

Exhibitor Rules, Regulations and Policies: Virtual Event

The American Society for Radiation Oncology, hereinafter referred to as "ASTRO," has established the following 2020 Annual Meeting Exhibitor Rules, Regulations and Policies: Virtual Event in a revised form for the virtual meeting, hereinafter referred to as "Virtual Meeting Rules" or "Rules," to protect the integrity of the virtual Exhibit Hall experience during the 2020 ASTRO Virtual Annual Meeting, hereinafter referred to as the "Exhibit Hall," and ensure compliance with laws and contracts. "ASTRO Show Management," as used herein, shall refer to all officers, employees, contractors, volunteers and agents acting with authority from ASTRO. It is the responsibility of the exhibitor and its official authorized representative as indicated on the Application and Contract for Virtual Exhibit Space, hereinafter referred to as "Exhibitor," to ensure that all booth personnel and contractors working on behalf of the Exhibitor adhere to the Rules and conduct themselves in a professional manner. These Rules form an integral part of your Application and Contract for Virtual Exhibit Space.

1. Purpose

The purpose of the 2020 ASTRO Virtual Annual Meeting, hereinafter referred to as "the Event," is to further ASTRO's objectives for the Event by providing a supportive forum utilizing educational sessions, presentations of research, exhibits, educational opportunities and social networking opportunities.

2. Eligibility

Qualified Exhibitors are limited to firms, organizations and agencies whose exhibits promote an awareness of products, technologies and services that are recognized and approved by ASTRO Show Management and which ASTRO believes will support the goals of the Event. ASTRO has the sole right to determine the final eligibility and qualification of any firm, organization, agency or product/service for inclusion in the Exhibit Hall. Rulings of ASTRO shall, in all instances, be final with regard to inclusion in and allowed use of exhibit space in the Exhibit Hall. Exhibitor may not assign, sublet or apportion to others the whole or any part of the space that they are allocated. Only the Exhibitor as identified on the Application and Contract for Exhibit Space that has been approved by ASTRO may exhibit during the Event in the Exhibit Hall. Only those products and/or services that are manufactured or distributed by the Exhibitor may be displayed in the Exhibit Hall.

3. Exhibit Space Rules

The atmosphere, content and activities in the Exhibitor's Virtual Exhibit Space (hereinafter referred to as the "Exhibit Booth" or "Exhibit Space") must always be congruent with the educational mission of ASTRO. All booth activities and content must be professional in nature and provide educational information related to the field of radiation oncology.

4. Compliance with Laws, Regulations, Industry Codes and ASTRO Policies

Exhibitors must comply with all laws and regulations applicable to their Exhibit Booth, their activities

related to their exhibit booth, meeting attendees, or their involvement in the Event, including but not limited to the Americans with Disabilities Act, Food and Drug Laws, and Privacy Laws. In addition, Exhibitors should be aware of and comply with applicable industry codes, including but not limited to, the Council for Medical Specialty Societies (CMSS) Code for Interactions with Companies; American Medical Association (AMA) Ethical Opinion on Gifts to Physicians; Advanced Medical Technology Association (AdvaMed) Code of Ethics on Interactions with Health Care Professionals and PhRMA Code on Interactions with Healthcare Professionals. Exhibitors must also comply with ASTRO's [Terms of Use](#) and [Privacy Policy](#), which are incorporated herein by reference.

5. Product/Service Display

Any medical device, pharmaceutical or other type of medical product exhibited must comply with all applicable U.S. Food and Drug Administration (FDA) laws, guidelines and regulations including, without limitation:

- A. FDA's restrictions on the promotion of investigational and non-approved drugs and devices.
- B. FDA's prohibition on the promotion of approved drugs and devices for unapproved uses.

Exhibitors who have questions regarding medical product promotion should contact the FDA directly. Each Exhibitor is solely responsible for compliance with the FDA rules and regulations, which can be found on the FDA website.

6. Sales by Exhibitors

Active selling or order-taking by the Exhibitor is NOT permitted at the Event.

7. Exhibitor Conduct

Exhibitor is responsible for ensuring that the corporate entity and all individuals working on behalf of Exhibitor, including but not limited to booth personnel, employees, agents and contractors working on behalf of the Exhibitor (collectively "Exhibitor Parties") are aware of and adhere to these Rules, applicable laws, regulations and codes, ASTRO's [Terms of Use](#) and [Privacy Policy](#), and conduct themselves in a professional manner in all interactions related to or resulting from their participation in the Exhibit Hall or any other involvement in the Event.

