AAOS 2019 RULES AND REGULATIONS

All exhibitors, their agents and employees, are subject to all terms and conditions of the agreement between the American Academy of Orthopaedic Surgeons (AAOS) and the Venetian/Sands Expo regarding the use and occupancy of the exhibition halls and to all reasonable rules and regulations prescribed by AAOS or the Venetian/Sands Expo. In addition, the exhibitor shall comply with all applicable federal, state and local statutes, ordinances, rules and regulations.

The rules and regulations are part of the application for exhibit space, and consequently constitute part of the agreement between the exhibitor and AAOS. AAOS reserves the right to interpret and make final decisions regarding all rules and regulations.

SPACE ASSIGNMENT AND FEES

1. Eligibility to Exhibit

Only those companies that have successfully completed the <u>AAOS Company Review Process</u> are eligible to exhibit, or as otherwise specifically approved by the AAOS Exhibits Committee.

Any company which has products and services must be related to the practice of orthopaedics and companies must be in good financial standing with AAOS. AAOS reserves the right to refuse space to any company who has failed to fulfill its financial obligations to AAOS, and/or whose products or services, in the judgment of AAOS, do not meet the educational, scientific or practice needs of our Fellows and members.

NEW 2. Space Selection

All applications for exhibit space must be submitted online. During the application process exhibitors should choose six preferred booth locations, keeping in mind their earned priority points. A priority point overview can be found on page RR2.

NEW 3. Space Assignment

All applications for less than 400 sq. ft. of exhibit space:

- a. All applications must be received by August 9, 2018.
- b. Applications must be accompanied by the required 50% deposit. Applications received without the deposit will not be assigned or reserved space until the deposit is received.
- c. Exhibit space will be assigned under the priority point

What's New in the Rules and Regulations

You can easily reference new or major changes made to the following Exhibitor Rules and Regulations by looking for NEW in front of the following paragraphs:

- Space Selection RR2
- Space Assignment RR2
- Terms of Payment RR3
- Access to Other Exhibit Booths RR4
- Badge Policies RR4
- Dismantle of Exhibits RR6
- Exhibitor Conduct RR6
- Installation of Exhibits RR8
- Selling and Order Taking RR10
- Insurance RR11

See Index on Page 13

system. For reference purposes, a company's priority points are included in the email announcing the application for space is available.

- d. For companies with the same number of priority points, the assignment order will be based on number of priority points, date of receipt of the 50% deposit and application by AAOS.
- e. During the application process exhibitors should select six preferred booth locations. At the time of booth assignment if an exhibitor's six preferred booth locations are not available, space will be assigned based on indicated preference of type of booth versus location of booth. In this situation, the exhibitor agrees to accept the assigned booth(s). It is not possible to contact each company for new selections of booth space during the space assignment process.
- f. A limited amount of exhibit space is set aside for new, first-time exhibitors. This space is assigned according to the date the space application and deposit is received at AAOS.
- g. AAOS intends to send initial space assignment confirmations on **August 28, 2018.**
- h. AAOS reserves the right, in its sole discretion, to allocate space on any other basis it deems appropriate.

All applications for 400 sq. ft. or more of exhibit space:

- a. All applications must be received by August 9, 2018.
- b. Applications must be accompanied by the required

50% deposit. Applications received without the deposit will not be assigned or reserved space until the deposit is received.

- Exhibit space will be finalized via live online booth assignment process. This will allow exhibitors to finalize their booth selection in real time.
- d. Exhibit space finalization will take place the week of **August 15-23, 2018.**
- e. The appointment date and time will be sent to exhibitors via e-mail on **August 13, 2018** with more detailed instructions on the process.
- f. Exhibitor appointment times are determined by the priority point system. For reference purposes, a company's priority points are included in the email announcing the application for space is available.
- g. For companies with the same number of priority points, the appointment will be based on number of priority points, date of receipt of the 50% deposit and application by AAOS.
- h. Exhibitors should still provide six preferred booth locations when submitting the Exhibit Space
 Application. Exhibitors will not be held to those selections and can change their booth selection depending on availability at the time of the appointment.
- i. Appointments cannot be changed or rescheduled, no exceptions will be made. If an exhibitor is not able to make the assigned appointment, their booth will be selected from the six preferred booth locations submitted on the application. If those six locations are not available, space will be assigned based on indicated preference of type of booth versus location of booth. In this situation, the exhibitor agrees to accept the assigned booth(s).
- j. AAOS intends to send initial space assignment confirmations on **August 28, 2018.**
- k. AAOS reserves the right, in its sole discretion, to allocate space on any other basis it deems appropriate.

NOTE: Several anchor exhibitors are pre-assigned in priority point order on the initial floor plan. Providing the location of these large exhibitors assists other companies by identifying booth spaces that are not available and aids in selecting six available booth choices.

Applications received after August 9, 2018: Should space be available, applications will be assigned space from the remaining open booths on a first come, first serve basis after initial space assignments. If all exhibit space is sold out, applications will be placed on a wait-list for space.

Wait-List: Companies that submit applications after all exhibit space is sold will be notified that they have been placed on the wait-list. As exhibit space becomes available, companies will be notified of space availability.

If exhibit space is not assigned, AAOS will issue a full refund of any exhibit space fees paid.

AAOS reserves the right, in its sole discretion, to allocate space on any other basis it deems appropriate.

4. Priority Points

Priority points are based upon the number of years a company has exhibited at an AAOS Annual Meeting. Two priority points are awarded for each year of participation as an exhibitor at prior annual meetings. There are no other means to acquire additional priority points. A loss of priority points can occur should an exhibitor violate AAOS rules and regulations, as detailed on Page RR12.

