



Exhibit Rules and Regulations  
Effective: September 30, 2020  
Meeting Dates: December 5–8, 2020

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## Introduction

ASH is committed to providing the highest quality annual meeting possible. 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 and contract for virtual exhibit 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](#).

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.

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 exposition. 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.

ASH reserves the right to restrict exhibits that are objectionable for any reason, and to prohibit or remove any exhibit that, in the opinion of ASH, detracts from the general character of the exhibits. All exhibit activities and content must be professional in nature and provide educational information related to the field of hematology. This reservation includes persons, things, conduct, printed material, or anything ASH judges to be objectionable. In the event of such restriction or eviction, ASH is not liable for any refund to the exhibitor.

## Eligibility to Exhibit

Only an organization identified on a signed Application and Contract for Virtual Exhibit 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 Virtual Exhibit is eligible to exhibit.

Wholly owned subsidiaries of the exhibiting company may, however, be identified as long as the principal identification is the parent company name and logo. ASH retains the right and exclusive right to determine which companies and organizations may exhibit at ASH meetings.

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.

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 exhibits, are not eligible.

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. 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 annual meeting.

## Priority Point System

### 2020 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 make up your company's ranking. This ranking determines future exhibit booth placement and group housing block placement for the 63rd ASH Annual Meeting and Exposition in 2021.

Please note the change in point earnings for exhibitors participating in the all-virtual 2020 ASH Annual Meeting. 2020 exhibitors will earn two points per \$2,500 for a Platinum level exhibit and one point per \$2,500 for either a Gold or Silver level exhibit. Companies with a 2020 commercial sponsorship, Friday Satellite Symposia, or Product Theater will earn two points per \$2,500.

Priority point standings are calculated based on the company's prior three years of participation in ASH programs and initiatives. The 63rd ASH Annual Meeting and Exposition standings will be determined by the points accumulated during 2018-2020. Points earned after November 20, 2020 will be included in the calculations the following year.