Exhibitor Parties, who are deemed participants in the Event, must also always adhere to the Virtual Event Standards of Behavior, which state: "The Annual Meeting is dedicated to providing a professional, collegial, safe and respectful environment for all participants, regardless of race, sex, religion or creed, national origin, disability, age, sexual orientation or other legally protected class as provided by law. ASTRO will not tolerate harassment, discrimination or any other unprofessional behavior. Inappropriate language and imagery are not acceptable in any of the Virtual Event spaces, social media or any aspect of the Virtual Event. Participants may not engage in any behavior that ASTRO deems to be potentially disruptive to the conduct of the meeting, or to potentially infringe on the rights or safety of others, or otherwise violate the principles above. Any participants violating these rules may be sanctioned, expelled from the Annual Meeting or subject to other consequences at the discretion of ASTRO."

8. Virtual Nature of Exhibit Program

The Exhibit Hall of the 2020 ASTRO Virtual Annual Meeting will be wholly virtual.

9. Appropriate Use of Virtual Platform

Exhibitors use of the virtual meeting platform (hereinafter referred to as “Virtual Platform” or “Platform”) is governed by the Rules, including but not limited to, the ASTRO [Terms of Use](#). While a broad range of obligations apply, the following are highlighted here:

- A. Exhibitor Parties will not use the Platform for any unlawful purpose or in any manner prohibited by the Rules.
- B. Exhibitor Parties will not use the Platform in any manner that could damage, disable, overburden or impair the Platform or interfere with any other party's use and enjoyment of the platform.
- C. Exhibitor Parties will not collect, store, display, post, upload, exchange or transmit personal data, personally identifiable information including health or medical information, or other sensitive information.

10. Priority Points and ASTRO 2021 Booth Space Selection

Priority for the 2021 ASTRO Annual Meeting booth space selection is given to Exhibitors who participate in the 2020 ASTRO Virtual Annual Meeting. All confirmed 2020 virtual Exhibitors shall be given a scheduled time, according to priority point rank, to select booth space for the 2021 ASTRO Annual Meeting, this process hereinafter referred to as “First-round Booth Assignments.” First-round Booth Assignments are based on a priority point system. Booth assignments will be made in priority point order, with preference first being given to 2020 ASTRO Ambassadors. Priority points are used as a guideline for space each Exhibitor has requested and do not guarantee a specific booth location. Points accrued August 1, 2019 – July 31, 2020, shall be counted towards Exhibitor’s 2021 space selection.

If an Exhibitor exhibits at the 2020 ASTRO Virtual Annual Meeting, Exhibitor’s priority points will be sent to the exhibitor contact on record. Exhibitor shall have the opportunity to review the total priority points earned. Exhibitor shall be required to notify ASTRO Show Management of any discrepancies by the specified deadline. If ASTRO Show Management was not alerted to any discrepancies by this deadline, it is understood that the Exhibitor’s priority points total is correct and Exhibitor’s booth space selection time shall be assigned accordingly. After this deadline, ASTRO shall be under no obligation to reschedule Exhibitor’s appointment time and/or make adjustments to Exhibitor’s priority points or booth location.

Non-Ambassador companies that do not exhibit at the 2020 ASTRO Virtual Annual Meeting are not eligible to participate in First-round Booth Assignments. Once First-round Booth Assignments have been completed, non-participating companies may select space for the 2021 ASTRO Annual Meeting on a first-come, first-served basis.

11. Subleasing of Exhibit Space

An Exhibitor may not sublet assigned Exhibit Space, nor any part thereof, nor exhibit, offer for sale, or advertise articles not manufactured or sold by the Exhibitor actually contracted for the Exhibit Space, except where said articles are necessary for proper demonstration or operation of the “contracted” Exhibitor’s display. In such a case, any manufacturer identification on said article(s) shall be limited to the manufacturer’s normal regular article nameplate.

12. Occupancy Default

Any Exhibitor failing to provide the necessary content consistent with specified requirements within

the required timeframe will have its Exhibit Space canceled, with no release of any contractual financial obligation.

