# AAI EXHIBIT/SPONSORSHIP TERMS AND CONDITIONS

### IMMUNOLOGY2024™

Meeting Dates: May 3-7, 2024 Exhibit Dates: May 4-6, 2024

McCormick Place – West Building | Chicago, Illinois

The Application and Contract for Exhibit Space ("Application") and these Terms and Conditions must be signed by an authorized representative of the exhibiting company (hereafter "Exhibitor"). By signing the Application and Terms and Conditions, the authorized representative represents that Exhibitor has read and agrees to the terms specified below, as well as on the IMMUNOLOGY2024™ website (www.IMMUNOLOGY2024.org). The American Association of Immunologists, Inc. ("AAI") shall have the right to interpret and modify the Application and/or Terms and Conditions as it deems proper and/or necessary, in its sole discretion, to ensure the success of the Exhibition and to further the educational purposes of IMMUNOLOGY2024™ ("Event"). Exhibitor's participation in or at the Event shall mean that Exhibitor agrees to comply with these Terms and Conditions and all AAI Rules and Regulations ("Rules") that are in effect at the time Exhibitor's Event Move-in begins.

AAI shall have the right to enforce these Terms and Conditions and all Rules and impose sanctions, as described in these Terms and Conditions, on all Exhibitors who are in violation thereof, up to and including expulsion from the Event.

### **GDPR Compliance**

Exhibitor will collect, store, and use personal information only in compliance with its obligations of the EU General Data Protection Regulation (https://gdpr.eu) and will employ appropriate safeguards to ensure the security of the information.

### Exhibits/Sponsorships/Advertising

AAI may, in its sole discretion, accept or deny applications for exhibit space and to allocate space among Exhibitors. AAI may, in its sole discretion, accept or deny the purchase of sponsorships or advertising. In the case of a denied Application, all monies collected by AAI, less fees, expenses, or purchases owed to AAI, will be refunded to the applicable Exhibitor.

### Use of "The American Association of Immunologists", "AAI" or "IMMUNOLOGY2024™"

"The American Association of Immunologists, Inc.", "The American Association of Immunologists", "AAI", or "IMMUNOLOGY2024™" are intellectual property owned by AAI. Use of these names by any party, including Exhibitor, including without limitation, to promote a product or imply endorsement, partnership, or sponsorship by AAI of a service or activity, without the express written permission of AAI before, during, or after the Event, is forbidden. In addition to all other remedies available to AAI, such use may result in cancellation of Exhibit privileges without refund of monies paid and risk future exhibit opportunities at the sole discretion of AAI.

### **Selling by Non-Exhibitors Prohibited**

Event attendees who do not have a registered booth in the Exhibit Hall are forbidden from selling their goods or services within the Exhibit Hall or outside the Exhibit Hall areas ("suitcasing"), including non-Exhibit Hall areas of the convention center, all meeting rooms, and all IMMUNOLOGY2024™ meeting hotels and special event venues. AAI may, in its sole discretion, expel violators of this policy from the Event without refund. Further, violators may not be allowed to register for future meetings as determined by AAI in its sole discretion.

#### **GENERAL INFORMATION**

# **Presentation of Products or Services**

The purpose of the Event is to further the education of, or assist scientists working in, the field of immunology or in an affiliated relevant scientific field. Exhibits must be of an educational or service nature. They must emphasize instruments, products, or services for use in teaching and research, and/or books and other publications in relevant scientific fields. All claims regarding products and services must be truthful and accurate. Disparagements or unsubstantiated comparisons of a competitor's products or services are not permitted.

### **Selling and Promotions**

Event Exhibitors will be allowed to sell their products/services in the Exhibit Hall. Sales of products/services are permitted if: (a) the products/ services are Exhibitor's own unaltered, marketed products; (b) the products and services are directly related to the research and/or the clinical practice of Event attendees; and (c) all transactions are conducted in a manner consistent with the professional nature of the Event.

While attending Event, Exhibitors with registered booths may sell and/or promote their goods and services only within the Exhibit Hall. At AAI's sole discretion, Exhibitors selling or promoting goods and services outside of the Exhibit Hall may be asked to leave the Event without refunds.

