

||| RULES ||| AND REGULATIONS

All rules and regulations stated below, as well as all information and policies throughout this prospectus, are to be construed as part of all Exhibitor Application and Space contracts.

subLetting of space

The subletting of space is strictly prohibited. No exhibitor shall assign, sublet or apportion the whole or any portion of space allotted, nor exhibit therein any products/services other than those manufactured or distributed by the exhibitor in the regular course of the exhibitor's business, nor permit a representative of any firm not exhibiting to solicit business or take orders in the exhibitors' space. Any exhibitor in violation of this rule will be required to pay a penalty in an amount equal to the price paid for their space multiplied by the number of non-exhibiting companies soliciting business. **Manufacturers' reps applying for exhibit space must submit a list of those companies that they will be representing, with contact persons, addresses and phone numbers, at the time of application.** If these companies are not registered with the Association, the Association may, without recourse, close that portion of the exhibit for the duration of the 2010 meeting. In addition two companies, even if they represent or distribute each other's products/services, may not occupy one booth location.

use of space

During the meeting, exhibitors shall have a representative in their booth at all times. Exhibitors are responsible to maintain a clean, esthetically-pleasing booth space for the duration of the meeting. Aisles may not be obstructed at any time. Exhibitors shall use only their space contracted space for exhibit, display, or related purposes. **Exhibitors may not hang banners, post signs or have vehicles displaying company logos anywhere outside their assigned booth space or outside the exhibit hall visible to meeting attendees.** The Association reserves the right to have any vehicle or item covered or removed if any violation of these rules occurs. There will be no canvassing or conducting of polls or surveys outside of the exhibitor's own rental space. Interviews, demonstrations, distribution of literature, etc. must be confined to the exhibitor's space. No demonstration may be made from platforms or other paraphernalia except exhibit floor proper.

abandoned space

In the event that an exhibitor fails to notify the Association, set-up a booth, or occupy their contracted space by 4:00 p.m. on Thursday, April 22 that space will be considered abandoned. The Association will decide whether or not to re-sell or re-assign another exhibitor into that space.

eligibility requirements

Only those products and services that have a demonstrable relationship to dentistry or dental practice may be exhibited. Products and services must be displayed only in the context of their relationship to dentistry and are subject to restrictions below.

- No therapeutic product, dental material, instrument or equipment may be displayed in the exhibit hall unless it meets the ethical standards of the dental profession. Any product that has been awarded the American Dental Association (ADA) Seal of Acceptance may be exhibited.
- No publication will be permitted in the exhibit hall unless its advertising policy conforms to the policy of the *Journal of American Dental Association* and/or *Northwest Dentistry*.
- Any applicant or contractor in bankruptcy proceedings or under a local, state, or federal investigation which raises legal, financial, moral or ethical questions regarding that applicant may be rejected or canceled by the Minnesota Dental Association.

The Association will be the judge of an exhibitor's compliance with stated standards. The Association reserves the right to reject any contract for space for reasons it considers sufficient to indicate that the exhibitor may not be able to conform to Association policies or to the professional character of the exhibition.

exhibitor registration

Each person entering the exhibit hall will be required to register and wear the appropriate name badge. All members of the exhibit staff must be full-time employees of the exhibitor or must be employed for the duration of the meeting. Each employee will be required to pick up his or her own name badge and present proper company and photo identification. Properly badged exhibitors will be admitted into the exhibit hall during set-up and tear down hours. False certification of individuals as representatives of the exhibiting company, misuse of exhibitor badges, or any other methods or device used to assist unauthorized persons in gaining admission to the exhibit floor is prohibited. Any exhibitor who undertakes or encourages such conduct shall be subject to a fine in the amount of the applicable registration fee and/or expulsion from the exhibit floor. To register a licensed non-ADA/MDA member, a \$795 registration fee must be paid. To register a licensed ADA/non-MDA member, a \$125 registration fee must be paid. No exhibitor will be given access to Star of the North educational programs with the exception of the Keynote Program. Persons interested in attending any educational programs at the meeting will be required to register in the appropriate attendee category and pay any applicable registration fees.

