



Exhibit Rules and Regulations
Effective: September 14, 2020
Meeting Dates: December 13–17, 2020
Exhibit Dates: December 14–17, 2020

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Introduction

The American Association for Clinical Chemistry is committed to providing the highest quality Annual Scientific Meeting and Clinical Lab Expo possible. It is agreed and understood that these policies for exhibitors are part of a contract between the exhibitor and AACC, and that submission of the application for exhibit space constitutes the exhibitor's agreement to abide by these regulations. AACC reserves the right to interpret, amend, and enforce these terms at any time as it deems proper to assure the success of the exposition. Written notice of any amendment or interpretation of the following rules and regulations shall be given to all contracted exhibitors. All amendments are binding upon publication for all parties as if contained in the original regulation.

It is the responsibility of the official exhibitor representative to see that all exhibit personnel are made aware of and adhere to all rules and regulations and conduct themselves in a professional manner. AACC reserves the right to restrict exhibits that are objectionable because of, for any reason, and to prohibit or remove any exhibit that, in the opinion of AACC, detracts from the general character of the virtual exhibits. All exhibit activities and content must be professional in nature and provide educational information related to the field of laboratory medicine. This reservation includes persons, things, conduct, printed material, or any other reason that AACC judges to be objectionable. In the event of such restriction or removal, AACC is not liable for any refund to the exhibitor.

Eligibility to Exhibit

Only an organization identified on a signed Application and Contract for Virtual Exhibit, submitted either by hard copy or online, that has been approved by AACC may exhibit. The name of the company or organization whose name appears at the top of the Application and Contract for Virtual Exhibit is eligible to exhibit.

Priority Point System

The priority point system is designed to recognize companies that support AACC and its activities, and to encourage new companies to participate. Priority points are assigned for each year of participation as an exhibitor and/or corporate supporter. Companies and organizations participating in the 2020 Virtual Annual AACC Scientific Meeting & Clinical Lab Expo will earn priority points as described [here](#).

Priority points not only determine exhibit hall placement, but also help determine placement for group housing blocks. Please keep in mind that, in addition to the priority-point total, the group size, date of submission of the request and other factors will also influence the final hotel placement.

Priority–Point Reduction

Any corporations/organizations found to be in violation of AACC’s rules and regulations will be subject to a priority–point reduction and other possible action deemed necessary by AACC. Please see the Violations box below for details. The reduction in priority points will affect the priority point standings in future years.

Violations

Failure to adhere to the AACC rules and regulations will result in immediate penalties. AACC strictly enforces the rules and regulations and will make all parties responsible for upholding them.

Violations of AACC’s rules and regulations will result in the following penalties:

- 1st violation: loss of current–year priority points
- 2nd violation: loss of one–half of all accrued priority points for a second violation in any three–year span
- 3rd violation: loss of the remainder of all accrued priority points
- 4th violation: one–year suspension of exhibiting privilege

AACC reserves the right to enact further penalties as it deems appropriate for violations of AACC policy.

Mergers and Acquisitions

Priority points will be calculated for the company name stated on the exhibit space contract or corporate support letter of agreement. If companies have since merged, been acquired, or have purchased another company, the resulting company will be allotted the combined total of points from each company. A company that has merged with another exhibiting company must submit notice in writing by the merged company. Please submit such requests to Michele LaFrance at aaccexhibits@spargoinc.com.

Companies belonging to a parent company with other divisions participating at AACC cannot reserve an exhibit under the parent company’s points unless they are participating under the parent company’s name.

Subleasing of Exhibit Space

An exhibitor may not sublet, share or apportion its contracted exhibit to another organization or business unless prior written consent has been obtained by AACC. An exception will be considered when a corporate affiliation exists (meaning that the organizations share a parent

company) or for a government sponsored pavilion).

Exhibitor–Appointed Contractors (EACs)

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 the rules and regulations. EAC’s must also abide by all federal regulations.

Review and/or Expulsion of Exhibitors

AACC may review the exhibits at any time. AACC may deny an exhibitor access to or expel an exhibitor from the virtual event without refund of any fees if, as determined solely by AACC, such exhibitor has not complied in all material respects with policies, legal requirements, and terms and conditions of the exhibitor agreement.

Promotional Activities

AACC recognizes that promotional activities encourage a steady flow of traffic to your exhibit space. It is imperative that exhibitors display professionalism and consideration for their fellow exhibitors; therefore, interviews, demonstrations, and the distribution of literature or samples must take place within the exhibitor’s space. Priority points will be deducted if this policy is not followed.

Booth Activities

All booth activities and content must be professional in nature and provide educational information related to the field of laboratory medicine. Please contact Meghan Leahy, AACC Exposition Management, at 703–631–6200 or meghan.leahy@spargoinc.com with any questions.

Contests, lotteries, raffles, and games of chance

Contests, lotteries, raffles, and games of chance must comply with the following guidelines: “The contest must be open to all meeting attendees and be conducted in a professional manner.” Prizes must be educational in nature and moderate in value (under \$100).

- Giveaways should meet the standards of the [AdvaMed Code of Ethics](#). Notification of winners, semi–finalists, and runners–up, etc., must take place after the conclusion of the AACC Annual Scientific Meeting and Clinical Lab Expo.
- Contests of any kind must first be approved by AACC Exposition Management. Exhibitors intending to conduct contests, lotteries, raffles, or games of chance must submit a written request along with a photo to meghan.leahy@spargoinc.com.

