



2023 ASTRO ANNUAL MEETING

# PAY IT FORWARD

PARTNERING WITH OUR PATIENTS

October 1-4, 2023 | San Diego Convention Center, San Diego

## 2023 ASTRO Annual Meeting Exhibitor Rules, Regulation and Policies

The American Society for Radiation Oncology, hereinafter referred to as "ASTRO," has established the following 2023 ASTRO Annual Meeting Exhibitor Rules, Regulations and Policies, hereinafter referred to as "Rules," to protect the integrity of the technical exhibits in the Exhibit Hall at the 2023 ASTRO Annual Meeting, hereinafter referred to as the "Exhibit Hall," and ensure compliance with laws, codes, ordinances and contracts with the exhibition facility. "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 official exhibitor representative as indicated on the Application and Contract for 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.

### 1. Purpose

The purpose of the 2023 ASTRO Annual Meeting, hereinafter referred to as "the Event," is to further ASTRO's objectives for the Event by providing a supportive forum utilizing exhibits, educational opportunities and 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 who act in accord with the Rules, [Event Conduct Standards](#), and other requirements for the Event. ASTRO has the sole right to determine the final eligibility and qualification of any firm, organization, agency or product for inclusion in the Exhibit Hall. Rulings of ASTRO shall, in all instances, be final with regard to 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 at the Event in the Exhibit Hall. Only those products and/or services that are manufactured or distributed by Exhibitor may be displayed in the Exhibit Hall.

All outstanding exhibit payments for booth, expo suite, or private meeting room, cancellations or downsizing from prior ASTRO events must be paid in full in order to be eligible to apply and contract for any space at the 2023 Event or future ASTRO Annual Meetings.

### 3. Exhibit Space Rules

The Exhibit Hall atmosphere 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.

All exhibit space must be carpeted or covered with an ASTRO approved material at the expense of the Exhibitor. Bare floors in booths are not permitted. The minimum exhibit space is 10 foot by 10 foot.

**Inline booths** will be provided with 8-foot high backdrop, 36-inch high draped side rails and a booth identification sign. Hanging signs are not permitted above inline booths. The maximum height of 8 feet is allowed in the rear half of an inline booth and a maximum of 4 feet in the front half of an inline booth. No objects or materials that obstruct visibility will be permitted in the front half of an inline booth.

**Corner booths** are inline booths which are open at one end with intersecting aisles on two sides. All other guidelines for inline booths apply.

**Island booths** are exposed to aisles on all four sides. An island booth is typically 400 square feet (20 foot by 20 foot) or larger, although an island booth may be configured differently. Exhibitors who wish to construct an island booth are required to submit a rendering of the booth with elevation plans and all necessary measurements clearly indicated, as well as any hanging signage, truss/lighting, suspended product, etc., for ASTRO Show Management's final approval, by the submission date as stated in the Exhibitor Resource Center.

Island booths must be constructed to allow access on all four sides. Solid walls cannot span more than 30 percent of the booth dimensions from front to back and side to side. Island booths must provide clear sight lines so that the surrounding area can be viewed around and through the booth and that neighboring booths are not obstructed. *Please note that opaque and/or frosted walls are not considered see-through.*

All kiosks, podium, help desks, etc. must be set back 2 feet into the booth from the aisles to allow attendees to view booth items within the confines of the booth. Any theater presentation or demonstration areas should be set back a minimum of 5 feet from the booth edge and allow adequate room for seating or standing without obstructing any aisles.

Island booths may not exceed 24 feet in height from the floor to the top of any structure or from the floor to the top of any signage, unless approved in writing in advance by ASTRO Show Management. Any structure or signage exceeding the 24 feet height rule will be adjusted by ASTRO Show Management to conform with this regulation at the expense of the Exhibitor. Towers and other components over 16 feet in height will be engineered appropriate to their use and constructed from drawings bearing the stamp of a reviewing structural engineer. Covered or roofed areas must conform to local fire regulations. Exhibitor is responsible for any costs related to this requirement. Contact ASTRO Show Management for more information about these regulations.

Island booths may use special lighting. All lighting must be directly over or in the Exhibitor's booth and must not affect the aisle or other booths. Exhibit Hall overhead lighting may be adjusted with advance written permission from ASTRO Show Management and must not affect aisles or other booths in any manner. The Exhibitor is responsible for any and all costs related to this request.

*\*Exceptions will be made on a case-by-case basis due to federal regulations.*

**Raised floors** must be non-hazardous and wheelchair accessible. Edges of raised floors must be ramped or guarded sufficiently to prevent people from tripping or falling at transition.

**Bare floors in booths are not permitted.** All exhibit floor spaces must be completely carpeted or covered with an approved material. If an Exhibitor's floor space is not covered by 2:00 p.m. on the day prior to the Exhibit Hall opening, ASTRO Show Management will arrange for the Official Service Contractor to install carpet at the Exhibitor's expense.

**Unfinished sides/back of booth is not permitted.** Electrical cords, rear sides of audio visual equipment and other aspects of the exhibit not intended for public view must be concealed or displayed so as not to distract from neighboring exhibits. Any portion of exhibit with visible unfinished sides or back exposed must be draped off at the Exhibitor's expense.

