



**Endocrine University® Virtual**

February 5 -7, 2021

**Exhibitor Rules & Regulations**

As of August 10, 2020

**1. Purpose**

The objective of Endocrine University® Virtual is to provide a forum through exhibits and technical panels. Exhibitors are limited to firms, organizations and agencies whose exhibits are in harmony with the purpose of this Exposition. Endocrine University® Virtual Exhibit Dates are February 5-7, 2021.

**2. Eligibility**

AACE has the sole right to determine the eligibility of any company or product for inclusion in the Exposition. Products and services must be related to the research or practice of endocrinology and must be in good financial standing with the AACE. The American Association of Clinical Endocrinology reserves the right to refuse space to any company who has failed to fulfill its financial obligations to the AACE, and/or whose products or services, in the judgment of the AACE do not meet the educational, scientific or practice needs of our members and attendees

**3. Cancellation or Change of Exposition**

In the event that the platform by which the Exposition is conducted should become substantially interfered with by reason of any cause or causes not reasonably within the control of AACE or its agents, the Exposition may be canceled or moved to another appropriate date, at the sole discretion of AACE. AACE 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 AACE. Causes for such action beyond the control of AACE shall include, but are not limited to: Acts of God, epidemic, inclement weather, governmental restraints, act of a public enemy, power or internet outages, inability to secure technical or other personnel, disruptions to/or loss of internet services, for any reason regardless of cause. Should AACE terminate this agreement pursuant to the provisions of this section, the exhibitor waives claims for damage arising therefrom. Refunds of "Paid Exhibit Fees" in the event of event termination or cancellation shall be made to exhibitors at the sole discretion of AACE and in any case, will not exceed the amount of each exhibitor's paid exhibit participation fee less any pro rata adjustments based on non-reimbursable direct and/or indirect event costs or financial obligations incurred by AACE through the date of exhibitors' notification of event termination or cancellation or through the completion of event termination or cancellation processes, whichever is later.

**4. Cancellation by Exhibitor**

All cancellations must be received in writing 90 days prior to the first day of the meeting to receive a full refund less a \$500 processing fee. Cancellations after that date, to include no shows, will not be refunded.

**5. Payment**

Exhibitor agrees to pay the amounts and by the deadlines set-forth. AACE requires payment in full with application. Failure to make payment does not release the contracted or financial obligation of the exhibitor. No company can participate unless full payment for virtual booth has been received. The payments under this Agreement shall constitute payment solely for the virtual exhibit program as described in the EU Virtual Exhibit Application and Contract. Such payments shall in no manner be considered compensation or reimbursement for services rendered, activities undertaken by AACE on behalf of Exhibitor, or income from a partnership or joint venture.

## **6. Priority Points**

Exhibitors are given priority points for participating in Endocrine University® Virtual. Two (2) Priority Points are earned for every \$1,500 spent on sponsorship/advertising support and exhibit space spend at the Endocrine University® Year 1 and Year 2 meetings.

## **7. Limitation of Liability**

Exhibitor agrees to make no claim for any reason whatsoever against AACE, its employees, agents, or representatives for loss, theft, damage, or destruction of goods; nor for any injury, including death, to exhibitor, exhibitor's employees, agents or representatives; nor for any damage of any nature, including damage to his business for failure to provide exhibit space; nor for failure to hold the Exposition as scheduled; nor for any action or omission of AACE. The exhibitor is solely responsible for its own exhibition material and products and should insure exhibit and products from loss or damage from any cause whatsoever. It is understood all property of an exhibitor is in its care, custody, and control in transit to, or from, or within the confines of the Exhibit Hall. AACE shall bear no responsibility for the safety of the exhibitor, its personnel, employees, agents or representatives or personal property.

## **8. License of Intellectual Property**

AACE and the Virtual Exhibitor are each the sole owner of all right, title, and interest to AACE's and the Exhibitor's respective information, including such party's logo, trademarks, trade names, and copyrighted information, unless otherwise provided (collectively, "Intellectual Property"). AACE and the Exhibitor hereby each grant to the other a limited, non-exclusive license to use certain of the granting party's Intellectual Property, including names, trademarks, and copyrights, in connection with promotion of the Virtual Exhibit Program

## **9. Exhibitor Appointed Contractors (EAC)**

Exhibitors using any company to provide development or design services for their virtual booth are responsible for ensuring that provider is furnished with and complies with the rules and regulations. EAC's must also abide by all federal regulations.

## **10. Exhibit Photography/Recordings/Broadcasts**

No pictorial, visual or audio recording, or broadcasting of any virtual content shall be made without the prior written approval of AACE Exposition Management. Downloading another exhibitor's content is strictly prohibited.