To assist companies in determining their space assignment ranking, following is an overview of the priority points of all companies eligible to exhibit:

100 points	19 companies
50 to 98 points	75 companies
26 to 48 points	137 companies
16 to 24 points	156 companies
10 to 14 points	187 companies
6 to 8 points	193 companies
2 to 4 points	Over 550 companies

5. Rating Factors

Rating factors are based upon how closely a company's products or services are related to the science and practice of orthopaedics. While rating factors are not currently considered for priority points, rating factors are used to ensure that the AAOS Annual Meeting continues to provide attendees with a broad spectrum of products and services on the exhibit floor. The rating system has been developed by the Exhibits Committee and consists of the following ratings:

1.00	Products and services exclusively related to orthopaedics
.75	Products and services related to surgical disciplines
.50	Products and services related to general medical practice
.25	Products and services related to office practice productivity
.05	Ancillary non-medical

Companies that believe their rating factor may increase due to changes in products or services since their initial rating should submit current company information for review by the Exhibits Committee. All requests along with current product or service literature must be submitted to exhibits@aaos.org.

6. Space Limitations

AAOS reserves the right to place reasonable limitations on the number of booths to be rented to any exhibitor. The limitation will be determined by the relation of total applications to the number of booths available on the floor plan. The Exhibits Committee strives to provide a broad spectrum of products and services.

7. Booth Relocation

AAOS does not normally relocate booths. On those rare occasions when this does occur, exhibitors are notified with an explanation for the relocation. If the reassigned space is not acceptable, exhibitors may notify AAOS within 10 days from the date of relocation notification to cancel booth space and receive a full refund of any exhibit space fees paid.

8. Specialty Areas

The following exhibitors will be assigned space in designated specialty areas as indicated on the exhibit hall floor plan:

First-Time Exhibitors

Publishers and Educators

9. Multiple Divisions

Companies with several divisions that will share the same booth may not contract separately or be listed by division online, in the *My Academy* meeting app, or Final Program. All divisions must be listed under one company name. Badges and hotel allotments will not be split between divisions.

10. Joint-Venture/Co-Marketing

If two or more companies want exhibit space adjacent to one another, each company must state its request in a letter sent with their Application for Exhibit Space. Each request must be emailed to exhibits@aaos.org and indicate that a copy has been sent to the other company. Space assignments will then be made by averaging the companies' points. Only requests received prior to August 9, 2018 will be honored.



11. Sharing/Subletting Space

Exhibitors may not let, sublet, or transfer the exhibit privilege or space in whole or in part. Sharing of exhibit space is permitted only for divisions of the same company.

12. Mergers and Acquisitions

Companies that have merged with, been purchased by, or have purchased another company may use the exhibit history from whichever company is most favorable, but not by combining history of multiple companies. AAOS should be notified in writing that the acquisition or merger between companies has been completed, along with the effective date of this change.

Companies requesting a transfer of points must be directly related to the exhibiting company in order to inherit those points. A directly related company shall be defined as a company that is wholly owned by a subsidiary of or one that has merged with another company. Points will be awarded only if similar product lines are being displayed. The sale of a product, product line, certain technology, or certain assets to another company will be considered to transfer priority points only if and to the extent determined by AAOS in its sole discretion.

All requests for priority point transactions must be submitted in writing to the AAOS Exhibits Manager and confirmed in writing by the parent or subsidiary company.

13. Fees

All exhibit space rental fees are \$38 per net square foot:

Linear inline booth 10' x 10' \$3,800

Linear corner booth 10' x 10' \$3,800

Island booth space \$38 per net square foot

14. Terms of Payment

A 50% deposit (\$1,900 per 100 sq. ft.) must accompany the Application for Exhibit Space.

Applications received after November 12, 2018, must be paid in full. Applications received without a deposit will not be processed until the appropriate fee is received.

By Check: Checks are to be made payable to "AAOS" in U.S. funds only, and mailed to:

American Academy of Orthopaedic Surgeons Attn: Exhibits 9400 West Higgins Road Rosemont, IL 60018

NEW By Credit Card: The required deposit can be paid by credit card. NOTE: All credit card payments will be assessed a 2.5% credit card surcharge.

By Wire Transfer or ACH Payments: Make payment to:

Beneficiary: AAOS Huntington National Bank

678 Lee Street

Des Plaines, IL 60016 Account #: 01068363979

ABA #: 044000024 Swift Code: HUNTUS33

NEW Please be sure to include the exhibiting company name or invoice number with the wire transfer. Also, the exhibiting company is responsible for all fees.

Invoices: Invoices for remaining booth fees due, if any, will be sent with space assignments on **August 28**, **2018**. The balance of required fees must be received by **November 12**, **2018**. If a balance is still outstanding after this date, the space assigned may be resold without notification or refund of any payments.

NEW Final payments for booth fee can be made by check, credit card or wire transfer. **NOTE:** All credit card payments will be assessed a 2.5% credit card surcharge.

No company will be allowed to exhibit unless full payment for exhibit space is received. Late payment may result in priority point penalization for the 2020 Annual Meeting.

15. Cancellation Refunds

All cancellations or changes in exhibit space must be sent in writing to the AAOS Exhibit Manager. Written notice of cancellation must be received by the dates listed below to receive a refund:

Full refund of all monies paid.......August 9, 2018
30% of booth space fees retained.......August 10 – November 12, 2018
50% of booth space fees retained.......November 13 – December 12, 2018
100% of booth space fees retained...After December 12, 2018

A company's cancellation of exhibit space will result in the release of all assigned hotel sleeping rooms and hotel public space previously assigned to the company, and company representatives will not be allowed to attend the annual meeting. For companies reducing exhibit space, sleeping rooms and badges will be decreased to coordinate with the reduction in booth space.

If a balance is still outstanding on **November 12, 2018,** the space assigned may be resold without notification or refund of any payments. Failure to notify AAOS in writing of intent to cancel will result in the company being denied participation at future AAOS Annual Meetings. AAOS retains the right to utilize cancelled space at its discretion.

16. No-Show Policy

Any booth not in the process of being set by 3:00 PM on Tuesday, March 12, 2019, may be regarded as a "no-show." The exhibitor will be deemed to have cancelled

the exhibit space contract and, as such, the exhibitor will not be awarded any priority points for the 2019 Annual Meeting. Any freight will be removed from the exhibitor's booth and returned to the loading dock at the exhibitor's expense and AAOS will be free to utilize the space at its discretion.

