

# ADVERTISING TERMS AND CONDITIONS

The following terms and conditions govern all entities that place advertising (“Advertiser”), either directly or through an agent (“Agency”) in the 2024 Virginia Food & Beverage Expo Program, Show Directories, Expo Marketing materials and vaexpo.com (collectively the “Publisher”). The placement of advertising with the Publisher constitutes the Advertiser’s agreement to these terms and conditions. These terms and conditions may be modified by the Publisher from time to time, additional placement of advertising will constitute Advertiser’s (and, if applicable, Agency’s) agreement to any such modifications.

## 1. Publisher’s Right to Reject, Cancel or Terminate Orders

The Publisher reserves the right, in its absolute discretion, and at any time, to cancel any advertising order or reject any advertising, whether or not the same has already been acknowledged and/or previously published, displayed, performed or transmitted, including, but not limited to, for reasons relating to the content of the advertisement. In addition, the Publisher reserves the right to (i) remove from selected copies, editions, versions, or sections of an advertisement containing matter that readers have deemed objectionable; and (ii) implement blocking technology in connection with the advertisement. Publisher, in its absolute discretion, may terminate its relationship with Advertiser and/or Agency for the breach of any of the terms hereof, including, without limitation, a breach based on the failure on the part of the Advertiser and/or Agency to pay each bill by its due date. Should Publisher terminate its relationship with Advertiser and/or Agency, a short-rate may apply and all charges incurred together with short-rate charges shall be immediately due and payable.

## 2. Restrictions on Cancellations

Cancellation for advertising must be made in writing prior to the applicable published space reservation closing dates. The full ad price will be charged for any cancellations made after the published closing date.

## 3. Advertising Positioning

Although a variety of factors determine ad positioning, most advertising placement is based on ad size. Covers and preferred positions are sold on a first come, first-served, non-cancelable basis. Notwithstanding the foregoing, advertising positioning and placement are at the Publisher’s absolute discretion.

## 5. Indemnification

The Advertiser and its Agency, if there be one, agrees to indemnify and protect the Publisher from any claims resulting from the Advertiser’s unauthorized use of any name, photograph, illustration or text protected by copyright or registered trademark. If the Publisher determines that an advertisement simulates editorial content, it must carry the word ADVERTISEMENT at the top in a minimum of 10-point type.

## 6. Payment

All advertising is subject to 30-day terms from date of invoice unless pre-paid by check or credit card. Agency and member discounts may be voided if payment is not received within 30 days. In the event an order is placed by an Agency on behalf of Advertiser, such Agency warrants and represents that it has full right and authority to place such order on behalf of Advertiser and that all legal obligations arising out of the placement of advertisement will be binding on both Advertiser and Agency. Advertiser and its Agency, if there be one, each agrees to be jointly and severally liable for the payment of all bills and charges incurred for each advertisement placed on Advertiser’s behalf. Advertiser authorizes Publisher, at its election, to tender any bill to Agency, and such tender shall constitute due notice to Advertiser of the bill and such manner of billing shall in no way impair or limit the joint and several liability of Advertiser and Agency.

## 7. Force Majeure

The Publisher is not liable for delays in delivery and/or non-delivery in the event of an Act of God, action by any governmental or quasi-governmental agency, fire, flood, insurrection, riot, explosion, embargo, strikes, whether legal or illegal, material or labor shortage, transportation interruption of any kind, work slowdown, or any condition beyond the control of Publisher affecting production or delivery in any manner.

## 8. Return of Reproduction Materials

Reproduction materials (original photos, disks, cds, press-quality proofs, etc.) will be returned following publication only to those advertisers who request it in writing. Such materials are held for three months following each issue, after which they are discarded.

## 9. Governing Law

All issues relating to advertising will be governed by the laws of the State of Virginia applicable to contracts to be performed entirely therein. Any action brought by Advertiser against Publisher relating to advertising must be brought in the state or federal courts in Virginia. The parties hereby consent to the jurisdiction of the state or federal courts in Virginia in connection with actions relating to advertising, including, but not limited to, actions to collect amounts due for advertising.

## 10. Entire Agreement

The foregoing terms and conditions shall govern the relationship between Publisher and Advertiser and/or Agency. Publisher has not made any representations to Advertiser and/or Agency that are not contained herein. Unless expressly agreed to in writing and signed by an officer or senior executive of Publisher, no other terms or conditions in contracts, orders, copy, or otherwise will be binding on Publisher. Failure by Publisher to enforce any of these provisions shall not be considered a waiver of such provision.