

# **EXHIBITOR RULES AND REGULATIONS**

For On-Site & Virtual Participation

# **ASLMS Mission**

To promote excellence in patient care by advancing biomedical application of lasers and other related technologies worldwide.

# **ASLMS Vision**

Be the world's preeminent resource for biomedical laser and other energy-based technologies research, education and clinical knowledge.

## 1. Eligibility to Exhibit or Participate Virtually

All participating companies must be laser, light, energy-based, or medical related and must be related to the mission of American Society for Laser Medicine and Surgery, Inc. (ASLMS).

ASLMS determines the eligibility of any company or product for inclusion in its Annual Conference, whether the conference is hosted at a specific location or virtually. Completing and signing the online exhibit application form does not guarantee approval to participate. ASLMS reserves the right to refuse applicant participation, ask for additional applicant information, and to cancel any exhibiting contract at any point. All new applications will undergo a review process set by ASLMS.

Permission to exhibit or participate virtually does not constitute in any way an ASLMS endorsement or approval of exhibitor products or services. ASLMS reserves the right to restrict and supervise any exhibitor whose exhibit and/or related conduct and activities ASLMS deems objectionable.

An exhibitor may only display and promote products that it manufactures or regularly distributes. Each exhibitor must submit a description of the company and the product(s) and/or service(s) to be displayed or referenced in order for the application to be accepted.

By completing the ASLMS exhibit application online, the exhibitor acknowledges that they have received, carefully read, and understand the following rules and regulations and agree to abide by them.

#### Standards and Laws

Exhibitors must comply with all applicable industry standards and federal, state, and local laws, regulations, and standards.

## 2. General Exhibitor Policies

## ACCME – Standards for Commercial Support

The American Society for Laser Medicine and Surgery, Inc. is accredited by the Accreditation Council for Continuing Medical Education (ACCME) to provide continuing medical education for physicians. ASLMS adheres to high standards in the development of our educational programs.

Please visit this site to review the standards for commercial support: <u>http://www.accme.org/requirements/accreditation-requirements-cme-providers/standards-for-commercial-support</u>. For additional details on ACCME Standards for Commercial Support, contact <u>beth@aslms.org</u>.

Exhibitors whose actions cause or could tend to cause ASLMS' accreditation to be compromised or jeopardized will be subject to sanctions as provided in these Rules and Regulations.

#### **Liability Release**

The exhibitor agrees to release, indemnify and hold harmless the ASLMS and the exhibit facility, and their respective officers, directors, shareholders, members, employees, affiliates, volunteers, agents, insurers, successors, representatives, and assigns from all claims, liability, damages, penalties and legal fees relating to any injury, physical or otherwise, property damage, or theft which may arise out of or in connection with the exhibitor's participation in and exhibiting at the Annual Conference, its use of the exhibit facility, its giveaways and promotional items and products, and any failure to comply with these Rules and Regulations or the ASLMS's enforcement of these Rules and Regulations.

The exhibitor understands that by completing the ASLMS online exhibit application/participation form it is agreeing that this Liability Release provision is intended to release, indemnify, and hold harmless the ASLMS and the exhibit facility to the broadest extent allowed by law, but does not apply to injuries or damage which may arise out of intentional or reckless acts on the part of the ASLMS or the exhibit facility. The exhibitor understands that it has the option of not agreeing to this Liability Release provision, but that agreeing to this provision is a condition of participating in and exhibiting at the Annual Conference.

#### **Foreign Sanctions Compliance**

The exhibitor understands that by completing the ASLMS online exhibit application, to fullest extent of the law, the exhibitor agrees to protect, defend, indemnify and hold harmless the ASLMS, its members, officers, directors, employees, contractors, agents, licensors, suppliers, and successors (collectively "ASLMS Indemnified Parties") and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, government charges or fines, penalties or fees (including reasonable attorneys' fees) arising out of or relating to conduct by, on behalf of, or at the direction of the exhibitor/company, and their respective owners, managers, partners, subsidiaries, affiliates, officers, directors, employees and agents (collectively "Exhibitor Parties") in violation of the U.S. foreign sanctions policy, including but not limited to those designated by the U.S. Department of Treasury's Office of Foreign Asset Control ("OFAC") and U.S. Department of Commerce's Bureau of Industry and Security ("BIS"). The

exhibitor understands that it is the sole responsibility of the exhibitor to obtain any licenses necessary from OFAC or BIS to import, export, re-export, or transfer (in-country) exhibitor's software or technology. This contract is subject to termination in the event that the exhibitor does not or cannot comply with OFAC and BIS regulations and does not or cannot comply with the ASLMS' obligations for complying with OFAC and BIS regulations. This section shall survive any termination or expiration of the approved ASLMS exhibit application that is completed online.