Exhibitors will receive up to 8 complimentary badges per booth space purchased. To register more than the complimentary number, the per person registration fee is \$20.00. Registration for exhibitor personnel will be available on the Star of the North Meeting website from Monday, January 4, to Wednesday, April 14, 2010. All employees whose names are not received by April 14, 2010 must plan to register onsite, no exceptions will be made.

||| RULES ||| AND REGULATIONS CONTINUED

NON-SOLICITATION POLICY

With the exception of exhibitors operating within their designated booth space, no attendee may solicit business or distribute materials of any kind on the exhibit floor or in any other Star of the North Meeting space. Attendees who violate this policy will be asked to leave immediately.

SALES

New for this year, exhibitors will be allowed to distribute and sell merchandise on the exhibit floor. The Star of the North Meeting will continue to encourage exhibitors to produce the most effective and esthetically-pleasing displays possible and requires that inventory be discreetly stored within an exhibitors booth space. Inventory may be transported before and after show hours; however, no inventory may be transported while the exhibit floor is open for attendees. Payment for such orders may be billed at a later date or accepted immediately by credit card or check. All exhibitors, including those not making sales or accepting payment at the show, are required to submit form ST-19 with their application for space. Exhibit contracts received without the completed ST-19 form will be considered invalid and will not be processed or assigned space until this form is completed and submitted to the Association.

PRIZE DRAWINGS

Exhibitors sponsoring prize drawings in conjunction with the meeting must prominently display any limitations on registering for or accepting the prize. The exhibitor must submit a list of prizes offered, names and addresses of the respective winners, and any limitation on the prizes to the Minnesota Dental Association no later than 30 days following the meeting.

FOOD AND BEVERAGE

Food distributed by exhibitors must be obtained through the convention facility, the Saint Paul RiverCentre. Inquiries can be directed to Wildside Catering at (651) 726-8800. Exhibitors may not distribute popcorn or mini doughnuts.

MUSIC

Any exhibitor who intends to play copyrighted music at their booth, whether live or recorded must obtain the appropriate license from ASCAP (American Society of Composers, Authors, and Publishers), BMI (Broadcast Music, Inc.) or SESAC. Proper proof of such licensing may be required. Any exhibitor who plays copyrighted music without obtaining proper licensure shall indemnify the Minnesota Dental Association against any music licensing fees or penalties imposed due to the unauthorized use of the music.

SOUND PROJECTION/ODOR

Exhibitors with noisy electrical devices, sound-producing movies, displays or devices which may prove objectionable to other exhibitors because of noise, odor or other disagreeable features, must agree to regulate those devices so as to abate reasonable objections to these annoyances. All motion picture projectors, operators and any electrical apparatus must conform to the regulations of Saint Paul RiverCentre.

NON-DISCRIMINATION

All exhibitors agree to comply with all laws barring discrimination against any individual because of race, color, creed, national origin, affectionate or sexual preference, age or disability. In addition, exhibitors are required to comply with any requirements of the Americans with Disabilities Act (ADA) that relate to the non-permanent accessibility requirements of the ADA, including but not limited to seating arrangements, auxiliary aids, set-up or organization of that exhibitor's booth.

CONVENTION FACILITY

All aisles must be kept clear of displays. All structural work, such as shelving, display racks, signs, spotlights, etc, must meet the approval of the Association. No nails or screws may be driven into the floor, and no damage of any nature may be done to the booth structures or to any part of the exhibit hall. Exhibitors will be held responsible for damage. No lighter than air devices, including but not limited to helium balloons, will be used in any display.

COMPETITION

No exhibitor will sponsor a seminar or presentation in the Twin Cities' Anoka/Ramsey/Hennepin/Dakota/Washington county area from Thursday, April 15, 2010 through Friday, April 30, 2010.