Checks and credit cards may be used for payment, but cash transactions are not allowed for security reasons. Every transaction must be accompanied by a receipt for the purchaser. It is the responsibility of the Exhibitor to have all licenses, permits, and/or registrations required by the Event venue, city, municipality, and/or state. Exhibitor is responsible for compliance with all applicable tax laws.

### **Space Assignment**

Assignment of space will be made on a first-come, first-served basis. Whenever possible, Exhibitors' space requests will be honored, but the final arrangements will be determined by AAI Exhibit Management (SPARGO, Inc.) in its sole discretion. AAI shall have no liability if the space location assigned is not as requested or if space is sold out. AAI may, in its sole discretion, modify the floor plan to the extent it deems necessary or in the best interest of the AAI Exhibit Hall.

#### **General Rules for Exhibits**

Exhibitor agrees to abide by the Terms of Service required by McCormick Place ("Convention Center") and located at <a href="https://www.mccormickplace.com/exhibitors/service-guidelines/">https://www.mccormickplace.com/exhibitors/service-guidelines/</a>. AAI, in its sole discretion, may impose limitations on noise levels and on any other method of operation that are objectionable. The use of animals on the floor requires written permission from AAI and the Convention Center.

Exhibitor agrees to abide by the Move-in and Move-out times set by AAI and to have at least one (1) person staffing the booth during published Exhibit Hall hours. Exhibitors who vacate their booths prior to the published Move-out time without written permission of the AAI Exhibit Management may be assessed a fine equal to one-half (1/2) of the booth fee, will forfeit any booth selection for the following year and will not receive prior Exhibitor credit for booth selection at future shows. Unattended booths may be dismantled by AAI at Exhibitor's sole cost and expense.

In the interest of the success of the entire Event, Exhibitor agrees not to extend invitations, host events, call meetings, or otherwise encourage absence of attendees or Exhibitors from the Exhibit Hall or the scientific sessions during the official hours of the Event. Official hours include scientific session hours, Exhibit Hall hours, scheduled meetings and social events under the aegis of AAI. Additionally, Exhibitor agrees not to hold events, meetings, or other gatherings in the booth without written pre-approval by the AAI Exhibit Management.

# **Location Relative to Other Exhibit Booths**

Exhibitors may use the Application to designate their preference to be located near other companies or their wish not to be adjacent to or opposite designated companies. Those requests will be honored to the extent possible in conjunction with assignment priorities and requests for specific locations on the floor, all at the sole discretion of AAI.

### **Distribution of Giveaways**

Exhibitors will be permitted to distribute appropriate promotional materials and approved related items from their exhibit booth only. Exhibitors may not distribute materials outside their booth (hotels, Convention Center lobby area, etc.) without permission of the AAI Exhibit Management. In keeping with the educational purpose of the exhibit program, giveaways must conform to acceptable, legal, and professional standards. AAI reserves the right to deny distribution of materials it deems inappropriate in its sole discretion.

### **Exhibit Space Rental**

All booths are 10'x10', unless stated or marked otherwise on the floor plan and can be combined to make larger booths. Tiered pricing is available with discounts for Applications and deposits received by July 13, 2023. Inline and

Corner booth rental includes 8' high back drape, 3' high side divider drapes, and a standard (44"x7") identification sign with company name. Exhibit Hall aisles will be carpeted. Exhibitors must cover the floor of the booth with carpeting or other flooring at their own expense.

Exhibit fees cover exhibit space rental and an allotment of badges according to the size of the exhibit space. Any other booth furnishings and/or equipment must be contracted through the official AAI General Services Contractor as indicated in the AAI Exhibitor Service Kit. In the event that no representative of an exhibiting organization has arrived on-site to claim its space or freight four (4) hours prior to the published event opening, AAI may, in its sole discretion, resell or relocate the exhibit space. Any booth not set up by the last four (4) hours of Exhibitor Move-in may be forcebuilt at Exhibitor's sole cost and expense or relocated at the discretion of the AAI Exhibit Management and at Exhibitor's expense.

Exhibitor Move-in and Move-out are deemed "construction zones" by OSHA and, as such, prohibit Exhibitor from wearing open-toed shoes of any kind in the Exhibit Hall. No minors will be permitted in the Exhibit Hall during Move-in and Move-out. These regulations will be strictly enforced for the safety of all.