Tier One Three points for every \$2,500	Tier Two Two points for every \$2,500	Tier Three One point for every \$2,500	
<p><b>Highlights of ASH in Asia-Pacific</b></p> <ul style="list-style-type: none"> <li>› Commercial sponsorship</li> <li>› Education grants</li> <li>› Exhibit space</li> <li>› Independent Satellite Symposia</li> </ul> <p><b>Highlights of ASH in Latin America</b></p> <ul style="list-style-type: none"> <li>› Commercial sponsorship</li> <li>› Education grants</li> <li>› Exhibit space</li> <li>› Independent Satellite Symposia</li> </ul> <p><b>Highlights of ASH in the Mediterranean</b></p> <ul style="list-style-type: none"> <li>› Commercial sponsorship</li> <li>› Education grants</li> <li>› Exhibit space</li> <li>› Independent Satellite Symposia</li> </ul>	<p><b>ASH Awards</b></p> <ul style="list-style-type: none"> <li>› Abstract Achievement Awards</li> <li>› Bridge Grant Awards</li> <li>› Minority Recruitment Initiative Awards</li> <li>› Scholar Awards</li> </ul> <p><b>ASH Annual Meeting (In-person)</b></p> <ul style="list-style-type: none"> <li>› Education grants</li> </ul> <p><b>ASH Annual Meeting (Virtual)</b></p> <ul style="list-style-type: none"> <li>› Education grants</li> <li>› Platinum level exhibit</li> <li>› Commercial sponsorship</li> <li>› Friday Satellite Symposia</li> <li>› Product Theaters</li> </ul> <p><b>ASH Meeting on Hematologic Malignancies</b></p> <ul style="list-style-type: none"> <li>› Education grants</li> </ul> <p><b>ASH Meeting on Lymphoma Biology</b></p> <ul style="list-style-type: none"> <li>› Education grants</li> </ul> <p><b>Corporate Friends Program</b></p> <p><b>Enduring Materials</b></p> <ul style="list-style-type: none"> <li>› <i>ASH Self-Assessment Program (ASH-SAP)</i></li> <li>› <i>Hematology 2020</i>, the ASH Education Program</li> </ul> <p><b>Highlights of ASH in North America</b></p> <ul style="list-style-type: none"> <li>› Education grants</li> </ul>	<p><b>Advertising</b></p> <ul style="list-style-type: none"> <li>› <i>ASH Clinical News</i></li> <li>› <i>ASH News Daily</i></li> <li>› ASH News TV</li> <li>› <i>Blood</i></li> <li>› <i>Blood Advances</i></li> <li>› <i>The Hematologist</i></li> </ul> <p><b>ASH Annual Meeting (In-person)</b></p> <ul style="list-style-type: none"> <li>› Advertising in annual meeting publications</li> <li>› ASH Foundation booth activity donation</li> <li>› ASH Foundation Run/Walk sponsorship</li> <li>› ASH-a-Palooza sponsorship</li> <li>› Commercial sponsorship</li> <li>› Exhibit space</li> <li>› Exhibitor meeting rooms</li> <li>› Friday Satellite Symposia</li> <li>› Product Theaters</li> </ul> <p><b>ASH Annual Meeting (Virtual)</b></p> <ul style="list-style-type: none"> <li>› Advertising in annual meeting publications</li> <li>› ASH Foundation booth activity donation</li> <li>› Gold level exhibit</li> <li>› Silver level exhibit</li> </ul>	<p><b>ASH Meeting on Hematologic Malignancies</b></p> <ul style="list-style-type: none"> <li>› Commercial sponsorship</li> <li>› Exhibit space</li> <li>› Independent Satellite Symposia</li> </ul> <p><b>ASH Meeting on Lymphoma Biology</b></p> <ul style="list-style-type: none"> <li>› Commercial sponsorship</li> <li>› Exhibit space</li> <li>› Independent Satellite Symposia</li> </ul> <p><b>ASH Initiatives</b></p> <ul style="list-style-type: none"> <li>› Sickle Cell Disease Awareness Campaign</li> </ul> <p><b>ASH Foundation Initiatives</b></p> <ul style="list-style-type: none"> <li>› Annual meeting support (see Annual Meeting In-Person listing)</li> <li>› General charitable donations</li> </ul> <p><b>Highlights of ASH in North America</b></p> <ul style="list-style-type: none"> <li>› Commercial sponsorship</li> <li>› Exhibit space</li> <li>› Independent Satellite Symposia</li> </ul> <p><b>Independent Medical Education Grants</b></p>

*Products and programs subject to change. Deadline for 2020 calculations is November 20, 2020.*

## 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](mailto:ashexhibits@spargoinc.com).

Companies belonging to a parent company with other divisions participating at ASH cannot reserve an exhibit 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 an exhibit, 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 will not be re-done later.
- 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 co-marketed exhibits.

## Subleasing of Exhibit Space

Exhibitors may **not** sublet their exhibit, or any part thereof. No exhibit, offer for sale, or advertised articles **not** manufactured or sold by the exhibitor contracted for the exhibit, are allowed. In such cases, any manufacturer identification on said article(s) shall be limited to the manufacturer's article nameplate.

## Promotional Activities

ASH recognizes that promotional activities encourages attendees to the exhibits. Promotional activities that promote your exhibit must be submitted for approval. Please contact Eileen McGill, ASH Exposition Operations Management, at 703-631-6200 or [ashexhibits@spargoinc.com](mailto:ashexhibits@spargoinc.com) with questions or to submit an activity for approval.

Scientific and educational presentations are prohibited within the exhibits, and exhibitors are prohibited from offering activities that provide continuing medical education (CME) credit. However, presentations that promote a company's products and services are allowed within that company's exhibit. Exhibitors must submit the Booth Activity Approval Form through the online ASH Exhibitor Resource Center.