EXHIBITOR INFORMATION

17. Access to Exhibit Halls

During show days, exhibitors properly badged may enter the exhibit halls as follows:

Wednesday, March 13 6:30 AM – 6:00 PM
Thursday, March 14 7:00 AM – 6:00 PM
Friday, March 15 7:00 AM – Midnight

Meetings in the exhibit halls with medical attendees and other non-exhibit individuals can only take place during official exhibit hours. Medical attendees must be properly badged to gain access to the exhibit halls during official exhibit hours.

18. Access to Other Exhibit Booths

Exhibiting companies are responsible for monitoring their own exhibit space.

NEW Exhibitors may not enter another exhibitor's booth space without obtaining permission. This is in respect of the rights of all exhibitors to conduct business during exhibit hours without interference or improper intervention. Violation of this rule will result in expulsion of the offending exhibitor from the meeting for the duration of the meeting. If violations continue the exhibiting company will not be allowed to exhibit at future AAOS meetings.

AAOS, its representatives and employees, shall have free access to any exhibit at all times.

Lingering in the aisles surrounding other exhibitors' booths is prohibited.

19. Admittance to Scientific Programming

The exhibitor's badge allows admittance to the exhibit halls, and on a space available basis to the scientific exhibit, poster presentations, general sessions, symposia, and paper presentations. If available, instructional course tickets may be purchased on-site at Attendee Registration Ticket Sales on the day of the instructional course. Ticket prices range from \$70 to \$95 depending on the length of the instructional course.

20. Badges

Exhibitors may register a maximum of five representatives for each 100 square feet of exhibit booth space. At the request of Academy members, there will be no additional badges provided or sold over this allotment so that aisles on the exhibit floor can be easily navigated.

21. Badge Policies

- All exhibitor representatives must register and wear the official exhibitor badge for admission to and while in the exhibit halls.
- b. Company badges will not be accepted instead of the official badge. Supplementing AAOS badges with business cards or altering, adding to or defacing the official badge is not permitted.
- c. Exhibitor badges are to be issued only to company employees, and/or any other individuals working in the exhibit booth.
- d. NEW All exhibitors must wear the correct AAOS name badge. For security reasons, exhibitors should never allow another individual, co-worker or not, to use their badge to gain access to the exhibit hall or educational sessions. Badge exchanges are complimentary online so that each exhibitor is badged properly. Violation of this rule will result in expulsion of the offending exhibitors from the meeting for the duration of the meeting. If violations continue the exhibiting company will not be allowed to exhibit at future AAOS meetings.
- e. False certification of an individual as an exhibitor's representative, or any other method used to assist unauthorized personnel to gain admittance to the exhibit floor and/or instructional courses will be cause for expelling the violator from the exhibition, or removing a violator's exhibit from the exhibit floor without further obligation on the part of AAOS.
- f. The exhibitor's badge allows admittance to the exhibit halls, and on a space available basis to the scientific exhibit, poster presentations, general sessions, symposia, and paper presentations. If available, instructional course tickets may be purchased on-site at Attendee Registration Ticket Sales on the day of the instructional course.
- g. NEW Exhibitors should not use their badge allotment to register medical attendees attending educational sessions. Exhibitor badges should only be used for booth staff personnel.

22. Balloons

The use of balloons is prohibited.

23. Booth Activities

a. Exhibitors are permitted to demonstrate equipment and to make informational presentations regarding products or services in a manner which assures all exhibitor personnel and attendees are within the exhibitor's booth space and not encroaching on the aisle or neighboring exhibits.

- b. AAOS is the sole provider of Continuing Medical Education (CME) credits at the Annual Meeting between the hours of 7:30 AM to 6:00 PM. CME credit cannot be provided for presentations in the exhibit halls or time spent viewing the technical exhibits.
- c. Exhibitors are not permitted to use live or human tissue in any booth to demonstrate techniques or instrumentation; companies that provide the market with human or xenograft tissues may exhibit them in securely sealed packaging only, and these tissues cannot be removed from the packaging.
- d. The use of magicians, costumed characters, dancers, or other entertainment of this nature is prohibited.
- e. Only such activities that, in the sole discretion of the AAOS, are in keeping with the professional nature of the annual meeting will be permitted. Any questionable activities must have the written permission of the AAOS Exhibits Manager or they may be subject to termination on-site.
- f. Video displays are permitted and encouraged, but should be relevant to the company and/or product(s) being exhibited. In the spirit of maintaining the professional nature of the AAOS Annual Meeting, video display of entertainment events in an exhibit booth, including sporting events, television shows, movies, and concerts is prohibited.
- g. Exhibitors may include sports-related activities in their booth provided they pertain to range of motion, are applicable for an exhibitor's product(s), and have received written approval from AAOS. These sports-related activities must be set far enough back in an exhibitor's booth as not to obstruct the aisles or prevent access to any nearby exhibitor booths. Requests for a sports-related activity must be made via the <u>Booth Activities form</u> by **December 12, 2018.**
- h. Drawings and raffles may be conducted by an exhibitor provided all AAOS rules are followed. Refer to Page RR6 for rules and regulations.

24. Booth Presentations

Key AAOS leaders are prohibited from giving formal presentations or talks in exhibit booths in the exhibit halls or from promoting exhibitor products in print or other advertisements at the AAOS Annual Meeting. AAOS key leadership includes:

President
First Vice-President
Second Vice-President
Immediate Past-President
Chief Executive Officer
Editors-in-Chief of AAOS publications

Exhibitors may utilize the services of celebrities or other individuals who are employed as spokespersons for the exhibiting company, however, using such individuals will require written approval from AAOS.

By **December 12, 2018,** please submit the individual's name along with the requested dates and times for their presence in the booth to exhibits@aaos.org. Allow 15 business days for AAOS to review and respond.

