use of the Service, to the extent that such damage or loss is caused by the negligence or willful misconduct of Exhibitor, its employees and/or its guests.
- 16. If any term or provision of a Service Description conflicts with the provisions of this Policy, the term or provision of the Service Description shall prevail, but only for the duration of the Conference to which the Service Description applies.