Exhibitors may photograph their own booths but photographing others' exhibit booths without the express written permission of those Exhibitors or the AAI Exhibit Management is strictly prohibited.

### Payment, Refunds and Cancellation by Exhibitor/Sponsor

All exhibit space and sponsorship items must be paid for in full prior to move-in. Exhibitors with outstanding balances will not be permitted access to the Exhibit Halls or freight docks or be permitted to begin the installation of their exhibits. Badges will also be withheld until full payment has been received.

- 50 percent deposit payment due:
  - July 13, 2023, for applications submitted prior to July 13, 2023
  - With application when submitted between July 13, 2023, and November 30, 2023
- 100 percent payment due after November 30, 2023

AAI requires payment in full no later than November 30, 2023. Failure to make payments does not release the contracted or financial obligation of Exhibitor.

AAI may, in its sole discretion, cancel Exhibitor's booth, retain that portion of funds paid deemed "nonrefundable," and resell the space.

### **Cancellation or Reduction of Exhibit Space**

In the event of cancellation or reduction of exhibit space by an exhibitor, AAI shall determine an assessment covering the reassignment of space, prior services performed, and other damages related to cancellation, according to the following schedule:

- Any cancellations received in writing through July 12, 2023, will not incur a cancellation penalty and the exhibitor will be issued a 100 percent refund of any monies received by AAI for said cancellation.
- Any cancellations received in writing July 13, 2023, through November 30., 2023, will incur a 50 percent cancellation penalty.
- Any cancellations received in writing after November 30, 2023, will incur a 100 percent cancellation penalty and the exhibitor will be issued no refund of any monies received by AAI for said cancellation.

AAI must receive written notification of the cancellation sent to <a href="mailto:aaiexhibits@spargoinc.com">aaiexhibits@spargoinc.com</a>. The date cancellation notice received by AAI Exhibit Management will determine above assessment charges. In the event of either a full or partial cancellation of space by an exhibitor, AAI reserves the right to reassign canceled booth space, regardless of the cancellation assessment. Subsequent reassignment of canceled space does not relieve the cancelling exhibitor of the obligation to pay the cancellation assessment. Appropriate payment must be received within 15 days of cancellation.

In addition to the above cancellation penalties, should Exhibitor cancel within 60 days prior to the first move-in day, Exhibitor may be assessed fees incurred by AAI to cover the booth area and convert it to a lounge area. Cancellation of exhibit space includes cancellation of registration allotted with 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. Appropriate payment must be received within 15 days of cancellation.

### Subleasing

Subleasing, assignment, or sharing, in part or in whole, any part of Exhibit space is not permitted. Two (2) or more companies may not share the same space. Exhibitor agrees to limit the service and/or materials displayed in the booth to those supplied or provided by Exhibitor with the exception that proprietary equipment may be used solely for the purpose of demonstrating the materials or services of Exhibitor.

### **Registration of Exhibitors**

Exhibitors will receive four (4) complimentary Exhibit Hall Only badges for company personnel for every one hundred (100) square feet of reserved booth space. Additional Exhibit Hall Only badges can be purchased by Exhibitor. AAI may, in its sole discretion, limit the number of purchased Exhibitor Hall Only badges. It is the responsibility of the authorized individual signing the Application on behalf of Exhibitor to inform all company personnel of the Rules and these Terms and Conditions. Exhibit Hall Only badges will not allow admission to scientific sessions. All booth purchases include the opportunity to purchase up to two (2) Scientific Registrations per company at a special Exhibitor Rate.

### **BOOTH DESIGN AND USE OF EXHIBIT SPACE**

Exhibitor must comply with IAEE booth display standards. All Exhibits and activities must fit within the confines of Exhibitor's assigned space so as not to impede traffic flow, infringe on the space of other Exhibitors, create any trip hazards, or violate the emergency exit routes or access to emergency equipment set by the Fire Marshal. Exhibitors are required to cover their allotted floor space by either providing their own carpet or flooring or renting carpet from the General Services Contractor. Exhibitor carpet in booths must be of one (1) color and must be clean. The AAI Exhibit Management may, in their sole discretion, order and install carpeting for Exhibitors: (a) who have not installed carpeting by the start of the last two (2) hours of the published Move-in time, (b) whose carpeting does not meet the required standard, or (c) who have no carpeting at all. All carpeting and related costs will be at Exhibitor's sole cost and expense.