25. Catering

Exhibitors will be permitted to distribute food and beverage items from their booth provided items are ordered through the Venetian/Sands Expo exclusive food and beverage contractor, SES (Specialized Event Services). Examples of items allowed include cookies, granola bars, ice cream, water, soda, and beverage stations. Popcorn and alcoholic beverages are not allowed. Additional information and catering order form will be included in the Exhibitor Service Manual which will be available **October 12, 2018.**

26. Diagnostic Imaging Equipment and Lasers

Exhibitors will be able to display and demonstrate imaging equipment in their booth space. Exhibitors shall not demonstrate diagnostic imaging equipment using either ionizing or non-ionizing radiation. In addition, demonstrations of activated therapeutic lasers are prohibited.

NEW

27. Dismantle of Exhibits

Dismantle or removal of exhibit or materials is prohibited before the official closing of the exhibit halls at 3:00 PM on **Friday, March 15, 2019.** Companies in violation of this rule will forfeit 25% of their accrued priority points for the following year's space assignment. Repeat violations may result in the exhibitor not being permitted to exhibit at future annual meetings.

Exhibit Halls A-C and Hall D will have different target move-out times. Dismantling will begin **Friday, March 15** at 3:00 PM for Halls A-D. For Exhibit Halls A-C all exhibits must be down and packed with an outbound bill of lading turned in to the Exhibitor Service Center by **Sunday, March 17, 2019,** by 2:00 PM and Saturday, March 16, 2019, by 2:00 PM for Hall D.

For the installation details please refer to page RR8.

28. Distribution of Printed Materials

Distribution of printed materials by an exhibitor or its agents is limited to within the exhibitor's allotted exhibit or meeting space. Such materials are not permitted to be distributed in the aisles, lobbies, registration, Academy Hall, publication bins, on counters and/or tables, in or near education rooms, parking lots, and/or in any hotel. Noncompliance with this regulation will result in a loss of priority points by the exhibiting company for the following year's space assignment.

29. Drawings/Raffles

Drawings and raffles may be conducted by an exhibitor provided the following conditions are met:

- a. The item(s) to be awarded cannot exceed \$100 in value and must be educational in nature.
- Must comply with all local, state and federal laws governing such drawings or raffles. Determining compliance with legal obligation is solely the responsibility of the exhibitor.
- c. Rules must be posted at the booth and must include: eligibility, date and time of the drawing, the words "no purchase necessary to enter," and how winners are notified.
- d. The drawing must take place after the conclusion of the AAOS Annual Meeting.
- e. It is the responsibility of the exhibitor to notify the winner and to make arrangements for the transfer of the prize to the winner.
- f. The exhibitor must agree to indemnify the American Academy of Orthopaedic Surgeons/American Association of Orthopaedic Surgeons, its official contractors, and the Venetian/Sands Expo, and their respective directors, officers, employees, representatives, agents, successors and assigns in the event of any claims arising from the raffle or drawing.

All drawings and raffles must be submitted to AAOS for review and approval by **December 12, 2018,** via the Booth Activities form found online in the Exhibitor Service Manual. AAOS reserves the right to restrict drawings or raffles that it deems inappropriate or unprofessional.

30. Exhibitor Conduct

- a. It is the responsibility of the official exhibitor contact to ensure that all booth staff and vendors/contractors/ agents are aware of and adhere to all AAOS rules and regulations and conduct themselves in a professional manner.
- b. During the annual meeting all exhibitors, their vendors, contractors and agents must wear attire that is



consistent with the professional atmosphere of the meeting.

- c. No exhibitors, including vendors/contractors/agents hired to work a booth, may solicit attendees or other exhibitors from outside of their booth or elsewhere in the meeting venue.
- d. NEW Exhibitor personnel may not enter another exhibitor's booth space without obtaining permission, nor should personnel block access to another booth. At no time may anyone enter an unstaffed booth of another exhibitor. Violation of this rule will result in expulsion of the offending exhibitor from the meeting for the duration of the meeting. If violations continue, the exhibiting company will not be allowed to exhibit at future AAOS meetings.
- e. NEW It is the AAOS policy to prohibit harassment of any form; AAOS will not tolerate harassment in any form by an employee, exhibitor, attendee or vendor.
- f. Any questionable exhibit or activity that exceeds the bounds of good taste as interpreted by AAOS will be required to curtail this exhibit or activity.

31. Exhibitor-Designated Contractor (EDC) Badges

Exhibitors may use the services of an outside independent contractor only for the installation and dismantling of exhibits. All other services must be secured through the official contractors. By **December 12, 2018** exhibitors planning to use the services of an outside independent contractor for set up and/or dismantle labor and/or supervision must notify the AAOS by completing the "Request for Use of Exhibitor-Designated Contractor" form located in the Exhibitor Service Manual. Exhibitors not providing this request by the deadline date will be required to use labor and/or supervision provided by the official contractor for installation and dismantling.

The exhibiting company is responsible for the actions of their independent contractors. The exhibitor agrees to indemnify and hold harmless AAOS and the Venetian/Sands Expo (and all related organizations) for any and all expenses (including attorney fees, judgments, demands, claims or other amounts) resulting from damage or death caused in any part by the exhibitor's designated contractor. AAOS reserves the right to remove exhibitor-designated contractors whose actions jeopardize the ontime opening of the exhibition or whose employees fail to observe the regulations and procedures of the AAOS.

Upon receipt of the Request for Use of Exhibitor-Designated Contractor form, AAOS will send directly to the contractor specific information detailing AAOS requirements and policies. Exhibitors should note that the Exhibitor Service Manual will only be emailed to the participating exhibitor, and it is the exhibitor's responsibility to provide third-parties with the necessary information, Exhibitor-Designated Contractor Code of Conduct, and forms from their manual.

32. FDA Compliance

All products that are not FDA approved for a particular use in humans or which are not commercially available in the United States will be permitted to be exhibited only when accompanied by the appropriate signs that indicate the product's FDA clearance status. Requests for information and guidance can be obtained at www.fda.gov.