### Counterfeit Products and Goods Strictly Prohibited

Counterfeit products and goods and copies of products and goods are not permitted to be exhibited at the ASLMS Annual Conference. Exhibitors are prohibited from exhibiting any products or goods which are deceptively or illegally marketed, or which infringe on or violate any proprietary right of any third party, including, without limitation, any copyright, trademark, patent, or trade secret right. Any exhibitor which exhibits any product or goods in violation of these terms may be subject to sanctions, including, but not limited to, removal of the product or goods from the exhibit area, removal of the exhibitor and its exhibit from the Annual Conference, prohibition from exhibiting at future ASLMS conferences and events, and/or expulsion of individuals associated with the exhibitor from ASLMS membership or rejection of membership applications. The decision of ASLMS shall be final, and the exhibitor shall have no financial or other claim against the ASLMS.

## 3. Exhibit Fees & Payments

Special early pricing is in effect through March 1, 2021. A deposit equal to 50% of the total cost for exhibit space is due with submission of the online application. The remaining balance is due by March 1, 2021. The 50% deposit is non-refundable. Any accounts not paid in full by March 1, 2021 will be subject to a 10% booth fee increase. If the invoice is not paid in full by the due date, an exhibitor may forfeit their booth space in the event that exhibit space is sold out and a wait list has been established. No exhibitor will be permitted to set-up, login, or receive complimentary badges if they have an outstanding balance with ASLMS.

Applications to exhibit received on/after March 1, 2021 will require full payment for approval.

## Cancellation or Reduction of Space

If a cancellation is received in writing on or before March 1, 2021 and the total cost of the exhibit space has been paid in full, up to 25% of the total cost of the assigned booth/space may be returned to the exhibitor. ASLMS at its sole discretion, shall determine the amount of the refund. If an exhibitor requests to reduce their selected booth space on or before March 1, 2021, they may incur a reduction fee. After March 1, 2021, if an exhibitor cancels, the exhibitor forfeits 100% of the total cost for space and purchases secured.

#### **Cancellation of Annual Conference**

It is mutually agreed that in the event of the cancellation of the Exposition (ASLMS Conference and/or Conference Exhibit Hall) due to circumstances beyond the ASLMS' control, including, but not limited to, natural disasters, fire, strikes, government regulations, governmental orders, epidemics and pandemics, terror threats/activities or causes that would prevent its scheduled opening or continuance, then and there upon this agreement will be terminated, and ASLMS, at its sole exclusive discretion, shall determine an equitable basis for the refund of such portion of the exhibit fees as is possible after due consideration of expenditures and commitments already made.

### Sharing or Subletting Space

Sharing exhibit space whether on-site or virtually is permitted only for divisions of the same company. Exhibitors may not sublet or assign booth spaces or logins.

## Lobbying by Non-Exhibitors

Solicitation by non-exhibitors is prohibited at any time during the Annual Conference. Companies and representatives not approved by the ASLMS as an exhibitor in the exhibit hall or participant in the virtual platform are prohibited from soliciting business. Violators of this prohibition will be banned from the platform.

Please report any violations you may observe to ASLMS staff.

# 4. Sponsorship Opportunities

Exhibitors may maximize their visibility among attendees before, during and after the Annual Conference by becoming a corporate sponsor. ASLMS sponsorship opportunities will be announced to all exhibitors and posted on the ASLMS website aslms.org. Available sponsorships will be approved on a first-come, first-served basis.

ASLMS conference sponsorship levels are recognized at the Annual Conference. These levels are determined by cumulative conference sponsorship and advertising investments. The ranking determines the order of booth selection for the next Annual Conference.

# 5. Competition with ASLMS

Promotion of products, meetings, and/or services that compete directly with those offered by the ASLMS is prohibited. Fundraising by organizations, companies, or an individual, other than the ASLMS, is also prohibited.

