

ASHP Virtual Meetings and Events Exhibitor Rules and Regulations

The American Society of Health-System Pharmacists' (ASHP) virtual exhibition is an extension of the virtual meetings and events of ASHP. In order for an Exhibit Space Application/Contract (the "Application") to be accepted by ASHP, the products and services must be related to the mission of ASHP. ASHP, in its sole and absolute discretion, reserves the right to refuse applications presenting concerns of not meeting standards required or expected, as well as the right to curtail exhibits or parts or exhibits that reflect against the character of the meeting. Acceptance of the Application by ASHP constitutes a contract. These rules and regulations are deemed essential terms of the contract for exhibit space with ASHP. ASHP may engage a third party show management service for the management of the exhibition. ASHP and/or its designated show management vendor reserve the sole right to render all interpretations, amend and enforce these regulations and to establish any and all further regulations not specifically covered below to assure the general success and well-being of the exhibition. By contracting for and/or utilizing virtual exhibit space, each exhibitor agrees to be bound by and to abide by these rules and regulations and by any amendments or additions hereafter made.

Exhibitor Registration and Badges

Exhibitors are allotted a designated number of exhibitor badges as detailed in the applicable virtual exhibit packages. Any additional badges needed over the allotted number will require the purchase of a full meeting registration. These full meeting registrations do not allow for staffing of the booth, only attendance of the meeting. Any exhibit personnel who would like to claim continuing education ("CE") credit for attending ASHP meeting sessions will need to be registered as an attendee for the meeting. Exhibit personnel may not engage in sales related activities within areas in the platform that is designated as a program presentation of the meeting and/or within the interactive networking sessions of the meeting. ASHP shall have sole control over admission and registration policies at all times. All persons visiting the virtual session rooms and the exhibit area, as well as all exhibitor personnel, shall be required to register while in attendance. ASHP may exclude any person not properly registered. An exhibitor registration may not be ordered for or transferred to any other person. Any persons who are not exhibitors, or who are not associated with an authorized exhibitor, are prohibited from dealing, exhibiting, or soliciting within the exhibit area. Exhibitor shall immediately report violations of this rule to ASHP. No vendor may attend or register for the virtual convention who does not have an exhibit booth at the virtual meeting unless approved by ASHP in writing.

Exhibit Space Allocation and Set-Up

All exhibit space marked on the virtual floor plan is available to all paid exhibitors. The utility of the virtual exhibit booth is believed to be accurate but is not warranted. ASHP shall have the right, in its sole and absolute discretion, to relocate any exhibits shown on the official virtual floor plan. ASHP shall furnish to all exhibitors the specifications for the virtual exhibit space. The virtual exhibit space shall be available for design set-up and configuration on a date and time to be made known in advance. No exhibitor participating in the exhibition shall be permitted to exhibit outside of the virtual exhibit hall, while in attendance at the exhibition.

Virtual Platform and Third-Party Websites

Exhibitors will have the opportunity to design their virtual exhibit space following the brand guidelines and template provided via the virtual platform based on the specifications provided by ASHP or its designated trade show management vendor. Further information will be provided under separate cover. The virtual platform may contain links to third-party websites that are not owned or controlled by ASHP or its designated show management vendor and may have their own respective terms of use compliance obligations. ASHP assumes no responsibility for the content, privacy policies, or practices of any third-party websites. Exhibitor acknowledges that ASHP will not be liable for any claims, demands, or damages of any kind and nature arising out of or in any way connected from any and all potential liabilities arising from the use of any third-party website, including but not limited to any outages, version changes, delivery delays, failures, bugs, or termination of third-party network service. ASHP cannot guarantee the availability or performance of any third-party services used to support the virtual platform.

No Recording or Logo Usage

No exhibitor shall record or photograph any content of the virtual meeting specifically or of registrants/attendees entering the exhibitor's virtual booth space. No exhibitor shall use the ASHP logo without ASHP's express written permission.

Eligibility to Exhibit

ASHP reserves the right to determine the acceptability of any Application for exhibit space. The products or services to be exhibited must be of professional or educational interest or benefit to the registrants/attendees and must be, in the sole opinion of the ASHP, related to the purpose and intent of this meeting. Exhibitors shall not in any manner indicate that an ASHP endorsement or approval of Exhibitor's product or service has been given by ASHP merely because ASHP has approved such product or service for display.