Following are sample signs that should be displayed:

- This product is not cleared by the FDA for distribution in the United States
- This product is intended to be used in the United States as described in the product's labeling

Signs must be easily visible and placed near the product, and on any graphics depicting the product. The size of text must be a minimum of 1/8 inch in height or larger so that the sign is visible from a distance of four feet from the display/product.

NOTE: The AAOS Exhibits Committee will no longer conduct a walkthrough of the exhibit halls for compliance with FDA requirements.

33. Gift and Giveaways

- a. Exhibitors are permitted to distribute product samples from their exhibit booth during the meeting and these items do not require approval by AAOS. In addition, the following non-product items do not require approval from AAOS: writing pens, pencils, pads of paper, rulers, tape measures, luggage tags and food and beverage items ordered from the Venetian/Sands Expo's exclusive food and beverage contractor, SES.
- b. A <u>Booth Activities form</u> will be included in the <u>Exhibitor Service Manual</u> for exhibitors to request permission to distribute non-product items not detailed above. These premiums should be items that can be used during the meeting or in the professional activities of the attendee and have a cost per item of \$25 or less. Golf balls, pocket knives, T-shirts, hats, lanyards and tote bags are items that will not be approved.
- c. Exhibitors may not distribute adhesive-backed decals or stickers, unofficial badges, pins, buttons, or lanyards.
- d. Large shopping bags or tote bags are strictly forbidden. Small paper or plastic bags for distributing company literature or products are acceptable if no larger than 14" x 11" including the handle. A sample or drawing with the dimensions must be submitted to <u>exhibits@aaos.org</u> by **December 12, 2018** for review and approval.
- e. AAOS reserves the right to grant or deny permission to distribute souvenirs or other free or special convention offers of any type.

34. Hazardous Waste Disposal

The disposal of, treatment and transportation of medical/hazardous waste must be pre-arranged with a qualified medical/hazardous waste disposal company. Exhibitors that plan to produce hazardous waste during the course of their exhibit must notify AAOS by **December 12, 2018,** via the <u>Booth Activities form</u> found online in the <u>Exhibit Service Manual</u>.

35. Housing

AAOS has contracted hotel rooms in Las Vegas, NV for exhibitors at the 2019 Annual Meeting. Exhibitors must obtain sleeping rooms through AAOS's housing bureau, MCI USA (formerly known as Wyndham Jade), or risk the loss of priority points.

Exhibitors or their agents may not negotiate blocks of rooms directly with hotels in the Las Vegas area. If such a violation should occur, the company will lose 25% of its accrued priority points for exhibit space assignments for the AAOS 2020 Annual Meeting. Complete housing information regarding sleeping rooms will be sent to exhibitors along with their booth assignments on August 28, 2018.

36. Hotel Promotional Items

The display of banners or other advertisements targeted to AAOS attendees is prohibited on the interiors/exteriors/ grounds of all AAOS official contracted hotels unless approved by AAOS. Noncompliance with this regulation will result in the loss of AAOS priority points by the exhibitor.

37. Individuals Under the Age of 16

No individual under the age of 16 will be permitted to enter the exhibit hall at any time.

38. Installation of Exhibits

A target move-in schedule has been adopted for the installation of exhibits, based upon booth size and location. Exhibitors must adhere to their assigned target date for delivery of direct shipments to the Venetian/ Sands Expo. This schedule will be detailed in the Exhibitor Service Manual.

NEW Exhibit Halls A-C and Hall D will have different target move-in times. Installation will begin on Thursday, March 7 at 1:00 PM for Exhibit Halls A-C and Friday, March 8 at 3:00 PM for Hall D. Exhibitors should check the target move-in schedule for their schedule move-in day and time.

Exhibitors that want to request a change in their target move-in time will need to complete and submit to Freeman, by **January 6, 2019,** the Freight Information & Target Change Request Form that will be included in the Exhibitor Service Manual.

Booths must be set by 5:00 PM on Tuesday, March 12, 2019. If an exhibit is not in the process of being set up by 3:00 PM on Tuesday, March 12, 2019, the exhibitor will be deemed to have cancelled the exhibit space contract, and, as such, any freight will be removed from the exhibitor's booth, returned to the loading dock at the exhibitor's expense, and AAOS will be free to utilize the space at its discretion. Throughout installation, all crates must be labeled for storage as soon as they are empty. For booth spaces 600 sq. ft. and larger, all empty crates, cases and containers must be tagged for removal by 7:00 PM on Monday, March 11, 2019.

On-site at the meeting exhibitors that require extended installation hours should direct these requests to the Exhibit's office Room 2701 no later than 2:00 PM on the day that additional installation time is requested. Exhibitors may be required to hire a security guard for any approved additional hours they will be working in their booth outside of established installation hours.

For the dismantling details please refer to page RR6.

39. Marketing Free Zone

The Academy has created a marketing free zone around the vicinity of the Venetian/Sands Expo and along Sands Avenue. Only with written AAOS permission are exhibitors allowed to participate in any street marketing activities within this area which include, but are not limited to: segways, street teams, decals or literature distribution. A map of the marketing free zone will be placed online at www.aaos.org/exhibitors.

40. Meeting Space and Educational Events

Any exhibitor planning on holding an event or function that will take place outside of their assigned exhibit booth space during the AAOS Annual Meeting must secure approval from AAOS and must comply with the policies set forth in the Meeting Space Guidelines that are available at www.aaos.org/exhibitors. AAOS prohibits exhibitor events scheduled directly for meeting attendees that conflict with the AAOS scientific program and the exhibit hall hours. Unapproved meetings conflicting with AAOS educational activities will result in a loss of priority points for the 2020 Annual Meeting.

41. Media Relations at the Meeting

The Academy invites exhibitors to supply appropriate press materials for distribution in the Academy Press Room. For complete details please refer to the Exhibitor Service Manual which is available online October 12, 2018.