## **11. Gifts/Giveaways/Contests/Drawings**

Contests and drawings must be open to all attendees and must be conducted in a professional manner. All Giveaways must be approved in advance by AACE Exposition Management. Exhibitors that interact with physicians and other healthcare professionals are asked to review the codes of ethics developed by PhRMA and AdvaMed as well as the Physician Payment Sunshine Act. Ethical practices and industry conduct can differ among companies. It is the responsibility of each company to decide what types of activities are appropriate as they relate to sales and promotional events.

An exhibitor give-away should be educational or modest in value and cannot exceed \$100 in value. A promotional give-away request must be sent via email to Meghan Leahy at [meghan.leahy@spargoinc.com](mailto:meghan.leahy@spargoinc.com) and approved by the AACE. Prizes, contests, and/or lotteries are permitted; however, such activities must be approved by the AACE prior to the virtual conference. Exhibitors are solely responsible for notifying any winners and distributing giveaways, alcohol is not permitted as a prize.

AACE retains the right to deny the exhibition of inappropriate items and products. AACE reserves the right to require any information it deems necessary to determine the appropriateness of an exhibitor's item or product. Exhibitors guarantee and warrant that their exhibits will be in compliance with applicable regulations regarding the marketing and advertising of their products.

**12. Music:** Any exhibitor using music must ensure that licensing fees have been paid to the appropriate agency, i.e., ASCAP or BMI. AACE is not responsible for any licensing fees for music played in an exhibitor's booth.

### **13. Presentation/Demonstrations**

Product presentations and demonstrations may occur within the product theater. AACE assumes no responsibility to monitor these activities but reserves the right to order changes or suspend any in booth activity if the activity is deemed not in keeping with the professional nature of the virtual exposition or violates AACE policy.

### **13. Booth Personnel**

Each company will be given two (2) full event registrations and are limited to one (1) attendee per breakout session. Exhibitors will be assigned to the breakout sessions. Exhibitors are asked to observe breakout sessions only and are prohibited from interacting with speakers or attendees in order to ensure ACCME compliance.

### **14. Retail Sales/Distribution of Products**

The selling of any products or services without prior approval from AACE is strictly prohibited. It is the responsibility of the exhibitor to obtain and file the necessary state/federal sales permits where required. AACE will not be responsible or liable for exhibitors that do not have the necessary documents in place. Exhibitor will provide a copy of the documents to AACE prior to the show. The sale of approved products or services does not constitute an endorsement of the product or service by AACE.

### **15. Use of AACE Name and Logo**

The AACE and ACE name, logo and/or other identifying marks of the American Association of Clinical Endocrinologists or Endocrine University® may not be used in advertising or promotion in any media- before, during or after the virtual exposition. The logo may not be used in signs, advertising or promotion in any media.

### **16. Exhibitor Representative's Responsibility**

Neither the conference/exhibition sponsor, nor its show management company or other agents or representatives, or their shareholders, officers, directors, employees or contractors shall be responsible for any injury, loss, or damage that may occur to exhibitor or to exhibitor's agents, employees, affiliated personnel, officers, directors, shareholders, contractors or representatives or any of their property, businesses, or other activities from any cause whatsoever, prior to, during or subsequent to the conference or exposition event. By signing this Agreement, exhibitor expressly and voluntarily and knowingly assumes all such risk and expressly agrees, and hereby does,

indemnify, defend and hold harmless the conference/exhibition sponsor, its show management company and other agents and representatives, and their shareholders, officers, directors, employees and contractors, from and against all claims and liabilities arising out of, or in any way related to, the acts or negligence of exhibitor, exhibitor's agents, employees or representatives.

#### **17. Waiver of Rights**

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

#### **18. Amendment and Addition Rules**

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

#### **19. Agreement to Rules**

Exhibitor, for himself or itself, his or its personnel, employees, agents or representatives, agrees to abide by the foregoing rules, and by any amendments and additional rules that may be put into effect by AACE.

#### **20. Terms and Termination**

This Agreement is effective as of the date of last signature, and will terminate (i) upon conclusion of the post promotion of the Virtual Exhibits, or (ii) upon the occurrence of a material breach (including failure to make timely payments) by either party if such breach is not cured within thirty (30) days after written notice of such breach is received, or (iii) upon thirty (30) days' notice by AACE to Exhibitor, with or without cause. In the event of termination for material breach by AACE, or termination without cause by AACE, AACE will refund payments made by Exhibitor. Upon any termination of this Agreement, all rights, and privileges for use of the other party's Intellectual Property shall expire and each party shall discontinue the use of the other party's Intellectual Property.