

ASH Meeting on Hematologic Malignancies: A Virtual Experience

Exhibitor Rules and Regulations

Purpose

ASH is committed to providing high-quality education and scientific meetings. The policies included in this document are part of the contract between the exhibiting company and ASH. The submission of the application for Virtual Exhibits constitutes the exhibitor's agreement to abide by these regulations.

Eligibility

ASH has the sole right to determine the eligibility of any company or product for inclusion in the Virtual Meeting.

Conduct/Character of Exhibits

ASH is solely responsible for the selection and presentation of all program sessions and their content, including the selection of topics, authors, speakers, and moderators, as well as any/all and materials presented during the sessions. No exhibiting company shall influence or seek to influence any decisions related to the program or sessions. Exhibitor status is not required to provide commercial support for the meeting. Any such commercial support by an Exhibitor must be pursuant to a separate agreement which shall specifically provide that the commercial supporter has no influence over the content of the program sessions or content, for which ASH remains solely responsible as set forth above.

Character of the virtual exhibits is subject to the approval of ASH. ASH reserves the right to curtail virtual 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 are restricted to products and services related to hematology. ASH has the sole right to determine the eligibility of any company or product for inclusion in the Virtual Meeting.

Payment and Refunds

Applications must be accompanied with payment in full for the total cost of Virtual Exhibit requested. Applications received without payment **will not** be processed. No refunds will be issued for Virtual Exhibits. It is expressly agreed by the exhibitor that in the event the company fails to comply with any provisions contained in these rules and regulations concerning the use of Virtual Exhibit space, ASH shall have the right to deactivate the Virtual Exhibit space.

Cancellation of Meeting

It is mutually agreed that in the event of cancellation of this meeting as a result of strikes, acts of God, war, terrorism, disaster, government regulations or other causes that prevent its scheduled opening or continuance, this agreement will be terminated immediately. ASH shall determine an equitable basis for refund of a portion of the exhibit fee as possible, after due consideration of expenditures and commitments already made.

Cancellation by Exhibitor

In the event of cancellation by an exhibitor, ASH must receive written notification of the cancellation with the following payment:

- 100% of total Virtual Exhibit space fee.

Use of Space, Subletting of Space

No exhibitor shall assign, sublet, or share the Virtual Exhibit Space allotted with another business or company unless written approval has been obtained by ASH. Virtual Exhibitors are not permitted to feature names or advertisements of non-exhibiting manufacturers; or distributors and/or agents. Parent or wholly owned subsidiary companies are excepted. No exhibit, offer for sale, or advertised articles not manufactured or sold by the exhibitor contracted for the Virtual Exhibit space, except where said articles are necessary for proper demonstration or operation of the “contracted” exhibitor’s Virtual Exhibit, are allowed. Exhibitors must show only goods manufactured or dealt by them in the regular course of business. Should an article of a non-exhibiting company be required for operation or demonstration in an exhibitor’s virtual space, identification of such article shall be limited to the usual and regular digital label, imprint or trademark under which same is sold in the general course of business.

Operation of Virtual Exhibit

ASH reserves the right to restrict any Virtual Exhibit which, in its sole opinion, diminishes the integrity and/or quality of the meeting. This includes a virtual display of unsuitable material as determined by Show Management to be objectionable to the successful conduct of the Virtual Meeting as a whole.

Registration

Complimentary meeting registrations are provided per Virtual Exhibit. **Registrations are non-transferable.** Additional meeting registrations over the complimentary allotment will be provided to exhibit staff based on the individual’s ASH membership status. The complimentary meeting registration allows exhibitors access to all meeting sessions.

Attendee/Mailing List

ASH will offer the registration list for this meeting complimentary to virtual exhibitors. ASH Exposition Management (SPARGO) will manage this process. The list is available only to organizations who exhibit at the meeting. Exhibitors receiving the mailing list will receive each registrant’s contact name, degree, organization, and partial address. Exhibitors sending out a mailing piece must have the mailer piece approved by ASH Exposition Management prior to receiving the full address list.

Displaying of Investigational Products

According to the Healthcare Convention Exhibitors Association, to remain within the expectations and limitations of the Food and Drug Administration’s guidelines on Notices of Availability, any investigational product that is graphically depicted on a virtual exhibit should: 1) contain only objective statements about the product, 2) contain no claims of safety, effectiveness or reliability, 3) contain no comparative claims to other marketed products, 4) exist solely for the purpose of obtaining investigators, 5) be accompanied by directions for becoming an investigator and a list of responsibilities, and 6) contain a statement: “Caution-Investigational Device-Limited to

Investigational Use” (or similar statement) in prominent size and placement. For more information, please contact the FDA.

Copyright Licensing

Exhibitor is solely responsible for obtaining any required licenses to broadcast, perform, or display any copyrighted materials including but not limited to music, video, and software. Exhibitor shall indemnify and hold harmless ASH and Show Management expense, or liability which may be incident to, arise out of or be caused by Exhibitor's failure to obtain requisite license.

Subleasing

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 online display, in which case identification shall be limited to the manufacturer's normal regular nameplate. Rulings of ASH shall, in all instances, be final.

Limitations and Liability

The Exhibitor is responsible for uploads and content for their Virtual Exhibit. Exhibitor agrees to make no claim for any reason whatsoever against ASH, its employees, agents, or representatives.

Indemnification

The Exhibitor shall defend, indemnify and hold ASH harmless from and against all costs, claims, demands, proceedings, liability, losses and expenses (including reasonable legal fees) whatsoever made against or incurred by ASH as a result of, related to or arising in connection with (i) a breach of these Terms by (Exhibitor/Sponsor), and/or (ii) any acts or defaults of (Exhibitor/Sponsor), your employees or agents in connection with the Event and/or (iii) any claim brought against ASH that the Content or any services or software supplied by (Exhibitor/Sponsor) infringe, violate, or trespass or constitute the unauthorized use or misappropriation of any intellectual property of any third party. The Exhibitor shall defend, indemnify and hold ASH harmless from any operational or performance issues related to the virtual event platform.

Waiver of Rights

Any rights of ASH under this contract shall not be deemed waived in any manner except as specifically waived in writing and signed by an authorized officer of ASH.

Other Regulations

Any and all matters not specifically covered by the preceding rules and regulations shall be subject solely to the decision of ASH.

Agreement to Rules

All Virtual Exhibitors, their personnel, employees, agents or representatives, agree to abide by the foregoing rules, and by any amendments and/or additional rules that may be put into effect by ASH.

Amendment by ASH

ASH reserves the right to interpret, amend, and enforce these contract conditions and rules and regulations at any time. 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.