



**AAACE®**  
**CARDIOMETABOLIC**  
**CONFERENCE**

**October**  
**8-10** | Live virtual



## **AAACE Cardiometabolic Conference**

### **Virtual Exhibitor & Sponsor Rules and Regulations**

The following constitute the rules and regulations for the AAACE 2021 Cardiometabolic Conference (“Exposition”).

#### **1. Purpose**

The objective of the Exposition is to further AAACE’s tax-exempt mission and the educational, scientific and practice needs of its members by providing a forum through exhibits and technical panels. Exhibitors are limited to firms, organizations, and agencies whose exhibits are in harmony with the purpose of this Exposition. The meeting will be an online only (“Virtual”) event with digital content and exhibits.

#### **2. Location of and Restrictions on Exhibits**

The Conference will be held online over the dates of October 8-10, 2021. The Virtual content will be recorded and made available on-demand to AAACE 2021 Cardiometabolic Conference attendees and other viewers until December 31, 2021.

Exhibitor may not sublet its Virtual exhibit space, nor any part thereof, nor exhibit, offer for sale, or advertise articles not manufactured or sold by the exhibiting company, except where such articles are necessary for proper demonstration or operation of the exhibitor’s display, in which case identification shall be limited to the manufacturer’s normal regular nameplate. Exhibitor may not permit non-exhibiting company representatives to operate from its Virtual booth. Any exceptions, including any allowance or deviation to the use of exhibit space, are at the sole discretion of AAACE.

#### **3. Occupancy Default**

Any exhibitor failing to occupy Virtual space contracted for shall not be relieved of the obligation of paying the full rental charge of such space. If content is not provided for the installation of the Virtual display by the time set for completion in accordance with the timeframe provided in onboarding materials, such space shall be taken by AAACE, re-allocated or reassigned for such purposes or use at AAACE’s sole discretion, and exhibitor’s exhibit fees shall be forfeited.

#### **4. Eligibility**

AAACE has the sole right to determine the eligibility of any company or product for inclusion in the Exposition. The selling of any products or services without prior approval from AAACE is strictly prohibited. All products and services exhibited must be relevant to those that practice in the field of endocrinology as determined by AAACE. Exhibitors guarantee and warrant that their exhibits will be in compliance with applicable regulations regarding the marketing and advertising of their products. AAACE will not be responsible for any losses incurred, including inability to exhibit, for exhibitors that do not have the necessary legal documents in place to sell products or conduct any activities within the space. Exhibitor will provide a copy of the documents to AAACE prior to the show. The sale of approved products or services does not constitute an endorsement of the exhibitor or its products or service by AAACE, nor shall any exhibitor state or imply any such endorsement. AAACE reserves the right to refuse space to any company that has failed to fulfill its financial obligations to AAACE, and/or whose products or services, in AAACE’s sole discretion, do not meet



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the educational, scientific or practice needs of our members and attendees.

### **5. Cancellation or Change of Exposition**

In the event that the Virtual platform in which the Exposition is conducted should become unfit for any reason or substantially interfered with for any reason, the Exposition may be canceled or changed, at the sole discretion of AACE. AACE shall not be responsible for delays, damage, loss, increased costs, or other unfavorable conditions arising by virtue of cancellation or change of Exposition.

Reasons for changes or cancellation of Exposition shall include but are not limited to: fire, casualty, flood, epidemic or pandemic necessitating measures to reduce the spread, earthquake, explosion, accident, blockage, embargo, inclement weather, governmental restraints, act of a public enemy, riot or civil disturbance, impairment or lack of adequate transportation, inability to secure sufficient labor, technical or other personnel, labor union disputes, loss of lease for any reason, disruptions to/or loss of internet services, for any reason regardless of cause, municipal, state or federal laws, or act of God. Should AACE terminate this agreement pursuant to the provisions of this section, the exhibitor waives claims for damage arising therefrom. In the event AACE determines that the Exposition shall be terminated or canceled for any reason, refunds of "Paid Exhibit Space Fees" and "Paid Sponsorship Fees" (or credits towards future exhibitor fees) will be made upon the sole discretion of AACE. In any case, refunds or credits will not exceed the amount of each Exhibitor's Paid Exhibit Space Fee less any pro rata adjustments based on non-reimbursable direct and/or indirect event costs or financial obligations incurred by AACE through the date of termination or cancellation.