## 6. Giveaways and Promotional Items

Acceptable giveaways are those that offer a benefit to patients, are related to a physician's work, and are not of substantial value. Giveaways may only be distributed from the exhibitor's booth. Exhibit personnel may not leave the booth to encourage attendees to take samples or participate in product sampling. All reporting requirements due to the Physician Payments Sunshine Act are the responsibility of the exhibitor.

ASLMS in its sole discretion, has the right to prohibit the distribution of any samples or other items it deems objectionable or otherwise inappropriate.

Raffles (money exchanged for tickets) are prohibited on the exhibit floor or in any ASLMS contracted space within the hotel/convention center. Drawings (no money exchanged) are allowed as long as the item(s) given away meet the giveaway criteria above.

# 7. Conference Attendee Lists

Exhibitors receive both the pre- and post-conference attendee mailing lists for one-time use at no charge. The lists include the mailing and email addresses for attendees that opt in when registering for the Annual Conference to share their contact information with ASLMS industry partners. The lists do not include phone numbers or demographic information. The pre-conference attendee list is downloaded from the conference attendee registration database (eShow) one time approximately 3 weeks before the Conference start date. The post-attendee list is downloaded within one week of the Conference end date or close of the online content. List(s) will be emailed within 2 days of download. The list will be emailed one time to the email address assigned to the exhibitor's booth contact on the application. Addresses on the list are provided by the attendees. ASLMS is not responsible for errors on the mailing lists. To receive the list, an exhibitor must agree to the Attendee List Usage Terms.

# 8. Marketing Related Activities

All exhibitors must adhere to the ASLMS Branding Guidelines found on the aslms.org webpages.

Any exhibitor marketing material referencing any part of the scientific and educational programming must include the Disclaimer for ACCME Compliance (see disclaimer below in gray italics).

## Disclaimer for ACCME Compliance

The American Society for Laser Medicine and Surgery has the ultimate responsibility for the planning, development and content of continuing education programs and presentations, including those highlighted above. [Insert your company name here] did not direct content or influence the planning or implementation of The ASLMS Annual Conference. The opinions expressed by speakers and participants during these activities belong to those individuals.

All marketing materials and advertising must be confined and may only be distributed and/or operated within the assigned exhibitor space.

## 9. Lead Retrieval System

A lead retrieval system will be available for exhibitors through eShow to quickly capture the name, mailing address, email, and other contact information of a registered conference attendee when permission is granted by the attendee.

# 10. Photography and Video Taping

Due to the sensitive scientific nature of many products or services being displayed, **videotaping and photography within the exhibit hall or during the virtual conference is prohibited except by ASLMS staff and the official ASLMS photographer.** Exhibitors must confine photographs and video taping to their own exhibit booths, activities, and personnel. No exhibitor may photograph or videotape another exhibitor's booth, demonstrations, or other activities.

Attendee polices apply to participation in the educational content presented online and in person.

# VIRTUAL PARTICIPATION POLICIES

# 11. Virtual Booth Space Assignment

All virtual booth spaces are considered the same and will be listed alphabetically by sponsorship level.

# 12. Virtual Registration

Everyone must register to participate in any virtual component of the Annual Conference. Please reference individual exhibit packages for the number of virtual registrations included. If additional registrations are needed, they can be purchased on an individual basis at prevailing registration rates.

The redistribution or sharing of conference login credentials is prohibited and will be grounds for removal from the virtual event. Any exhibitor found to be misrepresenting themselves will have the exhibit removed from the virtual conference components.

Registered exhibitors with a full conference badge are welcome to attend the virtual educational sessions. However, to meet ACCME guidelines, it is imperative that the ASLMS ensure its educational sessions maintain their objectivity and independence from industry, and foster professional behavior by speakers, attendees, and industry representatives.

# **ON-SITE EXHIBITOR POLICIES**

## **13. Official Service Contractor**

AGS Expo is the official service contractor for the Annual Conference. AGS Expo and all other contractors listed in the Exhibitor Success Kit act on their own behalf in all arrangements with exhibitors and are not agents, employees, or representatives of the ASLMS.

All services or materials supplied by such contractors on order of the exhibitor will be billed by the contractor to the exhibitor. The ASLMS does not assume responsibility or liability for any act performed or omitted by such contractors.