13. Cancellation or Change of Exhibit Program Dates or Venue

In the event that the Platform or system through which the Event or Exhibit Hall is to be conducted should fail or become disrupted or unworkable by reason of any cause or causes not reasonably within the control of ASTRO or its agents, the Event and/or Exhibit Hall may be canceled or changed to another option, at the sole discretion of ASTRO. ASTRO shall not be responsible for delays, damage, loss, increased costs or other unfavorable conditions arising by virtue of cause or causes not reasonably within the control of ASTRO. Causes for such action beyond the control of ASTRO shall include, but are not limited to: fire, casualty, flood, epidemic, earthquake, explosion, accident, blockage, embargo, inclement weather, governmental restraints, act of a public enemy, riot or civil disturbance, impairment or lack of adequate infrastructure, inability to secure sufficient labor, technical or other personnel, labor union disputes municipal, state or federal laws, or act of God. Should ASTRO terminate any Application and Contract for Exhibit Space with any Exhibitor pursuant to the provisions of this section, the Exhibitor waives claims for damage arising from such termination. Refunds of "Paid Exhibit Space Fees," in the event of Exhibit Hall termination or cancellation, shall be made to Exhibitors at the sole discretion of ASTRO and, in any case, will not exceed the amount of each Exhibitor's paid exhibit space fee less any pro rata adjustments based on non-reimbursable direct and/or indirect event costs or financial obligations incurred by ASTRO through the date of Exhibitors' notification of Exhibit Hall termination or cancellation or through the completion of Exhibit Hall termination or cancellation processes, whichever is later.

14. Cancellation by Exhibitor

In the event of cancellation of Exhibit Booth by the Exhibitor, ASTRO shall determine a cancellation assessment charge covering prior services performed, and other damages related to said cancellation (hereinafter referred to as "Cancellation Assessment Charge"), according to the [Cancellation Policy](#) and the following Cancellation Assessment Charge schedule:

- 50% of the total virtual booth fee or 15% of the Exhibitor's original booth fee for the live event, whichever is greater, will be charged for cancellations received by July 31, 2020.
- No cancellations will be accepted after July 31, 2020.
- For cancellations received by June 25, 2020, refunds will be issued within sixty (60) days of the date of cancellation. For cancellations received between June 26, 2020 and July 31, 2020, refunds will be issued thirty (30) days after the conclusion of the meeting.
- All cancellations or changes to the Exhibitor's virtual booth must be made in writing and sent via email to astroexhibits@spargoinc.com.
- Failure to make payments does not release the Exhibitor from its contractual financial obligation.

ASTRO must receive notification of the Exhibit Booth cancellation by the Exhibitor in writing and sent via email to astroexhibits@spargoinc.com. The date that said written cancellation notice is received by ASTRO will determine the cancellation date and the appropriate aforementioned Cancellation Assessment Charge(s). In the event of either a full or partial cancellation of Exhibit Booth by an Exhibitor, ASTRO reserves the right to reassign canceled Exhibit Booth space, regardless of any Cancellation Assessment Charge. Subsequent reassignment of canceled space does not relieve the canceling Exhibitor of the obligation to pay the Cancellation Assessment Charge. Appropriate payment of any Cancellation Assessment Charge balance due must be received within 15 days of cancellation date as defined above.

15. Waiver and Indemnification

- A. Exhibitor assumes responsibility for and agrees to make no claim of any nature whatsoever against ASTRO and/or SPARGO, Inc., and/or, their employees and/or designated representatives (“designated representatives” include but are not limited to agents, members, official contractors, Officers and/or Board of Directors) arising out of or related to its participation in or use of Exhibit Hall or exhibit booth and/or its participation in the Event, including, but not limited to: (i) loss or damage to any property of the Exhibitor; (ii) any injury to the Exhibitor, its agents or employees by any cause; (iii) loss or damage to the Exhibitor's business by reason of contracted Exhibit Space location or the failure to provide the contracted Exhibit Space for the Event, or by any failure to hold the Event as scheduled; (iv) loss, damage or injury to the Exhibitor's business caused by any interruptive occurrence; and (v) all consequential commercial damages arising out of any aspect of these Rules, Exhibitor's Application and Contract for Virtual Exhibit Space, or participation in the Event or Exhibit Hall. This waiver shall not include claims arising from the gross negligence or willful misconduct of ASTRO and/or SPARGO, Inc., and/or their employees and/or designated representatives acting within the scope of their employment or designated responsibilities, and caused by circumstances under the control of ASTRO and/or SPARGO, Inc., and/or their employees, and/or designated representatives.

