

2023 Highlights of ASH® in North America
Exhibit Rules and Regulations
Effective: September 15, 2022

Exhibit Dates:

January 13–14, 2023 – Seattle, WA / Washington, DC
January 20–21, 2023 – Chicago, IL / New York, NY
January 27–28, 2023 – San Francisco, CA

Table of Contents

TABLE OF CONTENTS.....	1
INTRODUCTION.....	2
ELIGIBILITY TO EXHIBIT	2
PRIORITY POINTS POLICY	3
FAILURE TO OCCUPY EXHIBIT SPACE	6
PROMOTIONAL ACTIVITIES	6
INDUSTRY, FEDERAL, AND STATE REGULATIONS.....	8
INSURANCE AND LIABILITY ISSUES.....	10
PAYMENTS, CANCELLATIONS, AND REFUNDS	11

Introduction

ASH is committed to providing the highest quality meeting possible. It is agreed and understood that these policies for exhibitors are part of a contract between the exhibitor and ASH, and submitting an application for exhibit space constitutes the exhibitor's agreement to abide by these regulations. The following rules and regulations are taken from the [ASH Corporate Policies](#) and form a binding contract between the exhibitor and ASH. All exhibit participants are strongly encouraged to read and be familiar with these policies, as well as the [ASH Principles for Relations With Industry](#).

It is the responsibility of the official exhibitor representative to see that all exhibit staff are made aware of and adhere to all rules and regulations, and conduct themselves in a professional manner.

ASH reserves the right to interpret, amend, and enforce these contract conditions, rules, and regulations at any time to ensure the success of the meeting. Written notice of any amendments or interpretations will be provided to all contracted exhibitors. Any/all amendments made will be equally binding (upon publication) for all parties as if contained in the original regulation.

ASH reserves the right to restrict exhibits that are objectionable for any reason, and to remove any exhibit that, in the opinion of ASH, detracts from the general character of the exhibits or the meeting. This includes noise, glaring or flashing lights, or method of operation. All exhibit activities and content must be professional in nature and provide educational information related to the field of hematology. This reservation includes persons, things, conduct, printed material, or anything ASH judges to be objectionable. In the event of such restriction or eviction, ASH is not liable for any refund to the exhibitor.

Eligibility to Exhibit

Only an organization identified on a signed exhibit Application and Contract that has been approved by ASH may exhibit. The name of the company or organization whose name appears at the top of the Application and Contract for an exhibit space is eligible to be placed on the tabletop space or be listed in print or online. Each exhibit includes three meeting badges. **Badges are non-transferrable.**

Wholly owned subsidiaries of the exhibiting company may, however, be identified as long as the principal identification is the parent company name and logo. If both the wholly owned subsidiary and parent company wish to be listed separately in print or online, ASH will require each company or organization to contract for their own tabletop space. ASH retains the exclusive right to determine which companies and organizations may exhibit at ASH meetings.

Eligible exhibitors may exhibit commercially available hematologic products and services whose marketing, safety, and efficacy have been determined as required by applicable law, provided that the specific products or services have been approved for exhibition by ASH. Products eligible for exhibition are hematologic products, equipment, and services that, upon review by ASH and at the sole discretion

of ASH reviewers, are marketed for the labeled indication or promoted for a use in accordance with applicable legal requirements, including as required by the **Food, Drug, and Cosmetic Act** and FDA regulations. Character of the exhibits is subject to the approval of ASH. ASH reserves the right to curtail exhibits or parts thereof that do not reflect the character of the meeting. This reservation applies without limitation to persons, conduct, or any other items that affect the character of the exhibit.

Exhibits with a primary purpose of conducting market research, gathering business intelligence, identifying key opinion leaders, identifying data sources, or similar activities not consistent with the purpose of the exhibit hall, are not eligible.

Please note that while all meeting attendees are invited to the exhibit area, anyone who is observed to be soliciting business in public spaces, including another company's tabletop, will be asked to leave immediately and their badge may be revoked. Additional penalties may be applied. Please report any violations you may observe to ASH Show Management.

Priority Points Policy

2023 Recognition Points

ASH greatly values its corporate partners. In exchange for your company's support, ASH ensures appropriate acknowledgment of all contributions and assigns exhibitor priority points according to the scale below. The combination of three years of support comprise your company's ranking. This ranking determines future exhibit booth placement and group housing block placement for the 66th ASH Annual Meeting and Exposition in 2024.