The Exhibitor Success Kit contains all the forms and information necessary for ordering labor and services at the Annual Conference. The Kit includes order forms for services such as rental furnishings, booth carpet, labor, signage, plumbing, floral, audiovisual, telephone, photography, electrical services, rental displays, lead retrieval and cleaning. The Kit also includes detailed information regarding all work rules and specific rates. The Kit will be available and distributed to exhibitors via e-mail link from AGS Expo a minimum of 4 months in advance of the Annual Conference.

### **Official Drayage Contractor**

AGS Expo has been designated as the official drayage contractor, responsible for maintaining all in and out traffic schedules at the exhibit site and handling the move-in and move-out of all exhibitors' materials and equipment. AGS Expo maintains control of and has priority at the loading areas at all times.

#### Advance Shipments to Warehouse

Advance shipments may be made to the official drayage contractor's warehouse as early as 30 days before the Annual Conference. Shipments will be stored at the warehouse and delivered to the exhibitor's space prior to the conference.

# 14. Exhibit Access

Exhibitors have the right to conduct business during established exhibit hours without interference or improper intervention. Exhibitors and their representatives may not enter another exhibitor's booth without obtaining permission. Exhibitors and their representatives may not conduct activities which interfere with or disrupt another exhibitor's exhibit, an exhibitor's ability to conduct business or to gain an improper competitive advantage. Representatives and employees of the ASLMS shall have access to any exhibit at all times.

During exhibit days, exhibitors with badges may enter the exhibit hall 1.5 hours prior to the opening and must leave within an hour of closing. If other access is necessary, prior permission must be received from the ASLMS.

#### Notice of Disability Act

Exhibitor shall be responsible for compliance with the Americans with Disabilities Act with regard to the exhibitor's booth space, including, but not limited to, wheelchair access.

#### **Under-Age Individuals**

For safety reasons, individuals under 18 years old are not permitted in the Exhibit Hall at any time.

#### **Booth Staffing**

Exhibit booths must be staffed during all lunch and refreshment breaks unless approval has been given by the ASLMS prior to exhibiting. It is the exhibitor's responsibility to safeguard its goods, materials, equipment and all other items/materials brought to the conference at all times. The exhibitor is responsible for any loss or damage to its property. An exhibitor that has failed to set up or properly staff its booth during the exhibition will forfeit all exhibit rights for this Annual Conference and the ASLMS may reassign the exhibit space without notice to the exhibitor and without obligation of the ASLMS for any refund.

## 15. Exhibitor Conduct & Sales

As a matter of safety and courtesy to others, exhibitors must conduct sales presentations and product displays so as to ensure that exhibitor personnel and attendees are within the assigned exhibit space and not encroaching in any way (noise, light, or other) on the aisle or neighboring exhibits. **Exhibitors may not use strolling entertainment, nor distribute samples, or advertising materials in any area outside of their exhibit booth.** It is the exhibitor's responsibility to ensure that their representatives and any model's/character's appearance and dress will not be offensive to modest tastes. Furthermore, models/characters are not permitted to perform or appear outside of the contracted exhibit space during event hours. It is the responsibility of each exhibitor to arrange displays and product presentation areas to ensure compliance with industry standards.

Order-taking and/or related sales activities are permissible provided they are confined to the exhibitor's assigned space and are conducted in a professional manner. Exhibitors conducting sales at the conferences must adhere to all state/local laws/regulations regarding sales or use tax collection and remittance for the state and municipality in which the conference is taking place.

Any undignified solicitation on the part of an exhibitor should be reported promptly to ASLMS staff. The ASLMS reserves the right to close any exhibit which conducts its solicitation in an objectionable manner or infringes upon the rights of other exhibitors.

Adhesive backed decals and stickers, or any other adhesive backed items may not be given out inside the facility or on the premises. Any cleaning or damages that arise from disregarding this rule shall be billed to the issuing exhibitor.

The use of balloons as part of the exhibit displays or as a giveaway is prohibited.

## Surveys

All surveys must be conducted within the confines of the booth space assigned. Exhibit personnel may not leave the booth to encourage attendees in the aisles to complete a survey.