Enforcement of Rules and Regulations

Anyone found in violation of these rules and regulations may be subject to any or all of the following actions at the sole discretion of ASHP:

- The exhibit is deactivated and eliminated from the virtual exhibit floor until the situation is remedied.
- The exhibit is deactivated and removed for the remainder of the meeting.
- Exclusion from exhibiting at future ASHP meetings and events.

Exhibit Requirements

- **Presentations and Demonstrations**. Video demonstration, presentation, literature and other materials are to be straightforward, professional and non-combative in nature. Activity and attire of presenters and demonstrators shall be consistent with the professional atmosphere of the ASHP meeting. Commercial/promotional demonstration or presentations that are related to an exhibitor's products or services are permitted ***limited to a maximum time of ten (10) minutes in duration***. Any demonstration or presentations exceeding this ten (10) minute timeframe may be subject to additional payment obligations. Formal educational presentations and presentations offering CME credit within the virtual exhibit are prohibited. ASHP reserves the right to mandate discontinuation of presentations it deems objectionable or in violation of these regulations until a mutually agreeable presentation is developed and approved. The exhibitor waives any rights or claims of damages arising out of enforcement of this rule.

- **Patient Information.** To preserve the anonymity of patients and research subjects, exhibitors must remove all potentially identifying information—including patient likenesses, identification numbers, names, initials, etc.—from images, charts, graphs, tables, and text before being displayed at the meeting.
- **Photographs and Videos.** For photographs, videos, computerized renderings, or 3-D reconstructions of patients, a cropped or adequately masked image that excludes identifiable features may be acceptable. In the rare circumstance when identifiable images, videos, photographs, or surface renderings are essential to conveying critical educational information, the exhibiting company must obtain a letter of informed consent from the patient or patient’s guardian before use. This permission requires that the individual be offered the ability to see the personally identifiable images to be displayed as part of obtaining informed consent. The letter of informed consent should be available for review upon request. At any time that ASHP deems exhibit content to display identifying information or identifiable patient likenesses, the exhibitor will be instructed to remove the content from the virtual exhibit.

Use of Attendees’/Registrants’ Personal Information

Registrants/attendees may request to be contacted by an exhibitor by providing ASHP and/or the designated show management vendor with their personal contact information (“Registrant PI”) via the platform. ASHP and/or the designated show management vendor will share this Registrant PI with the requested exhibitor on the registrant’s/attendee’s behalf. Exhibitor’s use of any Registrant PI will be in accordance with ASHP’s Privacy Policy located at <https://www.ashp.org/Privacy-Policy> and in compliance with applicable data privacy laws.

Exhibitor Giveaways, Contests and Lotteries

Any exhibitor having a contest or drawing of any kind must follow all governmental laws, ordinances, rules and regulations. It is the exhibitor's responsibility to make sure they correctly follow all rules and regulations, including applicable ethical practices and industry conduct. Any violations will be at the sole expense and fault of the exhibitor. ASHP is not responsible or liable for any contests, drawings or giveaways held prior to, during or after the meeting.

No-Show Policy and Booth Cancellation

An exhibitor will be considered a no-show if its virtual booth space is not prepared for virtual viewing by the assigned deadline date. The exhibitor shall be deemed to have cancelled its Application for the meeting and will forfeit its space. ASHP will not provide a refund to exhibitor for any booth cancellation.

Licenses and Permits

An exhibitor shall be responsible for obtaining any licenses, permits or approvals required under local or state law applicable to their virtual exhibit space. An exhibitor shall be responsible for paying all taxes, license fees or other charges that shall become due to any government authority in connection with the virtual event.

Payment Terms

All sales are FINAL and NON-REFUNDABLE on acceptance of the Application. Payment is due at time of Application submission. Failure to submit payment will result in exhibitor’s Application not being approved.

Meeting Cancellation

It is mutually agreed that in the event that the meeting is cancelled, rescheduled, or delayed in whole or in part, or if the exhibit hall or virtual platform is changed or modified, due to fire, explosion, strike, freight embargo, act of God, act of public enemy, act of war, war, act of terrorism, civil disturbance, act of any government, de jure or de facto, or other government declaration or regulation, epidemic or pandemic, or any other unfavorable direct or indirect consequence or other condition arising by virtue of any cause or event not within the control of ASHP, then the exhibitor Application may be immediately amended and/or terminated by ASHP, and exhibitor waives any and all claims against ASHP for damages, reimbursement, or compensation except for the return of any amount previously paid, and in such an event, the contract.