SALES AND USE TAX

Companies taking orders or making sales at the Star of the North Meeting may be required by the State of Minnesota to obtain a Sales and Use Tax Permit and to report sales and collect a use or sales tax from the purchaser to be forwarded to the Minnesota Department of Revenue. Any company that takes orders or makes sales at the Star of the North Meeting and does not comply with the State of Minnesota Sales and Use Tax regulations agrees to indemnify the Minnesota Dental Association from all fees, penalties, or claims resulting from the company's failure to comply. All exhibitors regardless of whether payment will be accepted for onsite sales are required to complete and submit the ST-19 form with their contract. Contracts received without this form will be delayed in processing and in the assignment of space.

cancelLation or reduction of space

To cancel or reduce your space, you must contact us in writing. Because of the priority given in space assignment, an exhibitor who purchased a Promotional Package will not be allowed to cancel their package with any refund. Exhibitors who purchased four or more booth spaces will not be allowed to cancel or reduce their space to fewer than four booth spaces with any refund. Cancellations and reductions of space made before October 30, 2009 will be refunded in full. After October 30, 2009 but before January 22, 2010, no deposits will be refunded. After January 22, 2010, the booth price will be retained by the Association. If the 2010 exhibit floor sells out, the Association may allow 50% of the cancelled booth price to be applied toward space rental at the 2011 Star of the North Meeting.

event cancelLation policy

In the event of fire, strikes, riot, civil commotion, acts of God, war, terrorism, or other unavoidable circumstances rendering it impossible or impracticable for any reason for the Association to perform the contract, the Association's performance under the contract shall be excused, and no refunds will be given, except as provided below. Should such an event occur, all deposits and payments made by the exhibitor for exhibit space shall be applied toward payment and reimbursement of costs and expenses incurred, and paid by the Association in connection with the presentation of the 2010 Star of the North Meeting. Any excess of said deposits and payments over said costs and expenses shall be returned to exhibitors on such basis as the Association shall deem reasonable.

certificate of insurance

Each exhibitor shall provide the Star of the North Meeting with a certificate of insurance by a carrier authorized to do business in the state of Minnesota. An exhibitor shall carry and maintain a minimum of \$1,000,000 insurance coverage as may be required including, with limitation, comprehensive general liability insurance, insuring against damage to persons and property, and hazard insurance, insuring the exhibitor's property and its exhibit space, to fully protect it and the Minnesota Dental Association, Star of the North Meeting, GES Exposition Services, and the Saint Paul RiverCentre against all risks assumed or incurred in connection with its exhibit at the Star of the North Meeting or under the Rules and Regulations or otherwise. All such insurance shall name the exhibitor, Minnesota Dental Association, Star of the North Meeting, GES Exposition Services, and the Saint Paul RiverCentre as additional insured. Each exhibitor will be required to mail or fax the certificate to the Minnesota Dental Association by February 19, 2010. No company will be allowed to set-up without the required certificate of insurance.

Laser exhibiting company restrictions

In keeping with safety precautions for lasers, the Star of the North Meeting has adopted the following policy for those exhibitors displaying lasers in the exhibit area.

Lasers must be operated only within a suitable enclosed space with the appropriate eyewear available for any personnel staffing the booth and attendees who will be viewing/operating the laser. All demonstrations of CO2 lasers must be conducted in a clear plastic box with all sides enclosed, including the top. Appropriate plastic colored cubicles must also be available for any other type of laser being used, particularly dye or argon lasers. No laser equipment may be left unattended in operable condition. A staff member must always be present at the booth during show hours. A description of each piece of laser equipment and its safety precautions must be submitted to the Minnesota Dental Association by February 19, 2010. Failure to submit this description may result in the denial of the lasers to be safely shown/demonstrated or the denial of exhibit space.

HANGING SIGNS

Signs or banners may be hung or suspended from the ceiling with approval of the Scientific Session Committee and the convention facility. Requests must be submitted no later than February 19, 2010 with an artist rendering or photo of the actual sign. If approved, the hanging of the sign must be ordered through GES Exposition Services.

NON-ENDORSEMENT

The exhibiting of products and services at the Star of the North Meeting does not constitute endorsement by the Association of the products and services so exhibited.