# 16. Exhibit Displays

#### Structural Integrity

All exhibit displays must be designed and erected in a manner that will withstand normal contact or vibration caused by attendees, neighboring exhibitors, hall laborers or installation/dismantling equipment such as forklifts. Displays should also be able to withstand moderate wind effects that may occur in the exhibit hall when freight doors are open. Exhibitors should ensure that any display fixtures such as tables, racks or shelves are designed and installed properly to support the product or marketing materials to be displayed on them.

#### Security

Exhibitors are responsible for safeguarding their goods, materials, equipment and exhibits at all times. General guard service will monitor exhibit hall access points during the exhibition period, but the guard service, the exhibit facility, and the ASLMS will not be responsible for loss of or damage to any property. ASLMS strongly encourages exhibitors provide their own security and insurance.

## Installation/Dismantling

Exhibitors will comply with all terms and conditions relating to the placement, assembly, operation, maintenance and removal of exhibitor's display. Exposed or unfinished sides or exhibit backgrounds must be draped to present an attractive appearance.

During the installation and exhibit days, all booths are subject to on-site review. The ASLMS reserves the right to request modifications where necessary at the exhibitor's expense to ensure compliance with safety and construction rules. Equipment, products, or materials to be shown or demonstrated must be placed within the exhibit space so that attendees viewing the exhibit will stand within that space and not in the aisles.

Exhibits must not be disturbed, dismantled or be in the process of removal before the closing of the exhibit hall. All exhibit materials must be removed from the exhibit area by the assigned time. If an exhibitor fails to remove its materials from the exhibit area in a timely fashion, the exhibitor shall indemnify, hold harmless and defend the ASLMS from and against any and all fees or expenses the ASLMS may incur as a result of such late removal. Any property remaining in the exhibit area after the termination of the Annual Conference may be disposed of or stored, at the exhibitor's sole cost, as the exhibit facility deems appropriate.

Exhibitors shall adhere to the following booth lighting guidelines:

- No lighting fixtures, lighting trusses or overhead lighting are allowed outside the exhibit space. Exhibitors intending to use hanging light systems should submit drawings to the service contractor for approval.
- Lighting should be directed to the inner confines of the booth space. Lighting may not project onto other exhibitors or show aisles.
- Lighting that spins, rotates, or pulsates and other specialized lighting effects must be in good taste and not interfere with neighboring exhibitors or otherwise detract from the general atmosphere of the event.

#### Electrical

The following electrical guidelines must be followed:

- All 110-volt wiring should be grounded three-wire.
- Wiring that touches the floor should be "SO" (minimum 14-guage/three-wire) flat cord which is insulated to qualify for "extra hard usage".
- o Cord wiring above floor level can be "SJ" which is rated for "hard usage."
- The use of zip cords, two-wire cords, latex cords, plastic cords, lamp cords, open clip sockets, and two-wire clamp-on fixtures is not recommended. Cube taps are also not recommended.
- Power strips (multi-plug connectors) should be UL approved, with built-in over-load protectors.
- Exhibitors are also subject to any additional electrical requirements of the exhibit facility.

#### Sound

The exhibitor may use sound equipment in exhibitor's booth so long as the noise level does not interfere with the activities of neighboring exhibitors. Determination of an excessive sound level is at the sole discretion of the ASLMS. The ASLMS reserves the right to turn off the electricity of any exhibitor who violates or will not comply to appropriate noise levels. The exhibitor shall secure all necessary licenses for copyrighted music or other materials used directly or indirectly by the exhibitor.

#### **Booth Flooring and Cleaning**

Booth carpeting or floor covering is mandatory and is the responsibility of the exhibitor. Carpet/flooring may either be supplied by the exhibitor or rented from the service contractor, AGS Expo. During setup inspection, AGS Expo, with the approval of the ASLMS, will provide carpeting for any uncarpeted booths. Any charges for carpeting will be the responsibility of the exhibitor. Exhibitors may not carpet outside their assigned exhibit space. A carpet order form will be provided in the Exhibitor Success Kit.

Exhibitors must keep their booths clean at all times. The ASLMS has the right to order cleaning if booth appearance is unsightly. Any costs for this cleaning will be charged to the exhibitor.

#### **Ceiling Height**

Tops of displays or banners cannot exceed 18 feet.