Exhibitors are prohibited from conducting press conferences in their booth during exhibit hours. Exhibitors can notify our media relations staff of any off-site media-only events or exhibitor announcements as a list will be maintained in the Press Room for media reference.

If you have any media-related questions, please contact Kelly King-Johnson, Public and Media Relations Coordinator at king@aaos.org or 847-384-4033.

Press Credentials and Guidelines: Before receiving a meeting press pass, media representatives must register with the AAOS Public Relations Department and provide credentials, such as a driver's license with a business card, letter of assignment, and/or samples of published works. Details on media registration will be available in the Exhibitor Service Manual which is available online **October 12, 2018.**

Reporters are welcome at the AAOS Annual Meeting, however, audio and video recording of educational content is not permitted. Camera crews and photographers must be escorted by AAOS Media Relations staff at all times. Requests for general, large picture shots that depict the scope of the meeting should be made in writing to AAOS media relations staff or to media@aaos.org. The Academy's official meeting photographer updates an online photo gallery throughout the event and photos are available to media at no charge.

42. Obstructing Aisle Space

Demonstrations, lighting, booth models, literature distribution and sound levels must not interfere with the flow of aisle traffic. Adequate space/seating for presentations and demonstrations must be provided within the exhibitor's booth space. AAOS reserves the right to have the exhibitor discontinue any activity or demonstration that interferes with the normal traffic flow in the aisles or that overflows into neighboring exhibits. Violation of this rule will result in the loss of priority points by the exhibiting company for the 2020 AAOS Annual Meeting.

43. Photography, Video and Audiotape Activities

AAOS has designated an official photographer to handle all photography within the exhibit halls and an order form will be included in the Exhibitor Service Manual. Except for services ordered through the official photographer, exhibitors must have prior written approval for any photographing, videotaping or audio taping activity in the exhibit halls. Requests must be submitted in writing by December 12, 2018 to exhibits@aaos.org. Provided shots are taken by a full-time company employee, exhibitors may photograph and videotape their booth from the confines of their booth space during non-exhibit hours when attendees are not in the exhibit halls. Companies in violation of these rules will forfeit 25% of their priority points for the following year's space assignment.

During the meeting, exhibitors should contact the AAOS Exhibits Office if they believe their booth is being photographed or videotaped by another exhibitor or other party. During the meeting, AAOS reserves the right to photograph and/or videotape exhibits and/or attendees

through the services of an AAOS official vendor. Some of these photos and/or videos may be available on the AAOS website as b-roll for general use by others or displayed in publications or material related to the meeting. If you do not wish your image to be displayed by AAOS, please submit your request in writing by **December 12, 2018** to exhibits@aaos.org.

44. Promotion of AAOS Annual Meeting Educational Events

Promotion of any specific AAOS Annual Meeting education sessions, papers, presentations, posters, scientific exhibits, or speakers before, during or after the annual meeting is strictly prohibited. This promotion is against ACCME rules and threatens AAOS' accreditation status and may result in penalties not outlined in the rules and regulations.

45. Publicity and Advertising

All promotional materials (including announcements, invitations, emails, websites, advertisements, and flyers) referencing the AAOS Annual Meeting must be approved by AAOS prior to printing and/or distribution. Final versions of materials should be submitted for approval to exhibits@aaos.org. While AAOS will make every effort to grant these approvals in a timely fashion, please allow a minimum of five (5) business days for approval.

Failure to abide by these regulations will result in the loss of priority points or other action deemed appropriate by AAOS. The Publicity and Advertising Regulations are available at www.aaos.org/exhibitors.

Use of the AAOS Logo: The use of the name, insignia, logo, logotype or other identifying marks of the American Academy of Orthopaedic Surgeons/American Association of Orthopaedic Surgeons other than the approved exhibitor graphic, is never to be used in signs, advertising or promotions in any media or on descriptive product literature.

Annual Meeting Exhibitor Graphic: The AAOS has created an official AAOS 2019 Annual Meeting exhibitor graphic for use within online, print, email, and social promotions that promotes a company's exhibit booth at the AAOS 2019 Annual Meeting. Only companies exhibiting at the AAOS 2019 Annual Meeting are allowed to use this graphic. This graphic can only be used to promote a company's participation as an exhibitor at the AAOS 2019 Annual Meeting. For access to the AAOS 2019 Annual Meeting exhibitor graphic, please email exhibits@aaos.org.

Usage Guidelines

 a. Any inclusion of "AAOS" or "American Academy of Orthopaedic Surgeons" requires written approval from AAOS.

- b. Companies are prohibited from promoting any specific AAOS Annual Meeting education session, including paper presentations, posters or scientific exhibits.
- c. Companies are prohibited from using AAOS's name in any advertising for meetings that are sponsored by another organization or at other meetings sponsored by AAOS.
- d. The fact that an exhibitor or its goods or services is or was exhibited at the AAOS Annual Meeting cannot be used in advertisements or promotional activities by the exhibitor.

Verbiage Guidelines: AAOS does not endorse, expressly or by implication, the exhibitor or its goods or services. Wording such as "presented in conjunction with," "preceding," or "prior to the AAOS Annual Meeting" is not allowed.

The following formats are the proper way to reference the AAOS 2019 Annual Meeting on promotional materials:

- AAOS Annual Meeting Booth XXX March 13-15, 2019
- AAOS 2019 Annual Meeting Booth XXX

Companies that create a web site or email address for the annual meeting are allowed to include "Ortho", "Orthopaedic" or "Academy" as an extension.

Improper formats that are not allowed include:

- AAOS Booth XXX
- Annual Meeting Booth XXX
- AAOS Meeting Booth XXX
- Companies that create a web site or email address for the annual meeting are not allowed use of AAOS as an extension.