#### **Standard In-Line Booths**

The standard booth size is 10'x10' unless stated or marked otherwise on the floor plan, in the Exhibitor Prospectus, or in the Application. The maximum height of 8' is allowed only in the rear half of the booth space, with a 4' height restriction imposed on all materials in the remaining space forward to the aisle.

### **Multiple Standard Booths**

In an Exhibit that contains three (3) or more linear booths (thirty (30) feet or more), the interior booths are permitted to contain display material with a maximum of 8' in height, provided that such display is confined to that area of Exhibitor's space which is 10' from an adjoining booth. A sufficient "see-through" area must be provided to avoid blocking the view of adjacent Exhibits. The end booths of such an Exhibit must conform to the Standard Booth restrictions of a 4' display area from the backline of the booth. Hanging signs are not permitted. No Exhibit may span an aisle by using roofing. Exposed, unfinished sides of Exhibit backgrounds must be draped to present an attractive appearance. If such draping is not installed, AAI Exhibit Management may, in its sole discretion, order and install draping at the sole costs and expense of Exhibitor.

### **Island Booths**

An island booth is a unit bordered on four (4) sides by aisles. All materials and activities must be contained within Exhibitor's designated booth space. All display material is restricted to 20' in height with a sufficient "see-through" or "walk-through" area with 40% visibility front-to-back and side-to-side. This is required to avoid blocking the view of adjacent Exhibits. Models or to-scale drawings of exhibits must be submitted by March 15, 2024 to the AAI Exhibit Management for approval. Island booths will be measured and may not exceed the 20' height limitation. Hanging signs

that are part of the booth structure are permitted but must not exceed the 20' height restriction as measured from the top of the sign to the Exhibit Hall floor. Multi-level booths are not permitted.

### **Enclosed/Covered Booths**

Exhibitors with booths that incorporate enclosed or covered areas must submit detailed plans at least two (2) months prior to Move-in. Booth plans must specify the maximum number of occupants and must have a structural engineer's stamp certifying the maximum occupancy load capacity. These booths are subject to requirements set by the local Fire Marshal. Contact AAI Exhibit Management for specific requirements for your Exhibit.

### **End-Cap Booths**

An end-cap booth is a booth that has open sides on three aisles. AAI does not permit end-cap booths.

#### **Aisles**

Aisles are the leased property of AAI. No Exhibitor will be permitted to block aisles or otherwise impede proper flow of traffic through the Exhibit Hall. All demonstrations must take place within the Exhibitor's designated booth space.

## **Fire Code Regulations**

Federal, state, and city laws will be strictly observed. All drapes, curtains, table coverings, skirts, carpet, or any material used in exhibits must be flame retardant. Wiring must comply with fire department and underwriters' rules. Fire hose cabinets, fire extinguishers, sprinklers, fire exit doors, route of egress, and any other fire safety device or facility must not be hidden, obstructed, or otherwise disturbed. Crates, packing materials, wooden boxes, or other highly combustible materials may not be stored in the Exhibit Hall, meeting rooms, or fire exit areas. Materials not in compliance with the regulations will be considered trash and subject to disposal. Passenger elevators and escalators may not be used for freight, including hand trucks, floats, and similar equipment.

#### Security

AAI will contract with a reputable security firm during the Event. Duties of the guards will be to provide access control to, and general security of, the Exhibit Hall. Neither AAI, AAI Exhibit Management, the Convention Center, hotels, nor the owners or leasers of the exhibit venue will assume any responsibility for Exhibitor's personal property. It is strongly urged that Exhibitor maintain awareness of any expensive, revenue- generating, irreplaceable (within the timeframe of the exhibition), or proprietary product contained within their booth. Exhibitors have the option to hire private security services, if desired, for exclusive booth coverage.

### **Children in the Exhibit Hall**

Children under the age of 13 are not permitted to attend IMMUNOLOGY2023™ or enter the Exhibit Hall\*, session rooms, or hallways in the meeting area. No children will be allowed entry into social events. High school students (age 13 and older) are welcome to attend the meeting and will receive complimentary registration if they are accompanied by a registered adult and provide a school ID. Students are expected to behave appropriately.

