

# **POLICIES AND GUIDELINES**

#### BENEFITS FOR EXHIBITING COMPANY

In return for exhibit space payment, AAD will provide:

- Opportunity to network with an expected 40 dermatologists, and expert faculty
- 6' draped table and chair to display company product and service information
- A complimentary course pre-registration list
- Continental breakfast, boxed lunch & reception on Saturday, November 6
- Opportunity to observe sessions. Representatives may not participate in hands on activities
- Limited to 4 exhibiting companies with one representative per company

## **EXHIBIT CRITERIA**

Permission to exhibit will be limited to the following criteria:

• The product or services relate specifically to the medical & scientific aspects of cosmetic/aesthetic dermatology, and to the educational purpose of the meeting.

# **ASSIGNMENT OF SPACE**

Space is **limited** and will be assigned on a first come, first served basis. Acceptance of a deposit with an application does not in any way constitute approval of the application.

#### **RULES & REGULATIONS**

By applying for exhibit space, a company agrees to adhere to all conditions and regulations outlined in this Invitation to Exhibit. The following Rules and Regulations have been designed for the benefit of all exhibitors. The American Academy of Dermatology requests the full cooperation of the exhibitor in their observance of the rules. Please be sure that your promotional department or anyone else involved in the arrangements for your exhibit has a copy of these rules and regulations. It is the responsibility of the exhibitor to ensure all exhibit staff are informed of and adhere to these rules and conduct themselves in a professional manner throughout the convention.

# **ADVERTISING**

Exhibit items, advertising literature or pamphlets that are distributed may contain only recognized indications and claims. Advertising in any media that particular products or services have been exhibited at the Meeting or in a manner that could be construed as an endorsement by the Academy or by its members is prohibited. Academy logos, seals, trademarks, service marks, or other similar property rights, including those that are in disuse, may not be used in connection with any product or advertising materials displayed or disseminated at the Meeting unless authorized in writing by the Academy.

Exhibitors shall not transmit or permit anyone to transmit a description of any part of the meeting by means of radio, television, cable, videotape or other method of transmission of aural or visual reports without the written consent of the Academy Senior Manager, Exhibits.

Advertising materials, other than official Academy advertising programs, may not be distributed outside the exhibitor's tabletop. This applies to distributing flyers, handbills, invitations, magazines, or other advertising materials to hotel rooms of meeting attendees. Canvassing or distributing materials in any part of the hotel during meeting is prohibited.

#### **BADGES**

The representative must register and wear the official exhibitor's badge. The company name that appears on the badge will be the name provided on the Space Application/ Contract only. Company name changes will not be accepted on-site.



# **EXHIBIT ACTIVITIES**

The exhibitor is permitted to display the firm's product or service and distribute product information and related product marketing activities from the exhibit space.

## **GIVEAWAYS AND PROMOTIONAL ITEMS**

The Academy requests compliance with all applicable industry, state and federal regulatory and governmental agency guidelines (e.g., AMA, PhRMA, AdvaMed, OIG, FDA, FCC, FTC, etc...) with respect to product giveaways. Acceptable giveaways should primarily entail a benefit to patients, be related to the physician's work, and should not be of substantial value. The Academy, in its sole discretion, shall have the right to prohibit the distribution of any items it deems objectionable or otherwise inappropriate.

## **SELLING AND ORDER TAKING**

Sales are permitted provided that transactions are conducted in an appropriate professional and businesslike manner. It is the responsibility of each exhibitor to collect and remit all city and state sales taxes.

The Academy reserves the right to restrict sales activities that it deems inappropriate or unprofessional.

## **SMOKING**

Academy meetings are a smoke-free environment. This applies to the Hilton Rosemont O'Hare.

### **EXHIBITOR MEETINGS & SOCIAL FUNCTIONS**

Exhibitor-sponsored CME activities or subsequently produced CME activities are not permitted. Exhibitor meetings and social functions are prohibited during Practice Management Course program and exhibit hours.

## **STAFFING**

As a courtesy to the physicians attending all exhibits must be open and staffed during the continental breakfast, boxed lunch and reception times on Saturday, November 6, 2021. The schedule is available at <a href="https://www.aad.org/member/meetings/events/hands-on-cosmetics">https://www.aad.org/member/meetings/events/hands-on-cosmetics</a>.

#### SUBLETTING OF SPACE

Subletting, sharing, allocation, partnering or any other similar arrangement of exhibit space is prohibited.