## **17. Demonstrations**

No invasive or dermabrasion procedures may be performed on any human or animal tissue on the exhibit floor or in any ASLMS contracted space within the hotel and/or convention center. Invasive and dermabrasion include any procedure(s) that break, alter, or enter the tissue.

Exhibitors may conduct a simulation of a laser and/or energy-based device if the laser beam or treatment beam remains off at all times, and prominent signage is displayed to indicate that the activity is a "Simulation Only" and the "Equipment is not operational."

Non-invasive and LED/LLLT/PBM demonstrations must receive prior approval to operate on humans in the exhibit hall area. The approval is at the discretion of the ASLMS, and each proposed demonstration will be reviewed by the ASLMS on a case-by-case basis. If prior approval was not granted, the exhibitor may be prohibited from demonstrating on the exhibit floor. To request a demonstration, please send an email to <u>industry@aslms.org</u>.

All laser and energy-based device demonstrations the ASLMS deems invasive or pose potential hazards may only be conducted if they adhere to the following criteria:

- Must be performed on a non-human/non-animal object.
- Each operational laser exhibited is required to be certified as meeting the FDA/CDRH performance standard for laser products 21 CFR 1040.
- All laser beams must be terminated within individual exhibit areas and no beam above 5 mW power is permitted outside of a safety enclosure.
  Access to laser beam paths must be restricted so that no specular reflecting surface can be placed in the path of the laser beam (e.g., a watch)
- crystal or ring that could cause a potentially hazardous reflection).
- The laser beam must be viewed only by its effect on materials or by diffuse light reflection (i.e., no intrabeam observation).
- Each safety enclosure must be strong enough mechanically to survive accidental manipulation during the conference.

- Exhibit booth supervision is required at all times during exhibit hours to prevent unauthorized activation of laser devices. All exhibit areas must also be in safe mode without direct supervision when the exhibit area is closed.
- FDA/CDRH required activation "keys" must be removed and secured when the exhibitor is not present or when exhibit activity has been terminated for the day.
- Intense pulsed light sources are required to be activated only within a safety enclosure, or to have attenuation of the light source to a level safe for direct exposure to the human eye. Direct supervision is required for activation and activation "keys" must be removed when the exhibitor is not present.

If there is any question whether a demonstration fits within our Rules and Regulations, email industry@aslms.org.

# 18. Inspection and Safety

Exhibitors must indicate if the company will have a live laser at the conference when completing their online application form. A Laser Safety Officer (LSO) will be designated by ASLMS. A safety inspection will be made prior to opening the exhibits at the Annual Conference. All operational lasers and intense pulsed light sources will be inspected for potential hazards posed by the system. Exhibitors with a live laser must be present for the scheduled safety inspection. Exhibitors will be required to correct any hazardous conditions prior to operation of the laser or intense pulsed light source. Exhibitors must make all corrections requested by the ASLMS at their own expense or risk removal from the exhibition, without notice and without any obligation on the part of the ASLMS for any refund.

It is the sole responsibility of the exhibitor to ensure awareness of and full compliance with federal, state and city/local laws regarding lasers and other equipment and ANSI Standards for the Safe Use of Lasers in Healthcare Facilities and to submit required paperwork/forms directly to the appropriate contacts or departments within federal, state and city/local government offices. It is also the sole responsibility of the exhibitor to pay any fees and/or penalties associated with compliance or lack of compliance with federal, state and city/local laws regarding lasers and other equipment. Each exhibitor will be asked to designate a contact person with responsibility for compliance with safety standards.

Failure to comply with safe use standards resulting in potential risk to persons in the exhibit area will result in the loss of privilege of the exhibitor to operate lasers or intense pulse light sources.

#### Safety Standards and Labeling

Exhibitors shall comply with all state and federal laws that may apply to its activities, including U.S. Food and Drug Administration and Radiation Control regulations, restrictions on promoting investigational and pre-approved drugs and devices, restrictions on promoting approved drugs and devices for unapproved uses, and displaying in the exhibit background the generic name of any featured drug product. **Non-FDA-approved devices may be displayed at the conference, but MAY NOT BE OPERATED and must display a sign stating "NOT FDA-APPROVED" throughout the entire conference. All devices being operated under investigation permits shall be so labeled. FDA approved devices must also prominently display the exact approval/clearance for the device, including the approved usage.** 

#### **Fire Regulations**

The Annual Conference is a smoke-free environment. This applies to the entire facility at which the conference is being held.