### **6. Cancellation by Exhibitor**

In the event of cancellation for any reason by an exhibitor, refunds will not be issued. AACE must receive written notification of the cancellation (email is permissible).

### **7. Payment**

All exhibit space, support opportunities, advertising and marketing opportunities, exhibitor directory listings, etc. must be paid in full prior to the first day of the Exposition. Exhibitors with outstanding balances will not be permitted to access the Virtual environment if payment in full is not received prior to the first day of the event. Access to the Exposition will also be withheld until full payment has been received.

Full Payment and/or any remaining balance is due with submission of Application.

### **8. Limitation of Liability**

Exhibitor agrees to make no claim for any reason whatsoever against AACE, its employees, agents, or representatives for loss, theft, damage, or destruction of goods; nor for any injury, including death, to exhibitor, exhibitor's employees, agents, or representatives; nor for any damage of any nature, including damage to its business for failure to provide exhibit space; nor for failure to hold the Exposition as scheduled; nor for any action or omission of AACE. The exhibitor is solely responsible for its own exhibition material and products and should insure exhibit and products from loss or damage from any cause whatsoever. AACE shall bear no responsibility for the safety of the exhibitor, its personnel, employees, agents or representatives or personal property.



### **9. Exhibitor Appointed Contractors (“EAC”)**

Exhibitors using any company to provide development or design services for their Virtual booth (each an exhibitor appointed contractors or EAC) are responsible for ensuring that provider is furnished with and complies with these Rules and Regulations, and exhibitors remain responsible for the acts or omissions of the EACs. EACs must also abide by all applicable federal, state and local laws and regulations.

### **10. License of Intellectual Property.**

AACE and the Exhibitor are each the sole owner of all right, title, and interest to their respective intellectual property, including such party's logo, trademarks, trade names, and copyrighted information, unless otherwise specified (collectively, "Intellectual Property"). Exhibitor hereby grants to AACE a limited, non-exclusive license to use certain of Exhibitor's Intellectual Property, including names, trademarks, and copyrights, in connection with promotion of the Virtual Exhibit Program and to inform attendees of what companies will be participating in the Exposition. AACE hereby grants to Exhibitor, provided that AACE gives prior consent (which may be by electronic mail), the use of its Intellectual Property. Exhibitors using any company to provide, development or design services for their Virtual booth are responsible for ensuring that provider is furnished with and complies with these rules and regulations. Third party companies must also abide by all federal laws and regulations.

### **11. Compliance with Applicable Law**

Exhibitors will comply with all applicable Federal, State, and municipal statutes, ordinances, regulations, rules, and requirements including without limitation laws applicable to patents, copyrights, and trademarks. Exhibitors will not discriminate against any person on account of race, color, ancestry, religion, national origin, age, gender, sexual preference, sexual orientation, gender identity, marital status, family status, genetic status, pregnancy, parenthood, political affiliation, veteran's status, or any other protected status.

### **12. FDA Guidance**

Exhibitors must abide by all applicable Food and Drug Administration (FDA) regulations, including but not limited to any or all approval requirements. Exhibitors are reminded that the FDA generally prohibits the advertising or other promotion of investigational or unapproved drugs and devices. The FDA also forbids the commercial promotion of approved drugs or devices for unapproved uses. Unapproved devices may be displayed only if they are the subject of an effective investigational device exemption (IDE) or if they are the subject of a pending 510(k) pre-market notification application. Any investigational product that is displayed or graphically depicted within the exhibit must (a) contain no claims of safety or effectiveness, (b) contain no comparative claims to other marketed products, and (c) be accompanied by a sign clearly and prominently stating that the device is limited by federal law to investigational use and is not approved by the FDA for commercial distribution in the United States. Exhibitors may not sell, commercialize, or take orders or names with respect to an investigational drug or device, or a device that is the subject of a pending 510(k) application, unless limited to research or investigational use.

The FDA may permit release of articles (including medical devices, pharmaceuticals, and biologics) which may not be in full compliance with U.S. laws and regulations, for exhibition at Trade Fairs, under Customs and Border Patrol Supervision (Fair Trade Act of 1959). The exhibiting company



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must display a placard in its booth, advising that the product may not be in compliance with applicable FDA regulations. These companies may not sell, commercialize, or take orders with respect to US Physicians.