## INTERPRETATION AND APPLICATION OF RULES AND REGULATIONS

All matters and questions not specifically covered by these Rules and Regulations are subject to the decision of the Academy. Exhibitors agree to comply with all subsequent reasonable rules adopted by the Academy.



# **INSURANCE, LIABILITY & INDEMNIFICATION**

#### Insurance

General liability insurance is mandatory for all exhibitors. Insurance protection will not be afforded to the exhibitor either by the Academy or by the Hilton Rosemont Chicago O'Hare

Exhibitors shall carry their own insurance to cover exhibit material against damage and loss, and 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 governing all of the exhibitor's employees engaged in the performance of any work for the exhibitor.

You must submit a certificate of insurance from your selected insurance carrier by November 1, 2021. Policies shall list the American Academy of Dermatology and the meeting venue as a named additional insured. Exhibitors should include in or have a rider attached to their insurance policies covering the period of time from the date of shipment, including the return/arrival date of the merchandise/display at the exhibitor's home base.

# **Limitation of Academy Liability**

Except as specified below, if, after the Application is accepted and payment has been made, the Academy fails or is unable to provide an exhibitor with the opportunity to exhibit at the Hands On Cosmetic Meeting, and the exhibitor is not responsible for such failure, the exhibitor's sole and exclusive remedy shall be the return of all monies that it has paid in connection with the Application/Contract. In such case, the Application/Contract between the Academy and the exhibitor shall automatically terminate, and the Academy shall bear no further liability or responsibility under such agreement. The foregoing refund policy shall not apply to short-term interruptions of the Hands On Cosmetic Meeting caused other circumstances beyond the Academy's control. (Refer to Force Majeure)

#### Indemnification

By submitting an Application and entering into a Contract for Exhibit Space, Exhibitor agrees to indemnify, hold harmless and defend the American Academy of Dermatology, its official directors, agents, members, servants, and employees, from and against any and all such claims, losses, liabilities, damages, and expenses arising in, at, out of, or in connection with the Exhibitor's exhibit or arising out of the manufacture or sale of any goods or services by Exhibitor or its officers, directors, employees, agents, representatives, invitees, agents or contractors. Such indemnification shall be effective regardless of any claim of negligence on the part of any Indemnified Party. This provision shall be construed to be incorporated into the Application.

# **Force Majeure**

If, because of fire, strike, earthquake, war, construction, or renovation projects affecting the Meeting venue, government regulation, public catastrophe, disease, or epidemic, terrorism, or the announcement by government authority of the possibility of terrorism, interruption of transportation or communications, Acts of God (including forecasted or actual severe weather), travel advisories by any governmental body or the World Health Organization, or any other circumstance or emergency beyond the control of the Academy, the event, or any substantial part thereof, is prevented from being held or is canceled by the Academy, or any portion of the exhibit space becomes unavailable, the Academy in its sole discretion shall determine whether to refund to the Exhibitor no more than its proportionate share of the balance of the aggregate exhibitor fees received which remains after deducting expenses incurred by the Academy and taking into account the portion (if any) of the exhibit space that was or could have been used by the Exhibitor. In no case shall the amount of refund to Exhibitor exceed the amount of the exhibit fees paid. Exhibitor further understands that the Academy may in its sole discretion cancel the Event for reasons other than those stated above, in which case Exhibitor's sole remedy is a refund of any fees paid to the Academy.



# **Data Privacy and Other Policies**

The Academy's data privacy <a href="https://www.aad.org/legal-notice/legal-eu">https://www.aad.org/legal-notice/legal-eu</a>, and others are contained in the exhibitor Application and/or related registration materials and are incorporated herein by reference.

## **Miscellaneous**

This Space Application/Contract is the entire agreement between the parties with respect to exhibiting at the Hands On Cosmetic Meeting and may not be modified or assigned without the prior written consent of the Academy. The Academy will not entertain any amendments or alternative agreements with respect to exhibiting at the Hands On Cosmetic Meeting.

# **Governing Law**

Exhibitors agree that any disputes between the Academy and the exhibitor arising out of the exhibitor's participation in the Academy Hands On Cosmetic Meeting shall be brought in the courts of Cook County, Illinois, and shall be governed by the laws of the State of Illinois.

# **FOR MORE INFORMATION CONTACT**

American Academy of Dermatology Attn: Joni Taylor, Senior Specialist. Exhibitions 9500 Bryn Mawr, Suite 500 Rosemont, IL 60018

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