Priority point standings are calculated based on the company's prior three years of participation in ASH programs and initiatives. The 66th ASH Annual Meeting and Exposition standings will be determined by the points accumulated during 2021–2023. Points earned after October 2, 2023 will be included in the calculations the following year.

Tier One Three points for every \$2,500	Tier Two Two points for every \$2,500	Tier Three One point for every \$2,500	
<p>Highlights of ASH in Asia-Pacific</p> <ul style="list-style-type: none"> › Commercial sponsorship › Education grants › Exhibit space › Satellite Symposia <p>Highlights of ASH in Latin America</p> <ul style="list-style-type: none"> › Commercial sponsorship › Education grants › Exhibit space › Satellite Symposia <p>Highlights of ASH in the Mediterranean</p> <ul style="list-style-type: none"> › Commercial sponsorship › Education grants › Exhibit space › Satellite Symposia 	<p>ASH Awards</p> <ul style="list-style-type: none"> › Bridge Grant Awards › Minority Recruitment Initiative Awards › Scholar Awards <p>ASH Annual Meeting (In-person)</p> <ul style="list-style-type: none"> › Education grants <p>ASH Annual Meeting (Virtual)</p> <ul style="list-style-type: none"> › Education grants › Platinum level exhibit <p>ASH Meeting on Hematologic Malignancies</p> <ul style="list-style-type: none"> › Education grants <p>ASH Summit on Immunotherapies for Hematologic Diseases</p> <ul style="list-style-type: none"> › Education grants <p>Corporate Friends Program</p> <p>Enduring Materials</p> <ul style="list-style-type: none"> › <i>ASH Self-Assessment Program (ASH-SAP)</i> › <i>Hematology 2023</i>, the ASH Education Program <p>Highlights of ASH in North America</p> <ul style="list-style-type: none"> › Education grants 	<p>ASH Annual Meeting (In-person)</p> <ul style="list-style-type: none"> › Advertising in annual meeting publications › ASH Foundation booth activity donation › ASH Foundation Run/Walk sponsorship › ASH-a-Palooza sponsorship › Commercial sponsorship › Exhibit space › Exhibitor meeting rooms › Friday Satellite Symposia › Product Theaters › Industry Theaters › Company Showcases <p>ASH Annual Meeting (Virtual)</p> <ul style="list-style-type: none"> › Advertising in annual meeting publications › ASH Foundation booth activity donation › Commercial sponsorship › Gold level exhibit › Silver level exhibit › Friday Satellite Symposia › Product Theaters › Industry Theaters › Company Showcases › Corporate Poster Walks 	<p>Advertising</p> <ul style="list-style-type: none"> › <i>ASH Clinical News</i> › <i>ASH News Daily</i> › ASH News TV › <i>Blood</i> › <i>Blood Advances</i> › <i>The Hematologist</i> <p>ASH Meeting on Hematologic Malignancies</p> <ul style="list-style-type: none"> › Commercial sponsorship › Exhibit space › Satellite Symposia <p>ASH Summit on Immunotherapies for Hematologic Diseases</p> <ul style="list-style-type: none"> › Commercial sponsorship › Exhibit space › Corporate Presentations <p>ASH Initiatives</p> <ul style="list-style-type: none"> › Health Equity Collective › Sickle Cell Disease Awareness Campaign <p>ASH Foundation Initiatives</p> <ul style="list-style-type: none"> › Annual meeting support (see Annual Meeting In-Person listing) › General charitable donations <p>Highlights of ASH in North America</p> <ul style="list-style-type: none"> › Commercial sponsorship › Exhibit space › Satellite Symposia <p>Independent Medical Education Grants</p>

Products and programs subject to change. Deadline for 2023 calculations is October 2, 2023.

Priority–Point Reduction

Any corporations/organizations found to be in violation of ASH's rules and regulations will be subject to a priority point reduction and other possible action deemed necessary by ASH. Please see the "Violations" box below for details. The reduction in priority points will affect the priority point standings in future years. The ASH Principles for Relations with Industry can be viewed [online](#).