All exhibits and exhibit material must comply with the fire safety, building and related regulations of the local governmental jurisdiction and the exhibit facility. Volatile or flammable oils, gases, unprotected picture films, other explosives or flammable matter, floral decoration or artificial flowers made of polyethylene, or any substance prohibited by law or insurance carriers are not permitted on the premises. Exhibitors must dispose of any waste products generated during the exhibition in accordance with guidelines established by the Environmental Protection Agency and the exhibit facility. Storage of products, literature, packing containers or packing materials behind back drapes or under draped tables is prohibited. However, exhibitors may store a limited supply of literature or product appropriately within the booth area, as long as these items do not impede access to utility services, create a safety problem or look unsightly.

## 19. Insurance

All exhibitors must maintain a policy of liability insurance covering its activities at the Annual Conference that names the American Society for Laser Medicine and Surgery as an additional insured and shall provide the ASLMS with a certificate of insurance, no later than a month prior to the conference, showing compliance with this requirement.

All exhibitor appointed contractors must provide a Certificate of Insurance to AGS Expo naming the American Society for Laser Medicine and Surgery, Inc. as the additional insured. If certificate is not provided, exhibitor agrees to be financially responsible for any liability claims.

# 20. Affiliate Functions

Functions, educational programs, seminars, and workshops may be hosted by exhibitors if they abide by these criteria. All functions must be in good taste and conform to the overall purpose of the Annual Conference. The exhibitor assumes all responsibility for its function, and it waives any claim it may have against ASLMS and the conference facility and indemnifies them against any attendee or participant claim.

No individual or company may hold a meeting, symposium or workshop during any educational event at the Annual Conference or that otherwise conflicts with the ASLMS' programs, social activities, or exhibit hours.

Exhibitors may request to hold functions, including those involving product demonstrations or those being held away from their assigned exhibit space, after Conference hours as permitted if specific written details regarding the function are provided to the ASLMS. Due to programming changes, these times may change without notice.

The request must specify date, time, location, type of function, and anticipated attendance. Please send requests to <u>industry@aslms.org</u>. All functions must be pre-approved by the ASLMS and organized directly through the conference hotel(s) or convention center before being promoted to attendees. Any applicable charges will be designated to the ASLMS Research Fund.

If equipment will be removed from the exhibit hall for an approved affiliate function, company ID and exhibitor's badge must be presented to the door guard and a schedule of removal time and return time must be provided to the ASLMS prior to approval.

Without written approval from the ASLMS, exhibitors may not display products/services and/or other advertising material in areas outside of their approved booth such as, but not limited to, parking lots, hotel lobbies, lounges, corridors, sleeping rooms, etc.

# 21. Lodging

Lodging information will be available to all exhibitors at aslms.org when conference registration opens. If an exhibitor intends to book 10 or more rooms during the Annual Conference, please contact the ASLMS so that staff may inform the Rooming Coordinator at the hotel. This will set up a sub-block through the ASLMS room block and ensure special conference pricing.

# **VIOLATION OF THESE RULES & REGULATIONS**

Punitive actions may be taken against exhibitors determined to have violated any of these rules and regulations. The action taken in each case will be based on the particular circumstances. These actions may include, but are not limited to, removal of persons from the exhibit hall, removal of exhibits from the exhibit hall without refund or appeal, exclusion from future exhibit opportunities with the ASLMS and other sanctions determined by the ASLMS.

The ASLMS has sole authority to interpret and enforce all rules and regulations relating to exhibitors. These rules and regulations may be amended at any time by posting on the ASLMS' website.

## **Governing Law**

Any dispute or other legal issue arising out of or related to these Rules and Regulations or the exhibitor's participation in the ASLMS Annual Conference will be governed by the laws of the State of Wisconsin and subject to the jurisdiction of the courts of the State of Wisconsin.

Note: Safety standards, laws, and regulations and the rules and regulations of conference venues and contracted services may change. Any updates received at the ASLMS office will be provided to exhibitors via email. These Rules and Regulations may change at the discretion of ASLMS.

If you have questions regarding the aforementioned Rules and Regulations, please contact the ASLMS office by phone 715-845-9283 or email industry@aslms.org.

Last revised: January 5, 2021