All items distributed must be useful to the participants at the meeting and/or in their professional activities. Items must be small in size and made available to all AACC attendees, regardless of registration type or demographics, as long as the supplies last. Please also note the following restrictions:

- It is AACC's policy that all giveaways by exhibitors meet the giveaway standards of the [AdvaMed Code of Ethics](#), whether or not the companies have adopted the AdvaMed Code. All giveaways by exhibitors must be designed primarily for the education of patients or health care professionals. Such giveaways must also be of modest value (under \$100) and available to all registered attendees immediately upon request.
- The following items are not eligible giveaway items: balloons, cash or cash equivalents, golf/tennis balls, stress balls, hats, fans, massagers, stuffed animals, t-shirts, toys.
- The following items are examples of approved giveaways: Hand Sanitizers, Pens, Catering, Lens cleaning cloths, Industry related books, Business card holders, USB's, Safety glasses, Gloves, Tools related to the job (petri dishes, slides, beakers, graduated cylinders, pH papers, droppers, tube pinching clamps, beaker tongs, test tube racks, thermometers, stirring rods, pipettes and bulbs and funnels) Scales, Instant Sealing Pouches and Lab Air Monitors.
- Any exhibitors found distributing materials that have not been officially approved will be required to cease distribution immediately and will have their priority points reduced.

Exposition Photography/Recording Policy

No pictorial, visual or audio recording, or broadcasting of any virtual content shall be made without the prior written approval of AACE Exposition Management. Downloading another exhibitor's content is strictly prohibited.

Failure to Adhere to Policy

Exhibiting companies that violate this policy could face a loss of accrued priority points and suspension of exhibiting privileges. AACC strictly enforces the rules and regulations and will hold all parties responsible for upholding them.

Industry, Federal, and State Regulations

Each company is responsible for understanding and following the specific requirements of any

code to which they have signed on, and any local, state, and federal laws pertaining to laboratory medicine and medical device manufacturer conduct.

[AdvaMed Code of Ethics on Interactions with Health Care Professionals](#)

[U.S. Food and Drug Administration \(FDA\)](#)

Americans With Disabilities Act

Exhibitors shall be responsible for making exhibits accessible to persons with disabilities, as required by the Americans With Disabilities Act, and shall hold AACC harmless from any consequences of an exhibitor's failure in this regard.

Insurance and Liability Issues

Limitations and Liability

Exhibitor agrees to make no claim for any reason whatsoever against AACC, its employees, agents, or representatives for loss or theft; nor for any damage of any nature, including damage to his business for failure to provide a virtual presence; nor for failure to hold the virtual exposition as scheduled; nor for any action or omission of AACC. The exhibitor is solely responsible for his own virtual content within the confines of the virtual platform.

License of Intellectual Property

AACC and the Virtual Exhibitor are each the sole owner of all right, title, and interest to AACC's and the Exhibitor's respective information, including such party's logo, trademarks, trade names, and copyrighted information, unless otherwise provided (collectively, "Intellectual Property"). AACC and the Exhibitor hereby each grant to the other a limited, non-exclusive license to use certain of the granting party's Intellectual Property, including names, trademarks, and copyrights, in connection with promotion of the Virtual Exhibit Program.

Attorneys' Fees, Governing Law, Jurisdiction

The Agreement between the exhibitor and AACC, of which these policies are a part, shall be governed by the laws of the District of Columbia, without regard to choice of law provisions. The exhibitor and AACC consent to the exclusive subject matter and personal jurisdiction of the courts of the District of Columbia, over any dispute arising under the Exhibitor Agreement or AACC's enforcement of AACC policies and standards. In the event that AACC litigates to enforce its rights, it shall be entitled to reasonable attorneys' fees incurred in connection with a judgment obtained by it.

Indemnification

Neither AACC, SPARGO, Inc. nor its other agents or representatives, or their shareholders, officers, directors, employees or contractors shall be responsible for any injury, loss or damage that may occur to exhibitor or to exhibitor's agents, employees, affiliated personnel, officers, directors, shareholders,

contractors or representatives or any of their property, businesses or other activities from any cause whatsoever, prior to, during or after the conference or exposition event. By signing this Agreement, exhibitor expressly and voluntarily and knowing assumes all such risk and expressly agrees, and hereby does indemnify, defend and hold harmless AACC, SPARGO, Inc. and other agents and representatives, and their shareholders, officers, directors, employees and contractors, from and against all claims and liabilities arising out of, or in any way related to, the acts omissions or negligence of exhibitor, exhibitor's agents, invitees, employees or representatives.

Cancellation of Exposition

It is mutually agreed that, in the event of cancellation of the AACC Scientific Meeting and Clinical Lab Expo as a result of strikes, acts of God, war, terrorism, disaster, curtailment of transportation facilities, governmental regulations, power or internet outages, technology disruptions or other causes that would prevent its scheduled opening or continuance, this agreement will be terminated immediately. AACC shall determine an equitable basis for the refund of a portion of the exhibit, exhibitor meeting room rentals and/or sponsorship opportunity fees after due consideration of expenditures and commitments already made.

Payments, Cancellations, and Refunds

All exhibit space, meeting room rentals, , Product Theaters, and mailing list rentals or other sponsorship opportunities must be paid in full prior to the start of the virtual meeting. Exhibitors with outstanding balances will not be permitted access to the virtual exhibit hall.

Payment Policy:

- 100 percent payment due with Application and Contract for Virtual Exhibit Space

AACC requires payment in full with the submission of an Application and Contract for Virtual Exhibit Space. Failure to make payments does not release the contracted or financial obligation of Exhibitor.

Cancellation Penalties:

- Any cancellations received in writing will incur a 100 percent cancellation penalty and the exhibitor will be issued NO refund of any monies received by AACC for said cancellation.

Cancellation of the exhibit includes cancellation of registration allotted with exhibit. Note that any exhibiting company that cancels exhibit space BEFORE it has made full payment is liable for full.