Violations

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

Violations of ASH'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 (and suspension from Corporate Forum 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

Mergers and Acquisitions

Priority points will be calculated for the company name stated on the exhibitor contract or corporate support letter of agreement. If companies have since merged with, been acquired, or have purchased another company, the resulting company will receive the points earned by the company that had the highest points total; company totals will not be combined. When merging, point requests must be submitted in writing to Kristin Hudson at ashexhibits@spargoinc.com.

Companies belonging to a parent company with other divisions participating at ASH cannot reserve an exhibit space under the parent company's points unless they are participating under the parent company's name. For example, if XYZ Pharmaceuticals owns A Inc. and B Inc., A Inc. and B Inc. cannot use XYZ Pharmaceuticals' points to reserve space under the name A Inc. and B Inc. Each company must use its own points to reserve space.

Joint Venture/Co–Marketing

ASH defines co–marketing as two or more companies developing, manufacturing, producing or distributing the same product. Each co–marketing company is responsible for submitting the following to ASH:

- An application and contract for an exhibit space, indicating that the exhibit is for a co–marketed product. This must be done at the time of the initial application and contract submission. Applications and contracts cannot be revised after submission and acceptance by ASH.
- A request on company letterhead that explains the nature of the product and indicates a copy has been forwarded to the representative of each co–marketing company listed on the application.

The company remitting payment for the application and contract will receive the priority points for co–marketed exhibits.

Failure to Occupy Exhibit Space

Any exhibit space not occupied by the first designated event on the formal meeting schedule will be forfeited by the exhibitor. The space may be reassigned or used by ASH without a refund. Exhibitors who anticipate delays in setting up their booths must receive prior written approval from ASH Exposition Management for late installation. Requests may be submitted to Eileen McGill, Exposition Operation Management, at ashexhibits@spargoinc.com. All tabletops must be staffed during exposition hours.

Promotional Activities

Small demonstrations and the distribution of literature or samples must be made within the immediate area of the tabletop exhibit. Canvassing or distributing promotional materials outside the exhibitor's immediate tabletop area is not permitted. No literature may be distributed in the hotel common area, or any public area. Those exhibitors violating promotional material regulations will be warned only once. Priority points will be deducted if this policy is not followed.

Scientific and educational presentations are prohibited within the exhibit area, and exhibitors are prohibited from offering activities in their booths that provide continuing medical education (CME) credit. However, presentations that promote a company's products and services are allowed within that company's immediate tabletop.

Advertising/Marketing

The only appropriate and acceptable venue for the distribution of advertising, publications, or marketing materials is the exhibit area. The display of banners or other advertisements outside of the exhibit area and targeted to attendees of the meeting (including, but not limited to, advertising in hotel public space, in/on buses, taxis, Segways, boats, pedicabs, planes, street cars, building facades, etc.) is prohibited within five miles of the hotel during the period beginning three days before and continuing until three days after the meeting dates. The use of any name, logo, or trademark of ASH in any exhibitor advertising is strictly prohibited without ASH's advance written consent.

Prohibition of Sales

Only publishing companies are permitted to sell hematology-related books during show hours. All other companies/organizations will be limited to taking orders. Those publishers selling items on the show floor are required to collect and remit city and state sales taxes.

Contests, Lotteries, Raffles, and Games of Chance

Contests, lotteries, raffles, and games of chance must comply with the guidelines of the [American Medical Association \(AMA\)](#). 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 \$10), and any

giveaways should also be consistent with the [PhRMA Code](#). Notification of winners, semi-finalists, and runners-up, etc., must take place after the conclusion of the meeting.

Contests of any kind must first be approved by ASH Exposition Management. Requests may be submitted to Eileen McGill, Exposition Operation Management, at ashexhibits@spargoinc.com.

Food and Beverage

ASH prohibits the distribution of any food and/or beverages at the tabletop exhibit; when possible, ASH will schedule meals and/or coffee breaks in the exhibit area to assist with attendee flow. Wrapped candy is permitted.

Giveaways

All items provided to attendees 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 ASH attendees, regardless of registration type or demographics, as long as the supplies last. Please also note the following restrictions:

Commercial Exhibitors

It is ASH's policy that all giveaways by commercial exhibitors in the exhibit hall meet the giveaway standards of the [PhRMA Code](#), whether or not the companies have adopted the PhRMA Code. In keeping with the PhRMA Code, all giveaways by commercial exhibitors must be designed primarily for the education of patients or health care professionals. Such giveaways must also be of modest value (under \$10) and available to all registered attendees immediately upon request.