- B. The Exhibitor shall indemnify, defend and hold ASTRO and/or SPARGO, Inc., and/or their employees and/or designated representatives harmless from and against any and all claims, penalties, damages, losses, costs, charges and expenses whatsoever, including reasonable attorney's fees and costs, arising out of or related to Exhibitor's or any Exhibitor Parties' participation in the Exhibit Hall and/or the Event or use of information obtained in connection with Exhibitor's or any Exhibitor Parties' participation, including, but not limited to: (i) damage or injury to any person, persons, or property arising out of or related to the Exhibitor Parties' use of the Exhibit Space or Platform; (ii) acts or omissions by the Exhibitor or any Exhibitor Parties; or (iii) or any breach by Exhibitor or any Exhibitor Parties of obligations in the Rules, including but not limited to use of attendee information.

- C. Exhibitor hereby agrees to waive the right of subrogation by its insurance carriers to recover losses sustained under its insurance contract including but not limited to real and personal property.

- D. The Exhibitor understands that neither ASTRO and/or SPARGO, Inc., and/or their employees and/or designated representatives nor their contractors maintain insurance covering the Exhibitor's property, or any other aspect of Exhibitor's participation in the Event, and it is the responsibility of the Exhibitor to obtain and maintain such adequate insurance at the Exhibitor's sole cost and expense.

16. Insurance Requirements

Exhibitor Insurance. Exhibitor shall procure and maintain insurance against liability for injuries to persons or damage to property which may arise from Exhibitor's operations relating to the Event. The term for such insurance shall cover the full duration of the Event (Thursday, October 22 – Monday, November 30, 2020), as well as any follow up activities arising from or related to such operations, hereinafter referred to as “Insurance Term.” The cost of such insurance shall be borne by Exhibitor and shall comply with all of the following requirements:

A. Commercial General Liability (CGL) Insurance

Exhibitor shall retain Commercial General Liability Insurance not less than \$1,000,000 per occurrence/\$2,000,000 aggregate to include bodily injury, property damage, personal & advertising injury and contractual liability.

B. Primary and Non-Contributory

Exhibitor's policy shall specify that it provides primary insurance to ASTRO, and that any insurance or self-insurance maintained by ASTRO shall be excess of the Exhibitor's insurance and shall not contribute with it.

C. Verification of Coverage

At ASTRO's request, Exhibitor shall furnish ASTRO with an original certificate of insurance evidencing that Exhibitor has procured coverage in accordance with the requirements set forth in these Rules. At ASTRO's request, Exhibitor shall also furnish ASTRO with an original amendatory endorsement adding ASTRO as an additional insured to Exhibitor's policy. ASTRO's failure to request a certificate of insurance or amendatory endorsement required by these Rules shall not constitute a waiver of any obligations imposed upon Exhibitor by these Rules.

17. Distribution of Giveaways

In 2010, ASTRO signed on to the "Code for Interactions with Companies" that was drafted by the Council of Medical Specialty Societies (CMSS). This code draws upon a number of existing codes including those developed by PhRMA, AdvaMed and the AMA and is designed to ensure that societies' interactions with companies are independent and transparent.

The CMSS Code states that societies may only permit exhibitor giveaways that are educational and modest in value (Section 5.4.2). ASTRO policy requires that all giveaways by Exhibitors must be designed primarily for the education of patients or health care professionals and the value of giveaways must not exceed \$10. By matching ASTRO's giveaway policies with the CMSS Code, it is ASTRO's intent to place all Exhibitors on an even playing field and provide attendees with a meeting experience focused on education. ASTRO Show Management reserves the right to ask any Exhibitor to cease distributing items that do not meet our requirements.

All booth giveaways must be approved by ASTRO Show Management in advance of the meeting. To request approval, Exhibitor must submit a giveaway request via the online submission process in the Exhibitor Resource Center.

ASTRO may also, on a limited basis, grant Exhibitor requests for permission to have drawings or raffles for prizes. Any drawing or raffle must be conducted in compliance with all applicable laws and regulations and prizes must be consistent with the requirements for giveaways set forth above. Requests for permission to have drawings or raffles must be submitted via the online submission process in the Exhibitor Resource Center by September 25, 2020. If given permission, Exhibitor will warrant that it has complied with all applicable laws and regulations and provide copies of any applicable permits or licenses upon request.

