



February 17-19, 2025
The Woodlands Waterway Marriott
Hotel & Convention Center
The Woodlands, Texas

2025 CONVENIENCE DISTRIBUTION MARKETPLACE

ATTENDEE TERMS & CONDITIONS

Any Attendee who is present at the Convenience Distribution Marketplace (CDM) automatically agrees to the terms and conditions set forth below. These Terms and Conditions apply to each Attendee regardless of whether they formally registered. **Indemnity.** The Attendee agrees to protect, indemnify, defend, and hold harmless CDM, the Conference hotel(s) and their respective employees, officers, directors, and agents against all claims, losses, or damages to persons or property, governmental charges or fines, and costs (including reasonable attorney's fees) arising out of or connected to the actions or failure of the Attendee or its employees, officers, directors, and agents to act in accordance with these Terms and Conditions.

Registration Badge. The Attendee's registration badge must be worn at all times during the CDM. Access to the CDM facilities will not be granted to those without proper credentials.

Replacement badges may be obtained at the CDM registration desk at no charge. **Day, Time &**

Content Modification. CDM's schedule and content is subject to change. CDM reserves the right to modify sessions, activities, and times. Attendees should confirm CDM schedule and all CDM sessions and activities prior to arrival, and may do so at www.cdamarketplace.net. CDM shall not be liable to the Attendee for any damages, costs, or losses incurred, including, but not limited to, transportation costs, accommodations costs, or financial losses due to or caused by any change with the CDM schedule. **Prohibited Activities.** Suitcasing and Outboarding at the CDM are strictly prohibited. "Suitcasing" occurs when companies or persons attend the Event as attendees but "work the aisles" soliciting business from other attendees and exhibitors.

"Outboarding" occurs where companies set up events that conflict with CDM hours of

operation. Attendees shall not plan, attend, or otherwise participate in an Outboarding event that takes place during CDM hours of operation. Attendees shall not develop, facilitate, or host any program, free or paid, which competes, interferes with, or overlaps with the CDM without the prior written permission of CDM. Engaging in any prohibited activity will result in immediate cancellation of the Attendee badge without a refund. **Photography & Filming.** Professional photographs, audio, and video will be captured during the CDM. Attendees hereby grant CDM and its representatives permission to photograph and/or record them at the CDM, and distribute at any time the Attendee's image or voice in photographs, videotapes, electronic reproductions, and audiotapes of such events and activities. **Photography or Recording Usage by Attendees.** Photography, audio recordings, and video recordings are not permitted without the prior written consent of CDM. **Force Majeure.** Attendance at the CDM is subject to an act of God, government regulation, disaster, pandemic, or other emergencies, any of which make it illegal or impossible for CDM, and/or the Conference hotel to provide the facilities and/or services for the CDM, or make it illegal or impossible for the Attendee to utilize the hotel for the CDM. In the event of a force majeure situation, registration may be cancelled by written notice from CDM to the Attendee. CDM shall not, due to a force majeure, reimburse the Attendee for any damages, costs, or losses incurred, which losses shall include, but not be limited to, transportation costs, accommodations costs, or financial losses.

CDA Notices and Disclaimers for Marketplace 2025 Attendees

CDA Disclaimer

CDA does not endorse and is not responsible for any product, service, or representation made in any way by an attendee of the Convenience Distribution Marketplace (CDM). CDA shall not be liable or in any way responsible for any purchase of, use by, or claim relating to any such product, service or representation made at the CDM.

CDA disclaims any responsibility or liability relating to any prohibited or unauthorized products such as, but not limited to, any actual or deemed tobacco products not authorized by the Federal government which may be marketed, sold, or bought by attendees at the CDM. Any such illegal or unauthorized products shall not be marketed, sold, distributed, or bought at the CDM and CDA will take appropriate corrective measures against any party breaching this directive.

Prohibited or Unauthorized Products

If you are buying or selling new tobacco products, including e-cigarettes, vaping products and modern oral products, which do not have a Marketing Granted Order; CBD products; or any New and Emerging Product such as Delta 8, Delta 10, Metatine, or any other similar product which is subject to Federal or any State Prohibition, Restriction, or adverse Regulation this notice applies to you.

Any buyer or seller participating in the 2025 Convenience Distribution Marketplace (CDM) is considered a sophisticated and knowledgeable buyer or seller. You are not allowed to market, promote, sell, or buy any such prohibited or unauthorized product at the CDM. If CDA discovers that you are selling or buying such prohibited, restricted, or unauthorized products, CDA will require you to stop doing so. If CDA discovers a second violation of this notice, you will immediately be prohibited from being on the CDM trade floor.

CBD and Emerging Products

CDA particularly notes that without FDA authorization, no CBD or Emerging Product making any health or medical claim may be marketed, sold, distributed or bought at the CDM.

Marketing Granted Orders

Attendees are reminded that any manufacturer of any tobacco product, including, but not limited to, e-cigarettes, vape, e-liquids, modern oral products, and synthetic nicotine products, which does not have a Marketing Granted Order from the FDA runs a risk of adverse actions by, and potentially substantial financial penalties from, the FDA. If a manufacturer has submitted a Pre-Market Tobacco Application which has not been acted upon by the FDA for any reason, or remains under review by the FDA, according to the terms of the Tobacco Control Act, that manufacturer can and might be held to be illegally marketing that company's products. As noted above, CDA takes no responsibility for determining whether a product has a Marketing Granted Order.

Health Considerations

If you have or have been exposed within the past 5 days to any serious transmittable disease such as covid, RSV, the flu, or measles, please do not attend the CDM. CDA shall not be responsible or liable for any illness or attendant consequence due to a contagious disease. CDA shall follow all CDC and other federal, state, or local health guidelines in effect.