All activities and content must be professional in nature and provide educational information related to the field of hematology. Please contact Eileen McGill, ASH Exposition Operations Management, at 703-631-6200 or [ashexhibits@spargoinc.com](mailto:ashexhibits@spargoinc.com) with any questions.

### 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 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)** that state: "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 ASH annual meeting.

Contests of any kind must first be approved by ASH Exposition Management. Exhibitors intending to conduct contests, lotteries, raffles, or games of chance must complete the Booth Activity Form through the online ASH Exhibitor Resource Center by Friday, November 6, 2020.

## **Fundraisers**

Fundraisers, auctions, or activities that involve donations to organizations other than ASH are not permitted inside an exhibit. Activities designed to provide donations to ASH must be pre-approved and Booth Activity Approval Form submitted through the online ASH Exhibitor Resource Center by Friday, November 6, 2020. In order to be considered, a minimum donation of \$12,500 (or higher) is required and will be designated for the ASH Foundation's "Greatest Needs Fund." Please contact Eileen McGill, ASH Exposition Operations Management, at 703-631-6200 or [ashexhibits@spargoinc.com](mailto:ashexhibits@spargoinc.com) with any questions.

## **Giveaways**

All items provided to attendees must be useful to the participants at the meeting and/or in their professional activities. Please also note the following restrictions:

### **Commercial Exhibitors**

It is ASH's policy that all giveaways by commercial exhibitors 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).

### **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 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.

Exhibitors intending to provide giveaways must complete the Request for Approval of Giveaway Form through the online ASH Exhibitor Resource Center by Friday, November 6, 2020. Any exhibitors found distributing materials that have not been officially approved will be required to cease distribution immediately and may have their priority points reduced.

## Media-Related Activities

Companies and institutions issuing press releases about the science being presented during the annual meeting are required to abide by the Society's embargo policy. This policy, as well as detailed guidelines about the types of press materials that may be distributed, is available [online](#). Press briefings and other media-related events are permitted.

## Posters/Handouts

Posters or handouts with information about ASH annual meeting abstracts (such as poster numbers, time/location of presentations, etc.) that are displayed or given away within the exhibit must be approved by ASH. Please contact Michelle Lee, Annual Meeting Publications Coordinator, at [mlee@hematology.org](mailto:mlee@hematology.org) for approval.

## Social Media

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

- Facebook: [facebook.com/americansocietyofhematology](https://www.facebook.com/americansocietyofhematology)
- Instagram: [@ASH\\_Hematology](https://www.instagram.com/ASH_Hematology)
- LinkedIn: [linkedin.com/american-society-of-hematology](https://www.linkedin.com/company/american-society-of-hematology)
- Twitter: [@ASH\\_Hematology](https://twitter.com/ASH_Hematology)

Exhibiting companies may use social media to generate interest in their exhibit. Exhibitors are encouraged to follow the Society's social media updates throughout the meeting, use designated meeting hashtags (the 2020 annual meeting hashtag is #ASH20), and tag ASH in posts. Exhibiting companies should keep posts to a reasonable volume; social media posts including the meeting hashtag that could be perceived by attendees as spam may be blocked from social media feeds projected on the ASH website, and in the meeting mobile app.

Exhibitors planning to engage exhibit attendees in social media campaigns should note that ASH reserves the right to restrict campaigns that are objectionable for any reason. 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.

## Failure to Adhere to Policy

Exhibiting companies that violate this policy could face a loss of accrued priority points and suspension of exhibiting privileges. 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 \(FDA\)](#)

**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 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 guidelines.

### Investigational Products

According to the [Healthcare Convention Exhibitors Association](#), and 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, as required by the Americans With Disabilities Act, and shall hold ASH harmless from any consequences of an exhibitor's failure in this regard.