Exhibitor acknowledges that by allowing the giveaway, drawing or raffle, ASTRO is not assuming responsibility for or indicating the legal compliance of the Exhibitor's giveaway, drawing or raffle and Exhibitor agrees to hold ASTRO and its directors, employees, volunteers and agents, harmless from any liability, costs or expenses, including reasonable attorney's fees, incurred by ASTRO resulting from Exhibitor's giveaway, drawing or raffle.

The following Exhibitor giveaway items are permitted so long as they do not exceed the \$10 value:

Pens, notepads, rulers, sticky notes, CDs and /or USB Sticks loaded with educational content, books, journals, publications, plastic bags that are 12" x 17" or smaller and hand sanitizer.

The following Exhibitor giveaway items are NOT permitted:

Tote bags, golf/tennis balls, hats, t-shirts, music CDs, coupons for personal services such as massages, gift certificates, mugs, watches and prescription and non-prescription drugs.

While the CMSS Code does not specify whether giveaways may have a corporate logo on them, a number of the other codes do restrict logo use on giveaways. Each company is responsible for understanding and following the specific requirements of any laws, such as the Physician Payments Sunshine/Open Payments Act, and other state or federal laws, as well as any code on which they are a signatory such as the policies within the CMSS Code, PhRMA Code or AdvaMed Code.

AdvaMed Code of Ethics on Interactions with Health Care Professionals

www.advamed.org

American Medical Association (AMA) Ethical Opinion on Gifts to Physicians

www.ama-assn.org/about-us/code-medical-ethics

CMSS Code for Interactions with Companies

www.cmss.org

PhRMA Code on Interactions with Healthcare Professionals

www.phrma.org

Physicians Payments Sunshine/Open Payment Act

www.cms.gov/openpayments

18. Music

Any Exhibitor using music for demonstration purposes must ensure that proper licensing fees have been paid to the appropriate agency, i.e., ASCAP, BMI, etc., by said Exhibitor. ASTRO is not responsible for any licensing fees for music played in Exhibitor's booth.

19. ASTRO Annual Meeting Admittance Policies

Admittance policies to the Event and the Exhibit Hall shall remain, at all times, the prerogative of ASTRO, and may be revised or amended to suit unforeseen conditions as solely determined by ASTRO.

20. Exhibitor Credentialing

Exhibitor Booth personnel eligible to receive login credentials for access to the ASTRO 2020 virtual Event must be full-time permanent employees of the "contracted" Exhibitor engaged in the actual virtual booth operation, demonstration, or promotion of the "contracted" Exhibitor's product or services within the Exhibit Booth (hereinafter referred to as "Exhibitor Booth Personnel"). Exhibitor Booth Personnel shall, like all participants in the Event, have contact information showing name, title and company that will be visible at all times in all areas on the virtual meeting platform, including, but

not limited to in the Exhibit Hall, exhibitor booths, educational sessions and networking lounges. Such contact information may also be recorded in attendance records regarding any or all areas of the virtual meeting platform. All Exhibitor Parties who access the Event in any capacity must have their own unique registration and be identified by their own actual name, title and company information.

ASTRO reserves the right to restrict or limit the number of Exhibitor Booth Personnel credentials issued and to determine if any "fees" are to be charged.

Exhibitor credentials are not transferable. ASTRO reserves the right to terminate any login credentials if used by a person that does not match the identification of the person to whom the credentials have been issued. Each Exhibitor, whose exhibit space is paid in full, shall receive a specific allotment of Exhibitor full conference registrations based on their booth level package.

Exhibitor full conference registration entitles the holder to admittance into the Exhibit Hall, educational sessions and the all access networking lounge. Exhibitor registration provides Exhibitors with opportunity to receive continuing medical education credits and should only claim credit for which they are eligible.

21. Photography, Videotaping and Recording

All photographing, filming, taping, recording, reproducing, imaging or capturing in any medium now known or hereafter devised, including, but not limited to via the use of mobile devices, hereinafter referred to as "Capturing," of the Event or content, material, presentation, attendees or Exhibitors, Exhibit Hall or exhibits, including any display or equipment, is prohibited, except as allowed with the written consent of ASTRO. Capturing of education or scientific sessions and any of the programs and/or posters presented at the Event is strictly prohibited.