Nonprofit Exhibitors

All giveaways by nonprofit exhibitors who are not subject to the PhRMA Code must be of modest value (under \$10) and available to all registered attendees immediately upon request. Giveaways by nonprofit exhibitors who are subject to the PhRMA Code must meet the standards listed above for giveaways by commercial exhibitors. Use this link for more information on the [PhRMA Code](#).

The [Patient Protection and Affordable Health Care Act](#) signed into law in March 2010 includes the Physician Payment Sunshine Act, which requires pharmaceutical, medical device, biological, and medical supply manufacturers to report to Health and Human Services (HHS) any "payment or other transfer of value" to physicians and teaching hospitals that exceeds \$10 in value. Regarding giveaways and in-booth hospitality approved by ASH, it is the responsibility of the exhibiting organization to comply with the aforementioned Act and record or report as required by law.

All giveaways must be approved by ASH Exposition Management. Requests may be submitted to Eileen

McGill at ashexhibits@spargoinc.com.

Any exhibitors found distributing materials that have not been officially approved will be required to cease distribution immediately and may have their priority points reduced.

Social Media

ASH posts frequent updates to the following official Society social media profiles throughout the meeting:

- Facebook: facebook.com/americansocietyofhematology
- Instagram: [@ASH_Hematology](https://instagram.com/ASH_Hematology)
- LinkedIn: linkedin.com/americansocietyofhematology
- Twitter: [@ASH_Hematology](https://twitter.com/ASH_Hematology)

Exhibiting companies may use social media to generate interest in their exhibit as long as they are not disruptive and adhere to the exposition photography/recording policy. Exhibitors are encouraged to follow the Society's social media updates throughout the meeting, use designated meeting hashtags, and tag ASH in posts. Exhibiting companies should keep posts to a reasonable volume; social media posts including the meeting hashtag that could be perceived by attendees as spam may be blocked from social media feeds projected throughout the hotel, on the ASH website, and in the meeting mobile app.

Exhibitors planning to engage with attendees should note that ASH reserves the right to restrict campaigns that are objectionable because of noise, glaring or flashing lights, disruptive costumes, method of operation, or any other reason. The ASH logo should not be used in any social media posts. All activities and content must be professional in nature and provide educational information related to the field of hematology. Exhibitors must receive permission from attendees/other exhibitors when using names or photos as a part of a social media campaign. See "Contests, Lotteries, Raffles, and Games of Chance" for guidelines for offering prizes.

Failure to Adhere to Policy

Exhibiting companies that violate this policy could face a loss of accrued priority points and suspension of exhibiting privileges. ASH 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, the policies within the CMSS Code, and any local, state, and federal laws pertaining to pharmaceutical and medical device manufacturer conduct.

[AdvaMed Code of Ethics on Interactions with Health Care Professionals](#)
[American Medical Association \(AMA\) Ethical Opinion on Gifts to Physicians](#)

CMSS Code for Interactions with Companies
PhRMA Code on Interactions with Healthcare Professionals
Physicians Payments Sunshine Act
U.S. Food and Drug Administration (FDA)

All products marketed and promoted in the exhibit area are regulated by the U.S. Food and Drug Administration (FDA) must meet FDA guidelines and be FDA-approved. It is the responsibility of exhibiting company to ensure adherence to FDA regulations, policies, practices and guidelines, and all other applicable industry guidelines, concerning the demonstration, discussion, use and/or display of products, technologies, and/or services at the ASH meeting. In addition, ASH encourages participants to verify with their companies' own medical affairs/compliance staff for guidelines required by their own companies.

Information regarding FDA regulations should be obtained directly from the FDA.

Attention International Exhibitors: The FDA requires exhibitors to comply with all current FDA guidelines that pertain to the promotion of prescription drugs that are not commercially available within the United States but may be promoted in the exhibit area for the benefit of non-U.S. attendees. Exhibitors should ensure that any depiction of an investigational product in a commercial exhibit remains within the limitations of the host country's governing regulations regarding display of investigational products. Exhibitors that have chosen to promote products to non-U.S. attendees should incorporate international areas within their booths that are not accessible to U.S. attendees in order to comply with **FDA guidelines**.