Distribution Guidelines:

- a. Except for distribution from the approved AAOS Orthopaedist's Bag, AAOS's on-site newspaper or within the exhibitor's allotted exhibit space or meeting space, the distribution of handbills, fliers or other literature within the Venetian/Sands Expo, AAOS official hotels, or other venues is prohibited.
- b. Order forms for inclusion of promotional materials in the official AAOS Orthopaedist's Bag or the AAOS Annual Meeting pre-registration list order form are available in the Promotional Opportunities brochure available online at www.aaos.org/exhibitors.

Social Media: For guidelines on AAOS approved messaging via social media, refer to page 3 of the <u>Publicity and Advertising Regulations</u>.

46. Selling and Order Taking

The purpose of the exhibits is to further the education of meeting attendees through product and service displays and demonstrations. Sales and order taking are permitted if transactions are conducted in a manner consistent with the professional nature of the meeting. The exhibitor is responsible for permits and paying sales tax, if applicable. AAOS reserves the right to restrict sales activities that it deems inappropriate or unprofessional.

Exhibitors that sell items for delivery on the show floor may be required to obtain city occupational licenses. Additionally, they may be required to collect and remit city and state sales taxes.

Nevada Sales Tax Instructions: Exhibitors that will be transacting sales of tangible products at the AAOS 2019 Annual Meeting will be required to complete a Nevada "one-time sales tax return" and remit it with the sales tax collected back to the AAOS by April 9, 2019. AAOS will forward the completed forms and your payment to the Nevada Department of Taxation on your behalf. All checks should be made payable to the Nevada Department of Taxation and returned to:

Tina Slager AAOS 9400 West Higgins Road Rosemont, IL 60018

Nevada One Time Instructions
Nevada One Time Sales Tax Return
Nevada (Clark County) 8.25% Tax Rate Sheet

If you sell at more than two events in Nevada during a twelve month period, you must register with the Department and obtain your own <u>Sales & Use Tax Permit</u>. If you require further assistance contact the Department's Call Center at (866) 962-3707.

47. Sound and Odor Restrictions

Sound systems for formal demonstration areas must be directed into the exhibit space, not facing out toward the aisles, and sound and noise may not exceed 85 decibels. Exhibitors that use or display noisy devices, sound-producing equipment or other devices that prove objectionable to AAOS because of noise, odor or other disagreeable features, must agree to keep the noise and/ or odor of such devices at levels determined acceptable by the AAOS Exhibits Manager or be discontinued. Only recorded music can be played in booths and exhibitors should be aware that they may be subject to laws governing the use of copyrighted compositions. Licensing agreements for music covered by the American Society of Composers, Authors, and Publishers (ASCAP), Broadcast Music International (BMI), and other organizations are the sole responsibility of the exhibitor.

48. Staffing of Exhibits

Exhibit booths must be staffed during all exhibit hours. An exhibit company that fails to set up or properly staff its booth during the exhibition will forfeit all exhibit rights for this annual meeting.

49. Security

AAOS will provide 24-hour security to control access to the exhibit halls from the start of move-in to the end of move-out. However, AAOS and the Venetian/Sands Expo will not be held responsible for the loss or damage to exhibitor property. Exhibitors are urged to take precautions to protect their own property, discourage theft, and arrange for appropriate insurance against loss.

50. Temporary Staff/Models

Temporary staff/models are considered company personnel and must be registered and wear an exhibitor badge for entrance to the exhibit halls. These badges must be registered within the exhibitor's allotment of badges. Models under the age of 16 are prohibited unless advance arrangements have been approved in writing by the AAOS Exhibits Manager. Attire and conduct of models shall be consistent with the professional atmosphere of the AAOS Annual Meeting.

Models are allowed to wear sports attire including sweat suits, shorts and T-shirts. Tight fitting or other inappropriate garments, which include T-backs and shortshorts, will not be permitted on the exhibit floor.

CONTRACTUAL CONSIDERATIONS

51. Attendance

AAOS makes reasonable attempts to attract attendees to its annual meeting. Traffic by any given booth is a function of efforts (including pre-show and on-site promotional efforts) made by the particular exhibiting company to attract attendees to that particular exhibit and is not the responsibility of AAOS.

52. Cancellation of Exhibition

If AAOS fails or is unable to fulfill its obligations in providing the opportunity to hold exhibits at the annual meeting, AAOS agrees to promptly return to the exhibitor all monies paid. If this occurs, any agreements made shall be canceled by mutual consent and AAOS shall be relieved of all responsibility.

It is mutually agreed that, in the event the AAOS 2019 Annual Meeting is canceled due to disasters, strikes, governmental regulations, or other causes that would prevent its scheduled opening or continuance, this agreement will be terminated and the AAOS shall determine an equitable basis for the refund of such portion of the exhibit fees as possible, after due consideration of expenditures and commitments already made.

This Agreement shall be construed in accordance with and governed by the laws of the State of Illinois. The Parties agree to the jurisdiction and venue of the Circuit Courts of Cook County, Illinois, or the United States District Court of the Northern District of Illinois, for resolving disputes arising under this Agreement.

53. Compliance with Local Ordinances

Licenses and permits required by local statute, ordinance or regulation (if any) are to be obtained and paid for by the exhibitor. Each exhibitor will be responsible for compliance with local health, fire, and safety ordinances and regulations. All products or services exhibited must comply with all state and local regulations, and with all current FDA regulations for such products and services as highlighted on Page RR7. AAOS has no further responsibility to notify the exhibitors that this compliance is required.

54. Damage to Venetian/Sands Expo

Exhibitors will be held responsible for any damage done to the Venetian/Sands Expo by them, their employees or agents. No nails, tacks, or screws may be driven into the floor, wall, or woodwork of the building. Exhibitors may not install any permanent fixtures or deface the building, and upon conclusion of the meeting they must leave the exhibit space in the same condition that it was received.

55. Disputes

AAOS will not settle disputes between exhibitors regarding trademarks, copyrights, patents or other product issues.

56. Fire Ordinances

Exhibitors must strictly observe all city, state, and federal fire laws. Complete fire safety requirements will be included in the Exhibitor Service Manual.