Penalties for Unauthorized Capture

In addition to the terms set forth in Section 31 of the Rules, ASTRO reserves the right to take any and all of the following actions for unauthorized capture or other violations of ASTRO's policy(ies):

1. Require deletion of film or digital disk/storage device, camera or other Capture device, or both.
2. Limit Exhibitor or participant's registration options at future ASTRO events and/or loss of priority points earned in 2020.
3. Restrict participants who violate the Rules from future participation at ASTRO events.
4. Expulsion from the Exhibit Hall and/or removal from the Event.
5. Legal action to pursue damages or enforce rights.

22. Advertising, Marketing, Promotional Activities and Distribution of Material

Advertising, marketing, promotional activities, signage and the distribution of product promotion material, product specific advertisement and other types of Exhibitor collateral is strictly limited to within the Exhibit Booth in the Exhibit Hall. Violation may result in expulsion from the Exhibit Hall, loss of all priority points earned in 2020 and possible prohibition from participating in future ASTRO events.

23. ASTRO Logo Use

The name American Society for Radiation Oncology, the acronym ASTRO and the ASTRO logo are registered trademarks of the American Society for Radiation Oncology. Use of the aforementioned in conjunction with promotional materials, advertisements, email marketing, company websites, endorsements, statements, contests and/or awards is strictly prohibited. In addition, Exhibitor is not permitted to use the name American Society for Radiation Oncology or the acronym ASTRO in a company website address, email signature/tag line, etc.

24. ASTRO Annual Meeting Show Logo

Exhibitors may be able to use the ASTRO Annual Meeting show logo provided that advance written permission is received from ASTRO. Exhibitors who would like to use the ASTRO Annual Meeting Show logo or have questions regarding ASTRO's logo usage policy must contact permissions@astro.org.

25. Access to Preshow and Postshow Attendee Lists

Access to the preshow and/or postshow attendee mailing lists is limited to confirmed (paid in full) Exhibitors who are not membership-based organizations. Exhibitors who would like to use the preshow and/or postshow attendee lists must complete the necessary list request forms and agree to the license agreement terms. All preshow and postshow attendee list requests must be approved by ASTRO. Exhibitors requesting access to the preshow and/or postshow attendee list must furnish a sample of the printed material to be mailed. All samples are subject to ASTRO's approval and must follow ASTRO's logo usage policy as indicated in Section 23 of these Rules. ASTRO reserves the right to restrict or deny access to the preshow and/or postshow attendee lists to any Exhibitor for any reason at any time.

26. Lead and Analytics Information Usage

In order to assist Exhibitors with information to facilitate sales leads generated from the Exhibit Hall and improvements in their customer service, ASTRO has asked attendees for consent to share aspects of their contact and registration information, as well as aspects of the data analytics related to their booth visits with Exhibitors whose booths they visit ("Lead and Analytics Data" or "Data"). The collection and sharing of this information requires Exhibitors to agree and comply with the required terms for obtaining and using such information. Neither ASTRO nor any Show Management make any representations about the number of attendees who will consent to such sharing of their Lead and Analytics Data.

Exhibitors understand and agree that the Data will be shared only where consent is in place and Exhibitor agrees to these licensing terms. Data is provided for the sole purpose of facilitating sales leads generated from the Exhibit Hall and improvements in their customer service. Exhibitor is the only entity permitted to use this Data, agrees to use it solely for the purposes specified in this section and further agrees not to sell, rent, disclose, disseminate, transfer or otherwise communicate this Data, or any of the information therein, in any form whatsoever to any other business, entity or third party. If unauthorized use is detected, Exhibitor understands that Exhibitor may be prosecuted to the fullest extent of the law.

Exhibitor agrees to ensure that it, and all employees or other affiliated parties comply with the terms of these Rules, all applicable laws, including Privacy Laws and commercial communication and marketing laws, and industry standards, in connection with the use and security of this Data. Exhibitor will fulfill data access and deletion requests as required by law. ASTRO specifically requires that each Exhibitor that obtains attendee email addresses must include a link to unsubscribe to future emails, and for phone numbers, a method to accomplish "do not call." Exhibitor expressly consents to an injunction in the event of breach or dispute concerning this provision and to the exclusive jurisdiction of the federal and state courts in Arlington County, Virginia. Exhibitor agrees to indemnify ASTRO and pay reasonable attorney's fees incurred by ASTRO as a result of any breach of this provision.