If the FDA or a court of competent jurisdiction determines that a company's exhibit at an AACE event is in violation of any FDA regulations, including but not limited to the promotional restrictions and rules described above, the company must immediately cease exhibiting any offending products and may be subject to sanctions, including but not limited to exclusion from exhibiting at subsequent AACE events.

### **13. Exhibit Photography/Recordings/Broadcasts**

No pictorial, visual or audio recording, or broadcasting of the exhibitor's Virtual content shall be made without the prior written approval of AACE Exposition Management. Downloading or otherwise recording another exhibitor's content is strictly prohibited. Exhibitors must obtain an appropriate music license prior to playing any copyrighted music in its Virtual booth display.

### **14. Gifts/Giveaways/Contests/Drawings**

Contests and drawings must be open to all attendees and must be conducted in a professional manner and in accordance with all applicable laws. All giveaways must be approved in advance by AACE Exposition Management. All requests must be sent via email to Meghan Leahy at [meghan.leahy@spargo.com](mailto:meghan.leahy@spargo.com). An approval form for giveaway items will be available in the Exhibitor Service Manual. Exhibitors that interact with physicians and other healthcare professionals during the Exposition are asked to review the codes of ethics developed by PhRMA and AdvaMed as well as the Physician Payment Sunshine Act. Ethical practices and industry conduct can differ among companies. It is the responsibility of each company to decide what types of activities are appropriate as they relate to sales and promotional events. Exhibitors are solely responsible for notifying any winners, distributing giveaways, and if applicable issuing IRS Form 1099. Alcohol is not permitted as a prize. In addition, Exhibitor shall indemnify and hold harmless AACE from any claims of violations of law or improper handling of any contests, lotteries, giveaways, or sweepstakes offered by Exhibitor.

AACE retains the right to deny the exhibition of inappropriate items and products. AACE reserves the right to require any information it deems necessary to determine the appropriateness of an Exhibitor's item or product. Exhibitors guarantee and warrant that their exhibits will be in compliance with applicable regulations regarding the marketing and advertising of their products.

### **15. Booth Personnel**

Exhibitor representatives are restricted to personnel engaged in the display, demonstration, application or sale of the company's product or services. Each company will be given three (3) full event registrations for either hosting a Virtual Booth or Product Theatre. If hosting a Breakout Session, exhibitors will be assigned at the time of contract signing. Exhibitors are asked to only attend their breakout session and are not permitted to attend another company's Breakout Session. Any additional passes will be provided at a rate of \$75 per pass. AACE reserves the right to restrict or limit the number of booth representatives. All exhibits must have personnel present during show hours.

### **16. Indemnification**

By submitting an exhibitor application and entering into a contract for Virtual Exhibit Space, exhibitor



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agrees to indemnify, hold harmless and defend AACE and its directors, officers, agents, members, servants, and employees, from and against any and all such claims, losses, liabilities, damages, and expenses arising in, at, out of, or in connection with the exhibitor's Virtual exhibit or arising out of the manufacture or sale of any goods or services by exhibitor or its officers, directors, employees, agents, representatives, invitees, agents or contractors. Such indemnification shall be effective regardless of any claim of negligence on the part of any indemnified party. This provision shall be construed to be incorporated into the Application.

### **17. Amendment and Additional Rules**

Any matters not specifically covered by the preceding rules shall be subject solely to the decision of AACE. AACE may, at any time, make reasonable amendments, clarifications, or add further rules to these rules, and all such changes shall be binding on exhibitors once forwarded to them electronically thereafter. All terms and conditions of the Application and Contract for Exhibit Space and the AACE 2021 Cardiometabolic Conference Virtual Exhibitor & Sponsor Rules and Regulations remain in full force and effect and are hereinafter made a part hereof. Exhibitors are also subject to the terms of AACE's privacy policy, GDPR policy, and website terms of use, which can be found at <https://pro.aace.com/about/privacy-policy-and-intellectual-property>.

### **18. Agreement to Rules**

Exhibitor, for himself or itself, his or its personnel, employees, agents, or representatives, agrees to abide by the foregoing rules, and by any amendments and additional rules that may be put into effect by AACE.