

**American College of Obstetricians and Gynecologists
2022 Annual District Meetings
EXHIBITOR/SPONSOR RULES AND REGULATIONS**

The following rules and regulations apply to Exhibitors and Sponsors of the 2022 District IV and VII Annual Meeting, 2022 District VI Annual Meeting, 2022 District V, VIII and IX Annual Meeting, 2022 District XI Annual Meeting, 2022 Northeast District I Annual Meeting, and the 2022 Armed Forces District Annual Meeting. The Exhibitors/Sponsors understand that when applying for exhibit/sponsorship opportunities they are bound by these rules and regulations as well as all other ACOG material. To be an Exhibitor/Sponsor, the organizations must be approved by ACOG. All organizations participating as an Exhibitor/Sponsor must have a product or service that is related to the field of obstetrics or gynecology or that may otherwise benefit the attendees. ACOG reserves the right to modify the eligibility criteria or to revoke its approval at any time and for any reason. If ACOG revokes its approval, ACOG will refund the Exhibitor/Sponsor's payment.

ACOG LOGO USE

The name American College of Obstetricians and Gynecologists, the acronym ACOG and the ACOG logo are registered trademarks of the American College of Obstetricians and Gynecologists. Use of the aforementioned in conjunction with promotional materials, advertisements, email marketing, company websites, endorsements, statements, contests and/or awards are strictly prohibited. In addition, Exhibitor/Sponsor is not permitted to use the name American College of Obstetricians and Gynecologists or the acronym ACOG in a company website address, email signature/tag line, etc.

FULL PAYMENT

Exhibitor/Sponsor agrees to pay ACOG in the amounts and by the deadlines set-forth in the contract. ACOG requires payment in full with application. Failure to make payment does not release the contracted or financial obligation of the exhibitor or sponsor. The payments under this Agreement shall constitute payment solely for the exhibit/sponsorship program as described in the ACOG Exhibit/Sponsorship Application and Contract. Such payments shall in no manner be considered compensation or reimbursement for services rendered, activities undertaken by ACOG on behalf of Exhibitor/Sponsor, or income from a partnership or joint venture.

Payment is due in full with application. ACOG requires payment in full with application. Failure to make payments does not release the contracted or financial obligation of Exhibitor/Sponsor.

An invoice with instructions to submit credit card payment will be sent via email.

All checks and money orders must be sent with a copy of your invoice in U.S. funds and made payable to the American College of Obstetricians and Gynecologists (ACOG).

Mail checks and money orders to: ACOG Exposition Management, c/o SPARGO, Inc. 11208 Waples Mill Road, Suite 112, Fairfax, VA 22030.

Checks sent without the invoice, in combination with other payments, or not properly addressed may have a delay in processing.

The ACOG tax ID number is 90- 0489809. See the exhibitor portal for ACOG's W-9.

CANCELLATION POLICY

Upon cancellation there is 100% of total amount due from Exhibitor/Sponsor with no refunds. However, a full refund will be provided if exhibit/sponsorship is canceled by ACOG without cause.

In the event that an ADM is postponed due to any occurrence not occasioned by the conduct of ACOG, the Exhibitor/Sponsor, whether such occurrence be an act of God; the common enemy; the result of terrorism, war, riot, civil commotion, sovereign conduct; widespread dissemination of an infectious disease; curtailment of transportation facilities; or the act or conduct of any third party (individually and collectively referred to as the "Occurrence"), then the performance of the parties of their respective meeting obligations shall be excused for such period of time as is reasonably necessary after the Occurrence to remedy the effects thereof. If the Occurrence results in cancellation of a 2022 ADM, the obligations of the parties under applicable agreements shall automatically be terminated and all payments shall be refunded to Exhibitor/Sponsor, less any pro rata adjustments based on non-reimbursable direct and/or indirect event costs or financial obligations incurred by ACOG through the date of sponsors' notification of event termination or cancellation or through the completion of event termination or cancellation processes, whichever is later.

CONFIDENTIALITY

ACOG and Sponsor, on behalf of themselves and their respective agents and employees, agree not to use or disclose at any time any confidential information of the other party or its affiliated groups, unless expressly authorized in writing and/or required by law. Both parties acknowledge that the obligations undertaken in this Section will survive the termination or expiration of this Agreement.

COMPLIANCE

ACOG reserves the right to remove any exhibit/sponsorship, or bar future exhibit/sponsorship participation if, in ACOG's opinion, the Exhibitor/Sponsor disregards or refuses to observe ACOG's rules, policies, or written or verbal instructions or if ACOG determines that the material is offensive or not in keeping with the professionalism or standards of the practice of obstetrics and gynecology. If exhibitor/sponsor removal does occur, ACOG will neither refund the exhibit/sponsorship fee paid nor pay for exhibitor/sponsor losses such as fees associated with the exhibit/sponsorship.

If, in ACOG's opinion, the Exhibitor/Sponsor flagrantly disregards ACOG's guideline(s), policies, or directives, ACOG reserves the right to impose an appropriate penalty which may not be stated above.

By signing (physically or electronically) the Exhibit/Sponsor Application/ Contract, the Exhibitor/Sponsor agrees to abide by all of the requirements contained in the Exhibit Prospectus, and any correspondence from ACOG to the Exhibiting/Sponsoring company, their staff, officers or agents. Together, these documents comprise the contract between ACOG and the Exhibitor/Sponsor. Exhibitors/Sponsors must abide by the [ACOG Meetings Anti-Harassment Policy](#).

TERM AND TERMINATION

This Agreement is effective as of the date of last signature, and will terminate (i) upon conclusion of the post promotion of the Virtual Exhibits, or (ii) upon the occurrence of a material breach (including failure to make timely payments) by either party if such breach is not cured within thirty (30) days after written notice of such breach is received, or (iii) upon thirty (30) days' notice by ACOG to Exhibitor/Sponsor, with or without cause. In the event of termination for material breach by ACOG, or termination without cause by ACOG, ACOG will refund payments made by Exhibitor/Sponsor. Upon any termination of this Agreement, all rights, and privileges for use of the other party's Intellectual Property shall expire and each party shall discontinue the use of the other party's Intellectual Property.

MISCELLANEOUS

This Agreement supersedes all prior writings or oral agreements and constitutes the entire agreement between the parties on the subject hereof; it may be amended only by a writing clearly setting forth the amendments and signed by both parties. This Agreement is binding on the parties, their successors, and assigns, provided that no party may assign this Agreement without the prior written consent of the other party. Either party's waiver of or failure to exercise any right provided for in this Agreement shall not be deemed a waiver of any further or future right under this Agreement. All notices required or permitted hereunder shall be in writing, sent to the parties at the addresses provided by the parties. This Agreement shall be governed by and interpreted in accordance with the laws of the District of Columbia.

EXHIBITOR/SPONSOR DISPUTES AND ACOG

Exhibiting/Sponsoring companies, their employees, agents, and vendors agree that any legal disputes, suits, or actions between ACOG and an Exhibitor or Sponsor resulting from the participation in the exhibition or related activities of the 2022 ADM will be governed by the laws of the District of Columbia without regard to conflicts of law principles, and shall be adjudicated exclusively in the courts located within the District of Columbia. Exhibitor/Sponsor hereby consents to personal jurisdiction and venue in the District of Columbia.