57. Indemnity

Each exhibitor assumes full responsibility for and agrees to protect, defend, indemnify, save and hold forever harmless the AAOS, Freeman, Venetian/Sands Expo and their respective agents, employees, representatives, successors and assigns, from any and against all claims, demands, causes of action, damages, costs and expenses, including attorney's fees, for injury to person or damage to property, including theft, misappropriation or loss of property asserted against either or all of them as a direct result of exhibitor's negligence or willful misconduct, including but not limited to the installation, maintenance and removal of the exhibit, and from and against any penalty, damages or charges imposed for the violation of any law, ordinances or regulations arising out of or in connection with the exhibitor's occupancy or use of Venetian/Sands Expo and its exhibit hall, including but not limited to the installation, maintenance or removal of the exhibit, resulting from the negligent act or acts of its employee(s) or products. The exhibitor waives any and all claims it may have against any or all



of the following: AAOS, Freeman, Venetian/Sands Expo and their respective agents, employees, representatives, successors and assigns for injury or damage to persons or property (including theft, misappropriation or loss of property) arising out of or in connection with the AAOS 2019 Annual Meeting and the use of Venetian/Sands Expo and its exhibition hall, except as may arise solely from the gross negligence of one of the foregoing parties. The exhibitor further waives any claim against the Association and its agents, employees, representatives, successors and assigns, arising out of the oral or written publication of any statement made in connection with the AAOS 2019 Annual Meeting by anyone not an employee of the Association concerning the exhibitor or his/her exhibit.

NEW 58. Insurance

Insurance protection will not be afforded to the exhibitor either by AAOS or the Venetian/Sands Expo. Exhibitors shall carry their own insurance to cover exhibit material against damage and loss, and general public liability insurance of at least \$1 million per occurrence and \$1 million aggregate, against injury to the person and property of others.

The exhibitor shall, at its sole cost and expense, procure and maintain through the terms of the contract for exhibit space, workers' compensation insurance in full compliance with all federal and state laws, including any state required limits, governing all of the exhibitor's employees or agents engaged in the performance of any work for the exhibitor.

Policies shall name AAOS as a named additional insured. Any policy providing such general liability insurance must contain an express waiver by the exhibitor's insurance company of any right of subrogation as to any claims against AAOS, its officers, directors, agents, members or employees. Each exhibitor is required to obtain and furnish AAOS with a certificate of insurance evidencing the required insurance by **December 12, 2018,** that:

- Indicates the policy will be in effect over all installation and dismantling dates, March 6 through March 17, 2019.
- Indicates comprehensive general liability insurance against claims for bodily injury or death and property damage of no less than \$1,000,000 for each occurrence, and an active workers' compensation insurance policy covering all permanent employees and temporary labor hired to perform work during this event is in force over this same period.
- Names AAOS as certificate holder and as an additional insured.
- Information on how to submit the certificate of insurance to AAOS will be included in the <u>Exhibitor</u> Service Manual.

NOTE: Exhibitors using an Exhibitor-Designated Contractors to install and/or dismantle their booth are still required to submit their (the exhibiting company's) certificate of insurance to AAOS. For Exhibitor-Designated Contractors refer to Section 24, page DR5 for details regarding their required documentation.

59. Interpretation of Rules

In determining whether to accept an application for exhibition space in any subsequent year, AAOS may consider breaches or infractions of these terms, rules and regulations by an exhibitor in any year. In addition, infractions of the spirit of the rules by exhibitors or potential exhibitors at any time may be considered in determining whether to accept an application from such person or company seeking to exhibit at a future AAOS Annual Meeting.

60. Termination or Modification of Display Privileges at Any Time

AAOS reserves the right to terminate or modify the exhibitor's display privileges at any time for a breach of any of these terms, rules and regulations. AAOS will be the sole interpreter of whether a breach has occurred. Such termination or modification may occur during the annual meeting, at which time the exhibitor must agree to close the exhibit upon receipt of a notice of termination and to remove or modify the exhibit from the exhibition hall as soon as possible without disruption of the meeting. Such removal shall be done under the direction of the AAOS Exhibits Manager. Expulsion or modification of an exhibit under this rule shall not give rise to any claim, and there shall be no refund of the fees paid by such exhibitor.

61. Use of Certain Property

The exhibitor will assume all responsibility and costs arising from the use of materials and or products which are protected by patents, trademarks, copyrights, or franchised agreements, including but not limited

to devices, processes, materials, music or dramatic performances. License agreements for music covered by ASCAP, BMI and other organizations are the sole responsibility of the exhibitor.

62. Interpretation of Rules

Any matters not specifically covered herein are subject to the judgment and final determination by AAOS. AAOS may amend these rules and regulations at any time, and the amendments so made shall be binding upon the exhibitor equally with these rules and regulations, and shall become a part thereof, provided that the exhibitor is notified of the amendments. Notice may be verbal or in writing, before or during the annual meeting, and may be given to any authorized agent or representative of the exhibitor.

63. Violation of Rules and Regulations

As a condition for exhibiting, each exhibitor shall agree to observe all rules and regulations. For most violations, the following are the penalties that will be enforced:

First violation

Loss of 25% of priority points

Second violation

Loss of 50% of priority points

Third violation

Loss of 100% of priority points

Fourth violation

One year suspension of exhibit

privileges

Subsequent violations Company will not be eligible to

exhibit at future annual meetings

The action taken against an exhibitor for violation of rules and regulations will be determined on the basis of the particular circumstances of each case. Some infractions will be communicated in a warning notice that may not result in a violation if in the sole discretion of the AAOS Exhibits Manager it is deemed that corrective measures were completed in a timely fashion and no other parties were negatively impacted. Prior years' warnings and penalties may be taken into account in assessing penalties for the 2020 Annual Meeting. AAOS reserves the right to levy a more severe penalty, up to and including refusal of or termination of the exhibit, at its sole discretion without progressing through each of the following successive steps. In the event of such restriction or eviction, AAOS will not be liable for any refunds on rentals or other exhibit fee or expenses.



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