EXHIBITOR APPOINTED CONTRACTORS

Any exhibitor planning to use a contractor other than GES Exposition Services for installation and dismantling of its exhibit must notify the Minnesota Dental Association and GES Exposition Services of this intent no later than March 22, 2010. Contractors are required to provide a certificate of insurance.

||| RULES ||| AND REGULATIONS CONTINUED

INSTALLATION AND DISMANTLE

The exhibit hall will be open for move-in from 12:00 p.m. to 5:00 p.m. on Wednesday, April 21 and from 7:00 a.m. to 11:30 a.m. on Thursday, April 22. Exhibitors may stay in their booth spaces from 11:30 am to 2:30 pm to set-up while GES is carpeting the hall. All exhibits must be completed and ready for inspection by 4:00 p.m. on Thursday, April 22 and must remain intact until 2:00 p.m. on Saturday, April 24. **If you pack up and leave prior to the 2:00 p.m. close, you will forfeit ALL your booth assignment points. No exceptions will be made.**

Exhibits shall be dismantled and vacated from the RiverCentre on Saturday, April 24 from 2:00 p.m. to 7:00 p.m. During move-out, exhibitors must remain with their goods and merchandise until they are picked up or receipted for their designated storage area. Any material that is left in these areas must have a bill of lading to the point of origin or it will be returned to the GES warehouse and charged accordingly. Please do not leave merchandise unattended during move-out, the Minnesota Dental Association, GES Exposition Services, and RiverCentre cannot be responsible for the loss of unattended exhibits and materials.

If an exhibit has not been dismantled, or if not substantially dismantled by 6:00 p.m. Saturday so that in the opinion of GES, the exhibitor contractor, the 7:00 p.m. deadline will not be met, GES is authorized to dismantle and store said exhibit or any part thereof, and the exhibitor shall be responsible for the labor and storage costs as billed by GES.

UNION AND SAFETY JURISDICTION

All work performed in the exhibit area is under fire marshal and safety jurisdiction. Exhibitors are expected to comply with the fire and safety requirements in effect. In addition, all emergency exits and aisles must be kept clear at all times. All work involved in the installation and dismantling of exhibitors or movement of freight in the exhibit area is under union jurisdiction. Exhibitors and their full-time employees, in reasonable numbers, may assist union personnel in installation and dismantling using only hand powered tools. Exhibitors and their employees may bring in hand-carried boxes, equipment, etc. but anything not hand-carried must be brought into the exhibit hall through the loading dock area using nothing larger than a two wheel hand dolly. Exhibitors with wheeled pop-up display cases may bring them in the loading dock area. GES personnel must operate flatbed carts, forklifts, or other mechanical freight devices.

LOADING DOCK

The time limit for vehicles to remain on the loading dock is 20 minutes for move-in and move-out. This time limit will be enforced.

SPECIAL NEEDS

Exhibitor personnel who have disabilities that require special arrangements during the meeting must contact the Minnesota Dental Association prior to the first day of the meeting.

SECURITY

The Minnesota Dental Association will contract with another company to provide security during the nights of Wednesday, April 21 through Saturday, April 24, 2010, however, the Minnesota Dental Association does not guarantee exhibitors against loss and does not take responsibility for theft, pilferage or mysterious disappearance. Exhibitors are advised to take precautions to protect their property and to have a rider on their insurance policies covering their exhibits for travel to the show, during the show, and travel from the show.

LIMITS OF LIABILITY

Except for negligent acts or omissions on the part of the Minnesota Dental Association or its own employees, the Minnesota Dental Association assumes no liability or responsibility for any damage of any kind whatsoever or any injury of any nature that may happen to exhibitors, or to the exhibitor's employees or property, from any cause whatsoever prior, during, or subsequent to the period covered by the contract for the rental of space, and the Minnesota Dental Association does not assume any liability or responsibility for any act or omission on the part of any exhibitor or anyone in his employ during said period of time, and the exhibitor, on signing the application for space, expressly releases and agrees to hold harmless the Minnesota Dental Association from all claims of any kind for any such alleged loss, damage, or injury to the exhibitor, his employees or property. This shall not affect claims against any other person, firm, corporation or municipal unit.

INFRACTION OF RULES

The rights and privileges of an exhibitor shall not be infringed upon by any other exhibitor. Any complaints regarding infractions of the rules or disputes between exhibitors should be made to the Association and its decision will be final.

Unethical conduct, unprofessional behavior, or infraction of the rules on the part of the exhibitor and his representatives will subject the exhibitor, his representatives, or both to dismissal from the exhibit hall, forfeiture of booth space, booth fee, and/or seniority status in booth assignment. The exhibitor may also be barred from future participation. In this event, it is agreed that no refund shall be made by the Association and that no demand for redress will be made by the exhibitor or his representatives.