No children under the age of 18 will be permitted in the Exhibit Hall during installation or dismantle.

\*Non-ambulatory children will be allowed in the Exhibit Hall under the close supervision of their parents or guardians during regular Exhibit Hall hours.

### Liability

Exhibitor assumes all responsibility and hereby agrees to protect, indemnify, defend, and hold harmless AAI and its officers, directors, members, employees, agents and assigns; AAI Exhibit Management, the Convention Center and its employees and agents; and the General Services Contractor against all claims, losses, and damages to persons or property, governmental charges or fines, and attorney's fees arising out of or caused by Exhibitor's installation, removal, maintenance, occupancy, or use of the exhibiting premises or a party thereof, excluding such liability caused by the sole negligence of the parties referred to above. In addition, Exhibitor acknowledges that AAI, its agents, AAI Exhibit Management, the Convention Center, or the General Services Contractor will not maintain insurance covering Exhibitor's property, and that it is the sole responsibility of Exhibitor to obtain (a) business interruption and (b) property damage insurance covering such losses by Exhibitor as set forth below.

Exhibitor shall be liable to the Convention Center and AAI for any damage to the building and/or the furniture and fixtures contained therein that shall occur through acts or omissions of Exhibitor.

### **Cancellation of Meeting and Exhibits**

In the event that the premises in which the Meeting is conducted should become unfit for occupancy or substantially interfered with by reason of any cause or causes not reasonably within the control of AAI or its agents, the Meeting may be canceled or moved to another appropriate location, at the sole discretion of AAI. AAI shall not be responsible for delays, damage, loss, increased costs, or other unfavorable conditions arising by virtue of cause or causes not reasonably within the control of AAI. Causes for such action beyond the control of AAI shall include, but are not limited to: fire, casualty, flood, epidemic, earthquake, explosion, accident, blockage, embargo, inclement weather, governmental restraints, act of a public enemy, riot or civil disturbance, impairment or lack of adequate transportation, inability to secure sufficient labor, technical or other personnel, labor union disputes, loss of lease or other termination by the McCormick Place, municipal, state or federal laws, or act of God. Should AAI terminate this agreement pursuant to the provisions of this section, the exhibitor waives claims for damage arising therefrom. Refunds of "Paid Exhibit Space Fees" in the event of event termination or cancellation shall be made to exhibitors at the sole discretion of AAI and in any case, will not exceed the amount of each exhibitor's paid exhibit space fee less any pro rata adjustments based on non-reimbursable direct and/or indirect event costs or financial obligations incurred AAI through the date of exhibitors' notification of event termination or cancellation or through the completion of event termination or cancellation processes, whichever is later.

### Insurance

Exhibitor acknowledges that AAI does not maintain and is not responsible for obtaining insurance covering Exhibitor's property. Exhibitors are required to carry Commercial General Liability Insurance with limits of \$1,000,000 per occurrence, \$2,000,000 aggregate coverage. Such insurance shall name The American Association of Immunologists, Inc., SPARGO, Inc., McCormick Place and The Expo Group as an 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 AAI Exhibit Management prior to March 15, 2024. Failure to remit such proof shall be a material breach of this agreement. material breach of this agreement.

### **Amendment and Addition of Rules**

Any matters not specifically covered by the preceding terms and conditions shall be subject solely to the decision of AAI. AAI may, at any time, amend or add further rules to these terms and conditions and all amendments made shall be binding on the exhibitor equally with the foregoing terms and conditions.

# **SERVICES AND OFFICIAL CONTRACTOR**

Details for Exhibitor policies, labor, furniture, rental displays, lead retrieval, utilities, etc., will be included in the Exhibitor Service Kit, which will be available in February 2024. Exhibitors are encouraged to take advantage of discounts available for advance orders.

# Please address all communications pertaining to exhibits to:

AAI Exhibit Management

SPARGO, Inc.

Email: <a href="mailto:aaiexhibits@spargoinc.com">aaiexhibits@spargoinc.com</a> Phone: 703-631-6200 or 800-564-4220