Staffing, Use of Space and Subletting

Exhibits are recommended to remain staffed at all times during scheduled exhibition hours. All exhibitor activities must be confined to the limits of exhibitor's allocated exhibit space and chat room and must not interfere with the activity of other exhibitors. No exhibitor shall sublet, assign or share any part of its allocated space.

Use of Exhibits and Exhibit Facilities

ASHP has the right to withhold approval of the exhibition of products and services, which in its judgement do not further the education, scientific, or practice needs of ASHP's members and registrants/attendees. All exhibits shall serve the interest of ASHP, its members, the registrants/attendees, and the meeting and shall be operated in a way that will not detract from other exhibits, the exhibition, or the meeting as a whole. ASHP shall have no liability for its failure or inability to comply with the exhibitor's requests, and the exhibitor shall have no right to cancel the contract because of ASHP's failure to comply with exhibitor's requests. ASHP reserves the right to remove any exhibit that ASHP believes to be detrimental to the purpose of the meeting. Any infringement of this regulation will result in the prompt removal of the offending exhibit company from the virtual exhibit hall. At the request of ASHP, an exhibitor shall remove any product or service included in the virtual booth space for which approval has not been given. ASHP's decision and interpretation shall be accepted as final in all cases. ASHP shall not be liable for special, consequential or incidental damages, loss, or expenses, directly or indirectly, arising from or in connection with the cancellation of the exhibit, notwithstanding notice to ASHP of the possibility of such damages. ASHP's maximum liability shall not in any case exceed the payment made to ASHP by the exhibitor.

Indemnification

Exhibitor, its directors, officers, employees, agents, representatives, licensees, invitees, patrons, guests and contractors and their personal representatives, assigns, heirs and next of kin (all referred to collectively herein this provision as "Exhibitor") hereby releases, waives, discharges and covenants not to sue ASHP, its directors, officers, members, employees, agents, representatives, licensees, invitees, patrons, guests or contractors (all referred to collectively herein as "Releasees") and each of them, from all liability to Exhibitor for any and all loss or damage and any claim or demands therefore on account of injury to the person or property or resulting death of Exhibitor arising out of or relating to the exhibition, whether caused by the negligence of the Releasees or otherwise. Exhibitor hereby agrees to defend, indemnify, save and hold harmless the Releasees and each of them from and against any loss, liability, damage or cost from any and all claims, demands, actions, causes of actions, penalties, judgments and liabilities of every kind and description (including court costs and reasonable attorneys' fees) for injury to and/or any death of persons, and damage to and/or loss of property caused by, arising from or growing out of the acts or omissions of Exhibitor incident to the exhibition, including without limitation, any and all activities exhibitor may be conducting at the exhibition, or from any breach by Exhibitor of any term or condition of the rules and regulations.

Music/Photographs/Other Copyrighted Materials

Exhibitor warrants and represents that no music, artistic, or other property (including, but not limited to, any elements of text, graphics, photos, design, copyrights, trademarks, other artwork, or recordings of music, videos, movie clips, and/or audio-visuals) protected by copyright or trademark will be performed, reproduced or used at exhibitor's booth unless the exhibitor owns or has received prior written permission from the copyright or trademark owner or applicable performing rights organization (BMI, ASCAP, GMR, or SESAC).

Waiver

ASHP shall not be deemed to waive any of its right here under unless such waiver is explicitly stated as a waiver in writing and signed by ASHP. No delay or omission by ASHP in exercising any of its rights shall operate as a waiver of such rights and a waiver of rights in writing on one occasion shall not be construed as a consent to or a waiver of any right or remedy on any future occasion.

Observance of Laws

Exhibitor shall abide by and observe all federal, state, and local laws, codes, ordinances, rules and regulations. Notwithstanding the foregoing, exhibitor shall conduct its exhibits in compliance with the Americans with Disabilities Act.

Virtual Meeting and Events Code of Conduct

As an ASHP virtual meeting and events attendee, each exhibitor agrees to adhere to ASHP's zero-tolerance for any form of discrimination, harassment, or other unacceptable behavior including but not limited to: verbal abuse; disruption of presentations during sessions; posting promotional materials when not registered as an authorized exhibitor; or any other unacceptable behavior. In response to any incident of unacceptable behavior, ASHP reserves the right to take any action deemed necessary, including immediate removal from the event without warning or refund and to prohibit attendance at any future meeting or event.

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