# 2020 Meeting on Lymphoma Biology Exhibitor Rules and Regulations

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 exhibit space constitutes the exhibitor's agreement to abide by these regulations.

### **Conduct/Character of Exhibits**

ASH is solely responsible for the selection and presentation of all educational program sessions and their content, including the selection of topics, authors, speakers, moderators, and materials presented or distributed during educational sessions. No exhibiting company shall influence or seek to influence any decisions relating to the educational program or sessions. Exhibitor status is not required in order to provide commercial support for the educational sessions. 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 educational program sessions or content, for which ASH remains solely responsible as set forth above.

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, articles of merchandise, printed materials, 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 Exposition.

# On-Site Staffing and Registration Badges

All tabletop exhibits must always be staffed during the scheduled exhibition hours. Please ensure all exhibit staff adhere to this requirement.

Three (3) complimentary meeting badges are provided per tabletop exhibit. **Badges are non-transferable.** Additional meeting badges over the complimentary allotment will be provided to exhibit staff based on the individual's ASH membership status. The complimentary meeting badge allows exhibitors access to all meeting sessions, but NOT to "Lunch with the Experts" (or similar) sessions (if part of the meeting schedule).

#### **Physical Setup**

Literature stands, lightboxes, and/or pop-up booths are not permitted behind, in front of, or next to the exhibit table. All displays are restricted to the tabletop, except for banner stands and monitor stands, which are permitted on the floor directly behind the exhibit table (and must not expand past the six-foot width of the exhibit table).

Exhibitor signage is not permitted in any area of the hotel other than inside the exhibit room. Exhibitors must receive approval from ASH prior to hosting an ancillary event (there is a separate application and approval process for this type of program).

#### Food and Beverage

ASH prohibits the distribution of any food and/or beverages at the tabletop exhibit; when possible, ASH will schedule meals and/or coffee breaks in the exhibit area to assist with attendee flow. Wrapped candy is permitted.

## **Promotional Activities**

Small demonstrations and the distribution of literature or samples must be made within the immediate area of the tabletop exhibit. Interviews are not allowed.

Exhibitor representatives are prohibited from conducting any sales or promotional activities within the formal education/scientific session room. All exhibits and promotional materials shall be confined to the exhibitor space. Canvassing or distributing promotional materials outside the exhibitor's tabletop is not permitted. No literature is to be distributed anywhere else in the hotel.

#### **Distribution of Materials**

Exhibitors are permitted to distribute promotional materials and other related items at their tabletop exhibit. All items distributed must be relevant to the meeting's content, useful to the meeting registrants, and/or applicable to the professional activities of the exhibit visitors. Items must be small in size and made available to all ASH attendees regardless of demographics, as long as supplies last. ASH reserves the right to discontinue the distribution of any items deemed inappropriate.

#### **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 commercial 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) exists 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.

#### **Noise**

Small demonstrations are allowed at the tabletop exhibits, but no microphones or sound systems will be allowed.

## **Attendee/Mailing List**

ASH does off the registration list for this meeting for one-time purchase and use. ASH Exposition Management (SPARGO) will manage this process. The list is available only to organizations who exhibit at the meeting. Exhibitors purchasing the mailing list will receive each registrant's contact name, degree, organization, and full address. The mailing piece must be approved by ASH Exposition Management prior to receiving the list.

#### **Failure to Occupy Exhibit Space**

Any space not occupied by Thursday, August 6, 2020, at 2:00 p.m. will be forfeited by the exhibitor. The space may be reassigned or used by ASH without a refund. Exhibitors who anticipate delays in setting up their booths must receive prior written approval by Friday, July 17, 2020, from ASH Exposition Management for late installation. Priority points will not be awarded to exhibiting companies who fail to occupy their contracted space for the entirety of the meeting.

# **Early Dismantling**

Early dismantling is expressly prohibited by ASH. Exhibits officially close on Sunday, August 9, 2020, at 11:05 a.m. All exhibits must be staffed until that time. Exhibitors that dismantle before closing will be subject to priority point reduction and possible exclusion from future ASH meetings.

# **Limitations and Liability**

Exhibitors agree to protect, save, and keep the American Society of Hematology and the occupied hotel forever harmless from any damage or charges imposed for violation of any law or ordinance by the exhibitor, its employees or agents. The exhibitor also agrees to strictly comply with the applicable terms and conditions contained in the agreement between the American Society of Hematology and the meeting venue. Further, the exhibitor shall at all times protect the American Society of Hematology and the meeting venue against any and all loss, cost damage, liability, or expense which arises out of, from, or by reason of any act or omission of exhibitor, its employees or agents.

# **Exhibitor Insurance**

The exhibitor shall, at its sole cost and expense, procure and maintain through the term of this contract, comprehensive general liability insurance against claims for bodily injury or death and property damage occurring in or upon or resulting from the premises leased. Such insurance shall include contractual liability and product liability coverage, with combined single limits of liability of not less than minimum \$1,000,000 per occurrence/\$2,000,000 aggregate coverage. Such insurance shall name the American Society of Hematology, SPARGO, Inc. and Westfields Marriott 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 ASH Exposition Management (SPARGO, Inc.) or its agent or representative as soon as practical but in no event more than three (3) calendar days after request, time being of the essence. Failure to remit such proof shall be a material breach of this agreement

# **Payment Policy**

All table-top exhibits, support opportunities, and mailing list rentals must be paid in full prior to move-in. Exhibitors with outstanding balances will not be permitted access to the exhibit hall or begin the installation of their exhibits. Badges will also be withheld until full payment has been received.

- 50 percent deposit payment due with application when submitted through April 9, 2020
- 100 percent payment due with application when submitted after April 9, 2020

#### **Cancellation Penalties**

- Any cancellations received in writing through April 9, 2020, will incur a 50 percent cancellation penalty.
- Any cancellations received in writing after April 9, 2020, will incur a 100 percent cancellation penalty and the
  exhibitor will be issued NO refund of any monies received by ASH for said cancellation.

#### **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.

# 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.