# Exhibit Rules and Regulations Effective: June 1, 2024

Exhibit Dates:

January 10-11: Seattle, WA / New York, NY

January 17-18: Chicago, IL

January 31 - February 1: Washington, DC

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# Introduction

The American Society of Hematology is committed to providing the highest quality meeting as possible. The abbreviation "ASH" shall mean the American Society of Hematology, a not-for-profit corporation, and, as the context may require, its directors, officers, agents, and/or employees duly acting for ASH in the management of the meeting. It is agreed and understood that these policies for exhibitors are part of a contract between the exhibitor and ASH, and that submission of the 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 ASH Principles for Relations With Industry.

ASH reserves the right to interpret, amend, and enforce these contract conditions, rules, and regulations at any time as it deems proper to ensure the success of the meeting. Written notice of any amendments or interpretations shall be given to all contracted exhibitors. All amendments that may be made shall be equally binding (upon publication) for all parties as if contained in the original regulation. All exhibit matters and questions not covered by these rules and regulations are subject to the decision of ASH.

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.

# Eligibility to Exhibit

All exhibit activities and content must be professional in nature and provide educational information related to the field of hematology and approved by ASH. 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. Eligibility and/or approval of an application to exhibit does not indicate an endorsement of a product or service by ASH. Any indication of such by an exhibitor will constitute removal from the meeting. All decisions by ASH are final.

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

Only an organization identified on a signed exhibit Application and Contract, submitted either by hard copy or online, 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 exhibit space is eligible to be placed on the tabletop space or be listed online and in the mobile app. 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 the exhibitor directory, ASH will require both to contract for a separate tabletop space. ASH retains the exclusive right to determine which companies and organizations may exhibit at ASH meetings.

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 exhibit, 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.

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. In the event of such restriction or eviction, ASH is not liable for any refund to the exhibitor.

# Priority Point System

#### **2025 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 comprises your company's ranking. This ranking determines future exhibit booth placement and group housing block placement for the 68th ASH Annual Meeting and Exposition in 2026.

Priority point standings are calculated based on the company's prior three years of participation in ASH programs and initiatives. The 68th ASH Annual Meeting and Exposition standings will be determined by the points accumulated during 2023–2025. Points earned after October 1, 2025 will be included in the calculations the following year.

Tier One	Tier Two	Tier Three	
Three points for every	Two points for every	One point for every \$2,500	
\$2,500	\$2,500		
Highlights of ASH in Asia-Pacific  > Commercial sponsorship > Education grants > Exhibit space > Satellite Symposia  Highlights of ASH in Latin America > Commercial sponsorship > Education grants > Exhibit space > Satellite Symposia  Highlights of ASH in the Mediterranean > Commercial sponsorship > Education grants > Exhibit space > Satellite Symposia	ASH Awards  > Bridge Grant Awards  > Minority Recruitment Initiative Awards  > Scholar Awards  ASH Annual Meeting (In-person and Virtual)  > Education grants  ASH Meeting on Hematologic Malignancies  > Education grants  Corporate Friends  Program  Enduring Materials  > ASH Self-Assessment Program (ASH-SAP)  > Hematology 2024, the ASH Education Program  Highlights of ASH in North America  > Education grants	ASH Annual Meeting (In-person)  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  ASH Annual Meeting (Virtual)  Advertising in annual meeting publications  ASH Foundation booth activity donation  Commercial sponsorship  Virtual exhibit  Friday Satellite Symposia  Product Theaters  Industry Theaters  Industry Theaters  Company Showcases  Corporate Poster Walks	Advertising  ASH Clinical News  ASH News Daily  ASH News TV  Blood  Blood Advances  Blood Vessels, Thrombosis  Hemostasis  The Hematologist  ASH Meeting on Hematologic  Malignancies  Commercial sponsorship  Exhibit space  Satellite Symposia  ASH Initiatives  Health Equity Collective  ASH Foundation Initiatives  Annual meeting support  (see annual meeting in- person listing)  General charitable donations  Highlights of ASH in North  America  Commercial sponsorship  Exhibit space  Satellite Symposia  Independent Medical  Education Grants

Products and programs subject to change. Deadline for 2025 calculations is October 1, 2025.

## **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 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 may not be revised after confirmation.
- 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 comarketed exhibits.

# Failure to Occupy Exhibit Space

Any exhibit space not occupied by show opening 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.

# Liability for Damage to Property

Exhibitors are liable for any damage to facility property, including but not limited to escalators, floors, walls, or columns, standard booth equipment, and other exhibitors' property.

## Review and/or Expulsion of Exhibitors

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

# **Promotional Activities**

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 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 areas, or any public area. Those exhibitors violating promotional material regulations will be warned only once. If this policy is not followed, exhibitor will be subject to a priority point reduction and other possible action deemed necessary by ASH.

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 area.