27. Non-Compete Events

Exhibitor agrees not to promote or hold any "events" or "gatherings" of "potential or actual attendees" of the Event in competition with and/or during the official ASTRO Annual Meeting "open hours" as follows:

Friday, October 23, 2020: 8:00 a.m. – 5:00 p.m.*
Saturday, October 24, 2020: 8:00 a.m. – 4:30 p.m.*
Sunday, October 25, 2020: 8:00 a.m. – 5:45 p.m.
Monday, October 26, 2020: 9:15 a.m. – 5:30 p.m.
Tuesday, October 27, 2020: 9:00 a.m. - 5:45 p.m.
Wednesday, October 28, 2020: 8:00 a.m. - 4:00 p.m.

*Exhibitors with a Custom Level booth package may host a user meeting or similar type event during the official open hours of the Event on Friday, October 23 or Saturday, October 24 as part of their exhibiting benefits.

28. Press Conferences and Blackout Times

Exhibitors at the ASTRO Annual Meeting will be permitted to hold outside press conferences during official meeting hours, except for the following blackout days/times (all times EST):

- Friday, October 23: All day
- Saturday, October 24: 8:00 a.m. – 9:15 a.m., 3:30 p.m. – 4:30 p.m.
- Sunday, October 25: 8:00 a.m. – 12:00 p.m., 12:45 p.m. – 2:00 p.m., 3:15 p.m. – 3:45 p.m.
- Monday, October 26: Before 1:00 p.m., 3:00 p.m. – 4:00 p.m., 4:15p.m. – 5:15 p.m., 5:30 p.m. – 6:30 p.m.
- Tuesday, October 27: 12:00 p.m. – 12:30 p.m., 1:45 p.m. – 3:00 p.m.
- Wednesday, October 28: 2:30 p.m. – 4:00 p.m.

Press Releases

Curtain-raiser press releases for research presented at the ASTRO Annual Meeting will be permitted. All results are embargoed until the abstract is presented at the meeting. Releases sent before the embargo lifts may include the abstract title, authors, presenter and presentation details and other information that is publicly available within the [ASTRO Conference Planner](#). The study design and purpose may also be discussed, but the release cannot include any data or results, nor interpretations/implications derived from those data or results. ASTRO's media relations team is available at press@astror.org to review press releases to ensure embargos are not violated. As a courtesy to reporters, we do not share our media lists.

29. Waiver of Rights

Any rights of ASTRO under these Rules shall not be deemed waived in any manner except as specifically waived in writing and signed by an authorized officer of ASTRO.

30. Layout and Functionality of Virtual Exhibit Hall

ASTRO retains the exclusive right to revise the layout and functionality for the Virtual Exhibit Hall as necessary for the betterment of the Event as determined solely by ASTRO.

31. Amendment and Additions to Rules

Any matters not specifically covered by the Rules shall be subject solely to the decision of ASTRO. ASTRO may, at any time, amend or add further rules and regulations to these existing Rules, and all amendments and/or additions made shall be binding on all Exhibitors equally along with the foregoing Rules.

32. Violation of Rules and Regulations

Should Exhibitor violate any provision in these Rules, ASTRO Show Management may take a variety of responses, including but not limited to these listed below, with the response intended to match the urgency and harm of the violation:

1. ASTRO Show Management will give a verbal warning and ask Exhibitor to immediately cease action that is not in compliance with the Rules.
2. Exhibitor will incur a 250 priority point deduction that will be applied to Exhibitor's 2021 Annual Meeting booth selection process.
3. Exhibitor will be subject to forfeiture of all priority points and may be prohibited from participating in future ASTRO events.

In addition, ASTRO reserves the right to expel an Exhibitor from the Exhibit Hall and/or Event without refund of any fees for actions or omissions, as determined solely by ASTRO, that violates the Rules. The response for urgent violations, aggravated violations or violations with potential for irreparable harm, will be subject to any action deemed necessary by ASTRO in its sole discretion.

33. Agreement to Rules and Regulations

The Exhibitor, for himself or itself, his or its full time employees, or "designated representatives" ("designated representatives" to include but is not limited to agents, part time personnel, certain Official Contractors, EAC contractor personnel, Officers, and/or Board of Directors), agrees to abide by the foregoing Rules and those requirements and specifications provided in the Exhibitor Prospectus, the Exhibitor Service Manual, and by any amendments and additional rules that may be put into effect by ASTRO.