Investigational Products

Exhibiting companies are reminded of the FDA restrictions on the promotion of investigational and pre-approved drugs, devices and procedures. To remain within the expectations and limitations of the FDA's guidelines on notices of availability, any investigational product that is graphically depicted on a commercial exhibit should:

- Contain only objective statements about the product
- Contain no claims of safety, effectiveness, or reliability
- Contain no comparative claims to other marketed products
- Exist solely for the purpose of obtaining investigators
- Be accompanied by directions for becoming an investigator and a list of responsibilities
- Contain the statement: "Caution: Investigational Product – Limited to Investigational Use" (or a similar statement) in a prominent size and placement.

For more information, please contact the 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 ASH harmless from any consequences of an exhibitor's failure in this regard.

Use of ASH Name and Logo

The ASH logo may not be used on any materials produced by organizations other than ASH itself. Use of the American Society of Hematology's name or copyrighted material requires prior written approval by ASH. Please email marketing@hematology.org to request permission to use the ASH logo and/or name.

Insurance and Liability Issues

Insurance

Exhibitors must acknowledge that neither the American Society of Hematology, nor SPARGO, Inc., nor the meeting venue(s) shall be obligated to maintain property, liability, or business interruption insurance covering the exhibitor. It is the sole responsibility of the exhibitor to obtain such insurance at the exhibiting company's own expense. Proof of such insurance, including a certificate of insurance, shall be provided to ASH Exposition Management, or its agent or representative within three (3) calendar days after request. Failure to remit such proof shall be a material breach of this agreement.

- The certificate must include commercial general liability, product liability coverage, and broad property damage endorsement with combined and single limits of liability not less than \$1 million per occurrence and a \$2 million aggregate limit.
- Commercial general liability shall name the American Society of Hematology as an additional insured and provide a certificate of insurance evidencing the same.
- Exhibitors shall also maintain workers' compensation and employers' liability insurance in commercially reasonable amounts and as otherwise promulgated by state law.
- Exhibitors shall carry commercial automobile insurance, including hired and non-owned liability coverage.
- The insurance policy must cover the time period from move-in through move-out.

Limitations and Liability

The exhibitor shall, at its sole cost and expense, procure and maintain, through the term of this contract, comprehensive general liability insurance against claims for bodily injury or death and property damage occurring in or upon or resulting from the premises leased. Such insurance shall include contractual liability and product liability coverage, with combined single limits of liability of not less than minimum \$1 million per occurrence/\$2 million aggregate coverage. Such insurance shall name the American Society of Hematology, SPARGO, Inc., and meeting venue(s) as additional insured. During the

term hereof, the exhibitor shall maintain workers' compensation and occupational disease insurance in full compliance with all federal and state laws, covering all of exhibitor's employees engaged in the performance of any work for exhibitor. All property of the exhibitor is understood to remain under its custody and control in transit to and from the confines of the hall. Proof of such insurance, including a certificate of insurance, shall be provided to ASH or its agent or representative within three (3) calendar days after request, time being of the essence. Failure to remit such proof shall be a material breach of this agreement.

Attorneys' Fees, Governing Law, Jurisdiction

The Agreement between the exhibitor and ASH, 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 ASH 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 ASH's enforcement of ASH policies and standards. In the event that ASH litigates to enforce its rights, it shall be entitled to reasonable attorneys' fees incurred in connection with a judgment obtained by it.

Cancellation of Exposition

It is mutually agreed that, in the event of cancellation of the meeting as a result of strikes, acts of God, war, terrorism, disaster, pandemic, 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. ASH shall determine an equitable basis for the refund of a portion of the exhibit, exhibitor meeting rentals and/or support opportunity fees after due consideration of expenditures and commitments already made.

Payments, Cancellations, and Refunds

All exhibits must be paid in full prior to the start of the meeting.

Exhibitors with outstanding balances will not be permitted access to the meeting, exhibit hall, or begin the installation of their exhibits. Registrations will also be withheld until full payment has been received.

Payment Policy:

- 100 percent payment due with application

Cancellation Penalties:

- 100 percent cancellation penalty

Cancellation of exhibit space includes cancellation of registrations allotted with the in-person exhibit space. Note that any exhibiting company that cancels the exhibit space BEFORE it has made full payment is liable for full payment of the original cost of the total exhibit space.