#### Advertising/Marketing

Printed or digital advertising, marketing materials or publications may not be offered, distributed, or displayed at any ASH meeting venue or hotel, other than the exhibit area, unless a specific prior exception has been granted by ASH. Exhibiting companies will be restricted from advertising and marketing activities within a <u>five-mile radius</u> of the meeting venue and hotel. The display of printed or digital advertisements or marketing tactics outside of the exhibit area and targeted to attendees of the ASH meeting (including, but not limited to, signage, banners, advertising in hotel public space, billboards, motor vehicle branding, building facades, window or street decals, rideshare advertising,

geofencing, geotargeting etc.) is prohibited during the period beginning three days before and continuing until three days after the meeting(s).

ASH reserves the right to halt any unapproved marketing activity and require the removal of any unapproved advertising materials. Companies or organizations found in violation of this policy will be required to immediately cease the unapproved activity, remove any advertising materials, and subject to a priority point reduction and other possible actions deemed necessary by ASH.

#### **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 inbooth 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, Exposition Operation Management, 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 priority points reduced and other possible actions deemed necessary by ASH.

# Use of ASH Name and Logo

The ASH logo may not be used on any materials produced by outside organizations without written permission from ASH. Permission may be granted when there is an official partnership with or endorsement by ASH. Please email *marketing@hematology.org* to request permission and/or artwork files.

If an exhibiting company intends to create an event microsite, ASH should not be included in the website's primary domain name but may be referenced in the website subdirectory after the backslash. For example, www.companyxyz-ASH.com would not be allowed; however, www.companyxyz.com/ASH25 would be acceptable. Please contact ASH Exposition Management at ashexhibits@spargoinc.com with questions.

#### Social Media

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

• Facebook: facebook.com/americansocietyofhematology

Instagram: @ASH\_Hematology

• LinkedIn: linkedin.com/american-society-of-hematology

X (formerly known as Twitter): @ASH\_Hematology

YouTube: @AmericanSocietyofHematology

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 and tag ASH in posts. Exhibiting companies should keep posts to a reasonable volume; social media posts could be perceived by attendees as spam and may be blocked from social media feeds.

Exhibitors planning to engage with attendees in social media campaigns 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.

# Photography/Recording Policy

Exhibiting companies will only be permitted to photograph, videotape, and/or audiotape in their contracted exhibit space and may not photograph, videotape, and/or audiotape other exhibits or attendees. Please note that attendees are permitted to take photos or recordings in the exhibit area for their own personal use, but they are required to obtain permission from the exhibiting company before engaging in photography or audio/video recording of or within said booth.

## Failure to Adhere to Policy

Exhibiting companies that violate this policy could face a loss of accrued priority points and suspension of exhibiting privileges, and other possible actions deemed necessary by ASH. 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 the 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 quidelines.

#### **Investigational Products**

Exhibiting companies are reminded of the FDA restrictions on the promotion of investigational and preapproved 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 Device 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 and compliance with all applicable provisions of the Americans with Disabilities Act (ADA) with regard to their exhibit space. Exhibitors shall hold ASH harmless from any consequences of an exhibitor's failure in this regard.

# 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.

# 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 area, 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

Failure to make payments does not release the contracted or financial obligation of Exhibitor.

#### **Cancellation Penalties:**

• 100 percent cancellation penalty

Cancellation of exhibit space includes cancellation of registrations allotted with the exhibit space. Note that any exhibiting company that cancels exhibit space BEFORE it has made full payment is liable for full payment of the original cost of the total exhibit space less any applicable refunds as explained herein.

#### **Late Payment Penalties**

If the Exhibitor fails to make payment for any invoice issued by ASH under a signed Application and Contract within forty-five (45) days from the invoice date ("Due Date"), the Exhibitor shall be considered in breach of agreement. In the event of a late payment, the Exhibitor shall be liable to pay a late payment penalty equal to five percent (5%) of the total outstanding amount. The late payment penalty will be added to the original invoice and shall be due and payable immediately upon receipt.

## Right to Suspend or Terminate

In the event that the Exhibitor's payment remains overdue for a period of sixty (60) days from the due date, ASH reserves the right to suspend or terminate the provision of services under Application and Contract, including cancellation of exhibit and/or loss of Priority Points.

# **ASH Meetings Code of Conduct**

ASH is committed to providing a welcoming meeting environment for all attendees. The Code of Conduct applies to all participants, including members, volunteers, guests, exhibitors, vendors, staff, and any other attendee.

All attendees will conduct themselves in a collegial and respectful manner, free from any form of discrimination, harassment, or retaliation. Attendees will commit to creating a safe, inclusive, and professional atmosphere. Inappropriate conduct, including but not limited to harassment; threatening physical or verbal actions; or disorderly or disruptive conduct, will not be tolerated.

If you or anyone you know is being treated inappropriately, feels unsafe, and/or witnesses any unacceptable behavior, please contact *customerservice@hematology.org* as soon as possible. ASH will do its best to respond in a timely manner and determine the appropriate next steps.