## **Use of ASH Name and Logo**

The ASH logo may not be used on any materials produced by organizations other than ASH itself. Use of the American Society of Hematology's name or copyrighted material requires prior written approval by ASH. Please email Alexander Kireyev, Senior Marketing Manager, at [akireyev@hematology.org](mailto:akireyev@hematology.org) to request permission to use the ASH logo and/or name.

## **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 ASH annual 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, Support Opportunities, Product Theaters, mailing list rentals must be paid in full prior to the start of the meeting. Exhibitors with outstanding balances will not be permitted to exhibit. Registrations will also be withheld until full payment has been received.

### **Payment Policy:**

- 100 percent payment due with application

ASH requires payment in full upon receipt of application.. Failure to make payments does not release the contracted or financial obligation of Exhibitor.

### **Cancellation Penalties:**

- Any cancellations received in writing will incur a 100 percent cancellation penalty.

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

## Abstract Rights and Permissions

The annual meeting abstracts published by the American Society of Hematology are covered by copyright. All rights reserved. ASH expects that you will respect its intellectual property rights and use its material solely as permitted by Sections 107 and 108 of U.S. Copyright Law (Fair Use).

For permission to use an ASH annual meeting abstract beyond what is permitted by Sections 107 or 108 of U.S. Copyright Law, please refer to the following guidelines.

### Republication Requests

These are requests to republish meeting abstracts in a new work (e.g., a book or journal). There are three categories of requests: single-use/photocopy, custom, and commercial. Written permission to republish any parts of works owned by ASH must be obtained prior to usage.

- **Single-use** (one-time use of the requested materials)

Permission requests may be processed through the Copyright Clearance Center either online at [copyright.com](http://copyright.com), by phone at 978-750-8400, or by mail at 222 Rosewood Drive, Danvers, MA 01923.

- **Custom** (a compilation or collection of abstracts produced in a standalone publication)

For custom abstract publications in English, contact Springer Healthcare at 212-620-8467 or email [ASHreprints@Springer.com](mailto:ASHreprints@Springer.com). For custom abstract publications in languages other than English, contact Springer Healthcare at +44 1829-772 756, by fax at +44 1829-770 330, or by email [ASHreprints@Springer.com](mailto:ASHreprints@Springer.com).

Custom publications, whether in English or another language, are subject to the following terms and conditions:

1. Meeting abstracts may not be adapted; they must be republished in their entirety.
2. Commentary or explanatory notes on the abstract page are not permitted.
3. A full citation must be included with each meeting abstract.
4. Meeting abstracts may not be bound with product advertising or other marketing materials.
5. Meeting abstracts may be bound with another organization's published materials as long as no product advertising or other marketing materials are included.

6. The words “selected meeting abstracts” must be noted prominently on the cover along with information identifying the meeting from which the abstracts were taken. Mentioning a drug or a disease in the title (e.g., “Selected Meeting Abstracts on Leukemia” or “Selected Meeting Abstracts on *name of drug*”) is permissible, but product logos may not be included either in the title or anywhere on the cover or in the document. The company producing the collection must be clearly identified on the cover.
7. The *Blood* and ASH logos may not be used on the cover or anywhere within the collection. The cover from the *Blood* Abstracts issue may not be used as a cover for a custom abstract publication.
8. The following disclaimer must be included with each meeting abstract: “Copyright American Society of Hematology. Reprinted with permission from the American Society of Hematology, which does not endorse any particular uses of this document. The American Society of Hematology is not responsible for the completeness or the accuracy of the transcribed materials in this document.”

The final document must be reviewed by ASH for approval prior to printing. Please submit final documents to Michelle Lee, Annual Meeting Publications Coordinator, at [mlee@hematology.org](mailto:mlee@hematology.org). Five samples of the printed document must be forwarded to ASH upon publication. Please send to: ASH Permissions, 2021 L Street, NW, Suite 900, Washington, DC 20036.

- **Commercial Reprint Requests** (100 copies or more)

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