**Multi-level booths or booths with ceilings** must follow the same rules as an island booth and must have a booth rendering with a stamp of a qualified structural engineer attesting to its construction standards. Any company constructing a two-story booth must comply with the San Diego Convention Center guidelines. Contact ASTRO Show Management for detailed instructions.

All island booths must complete and submit booth renderings including elevations for ASTRO Show Management approval. Booth renderings must be submitted in a digital format (i.e., PDF or JPEG file) via the online booth rendering submission process in the Exhibitor Resource Center.

### **Hanging Signs**

Hanging signs will only be permitted for island booths that are 20 foot by 20 foot or larger. Hanging signs may not block the visibility of ASTRO signs or other booths. Hanging digital signs are permitted provided that the images are static in nature and do not flash or move.

The top of an Exhibitor's booth sign may not extend more than 24 feet from the floor to the top of the sign. Hanging signs also require a minimum clearance of 16 feet from the bottom of the sign to the Exhibit Hall floor. Therefore, the bottom of any hanging sign cannot be hung lower than 16 feet. Hanging signs must be hung directly over the island booth and not in the aisles.

All hanging signs must be approved in advance by ASTRO Show Management by the date stated in the Exhibitor Resource Center. All hanging signs must be shipped in advance to the advance warehouse. Signs not received at the advance warehouse will not be installed.

All exhibitors who plan to hang a sign are required to submit detailed floor plans with placement measurements to ASTRO Show Management for approval by the date stated in the Exhibitor Service Resource Center.

Hanging sign renderings must be submitted in a digital format (i.e., PDF or JPEG file) via the rigging rendering submission process in the Exhibitor Resource Center.

Hanging signs weighing 500 lbs. or more must have drawings reviewed, signed and stamped by a licensed structural engineer to certify structural integrity and safety.

### **Lighting**

Lighting truss may hang at the edge of an island booth. Lighting truss may not hang higher than 24 feet. Lighting must be directly over or in the Exhibitor's booth and cannot affect other Exhibitors or aisles.

Exhibit Hall lighting may be dimmed or backed out to accommodate Exhibitors' lighting requirements at the discretion of ASTRO Show Management. ASTRO Show Management will not approve backing

out overhead lights which may affect aisles or another Exhibitor's space. The Exhibitor is responsible for all costs associated with this request. Requests may be made on site at the Exhibitor Service Desk.

#### **4. Local Laws and Regulations**

Exhibitors must comply with all applicable laws and regulations, including rules of the San Diego Convention Center. Exhibitors must follow government guidelines under the Americans with Disabilities Act of 1990 when providing access to exhibit space in the Exhibit Hall. The Exhibitor must strictly observe all applicable fire and safety laws and regulations. All electrical wiring and equipment installed must comply with the facility/local electrical code and fire department regulations.

Any part of a display, tower, or otherwise must maintain a minimum of five to one ratio of height to base of said structure and may also require a safety tie off (restraint) from above (seismic safety cables.)

#### **5. Height and Non-Blocking Display Regulations**

All exhibit display construction designs must conform to the regulations set forth under Section 3, Exhibit Space Rules. Details as to what is allowed for each Exhibitor's booth, so as to enable maximum use of the exhibit space without any detrimental effect on neighboring Exhibitors or the Exhibit Hall as a whole, is solely determined by ASTRO. ASTRO shall have full authority for approval or arrangement and appearance of items displayed.

ASTRO, may, at its discretion, require replacement, rearrangement or redecoration of any item or any Exhibitor booth, and no liability shall attach to ASTRO for the costs that may evolve upon Exhibitor thereby.

Exhibitors with special backgrounds or side dividers must make certain that such material is furnished and placed in such a manner as to not be unsightly to Exhibitors in neighboring booths. If such surfaces remain unfinished at the published end of the setup time of the Exhibit Hall, ASTRO Show Management shall authorize the Official Service Contractor to make the necessary finish adjustments and the Exhibitor must pay all charges involved thereby.

#### **6. Electrical Safety**

All wiring on booths or display fixtures within an Exhibitor's booth must meet underwriters' rules and standard fire department inspection applicable under all appropriate state, county, city and San Diego Convention Center electrical and fire codes and regulations. This applies to booth construction only and not to pre-wired radio and electronic equipment.

#### **7. Use of Space**

Displays and product/service demonstrations are limited to the confines of the Exhibitor's own booth, as is the distribution of appropriate literature or other approved items. Please review Sections 27, 28, 29, 30, 31, 32, 33, 34, 39, 40 and 41 entirely for additional guidelines on promotional activities and distribution of printed materials. Violation may result in expulsion from the Exhibit Hall, loss of all priority points earned in 2023 and Exhibitor may be prohibited from participating in future ASTRO events.

Presentations in booths by models and/or demonstrators must be consistent with the professional atmosphere of the Event. Please refer to Sections 35 and 40 of the Rules for additional guidelines.

## **8. 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](#); [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](#) and [PhRMA Code on Interactions with Healthcare Professionals](#).

## **9. On-site Sales or Solicitation by Exhibitors**

Active selling or order-taking by the Exhibitor is NOT permitted at the Event with the exception of books and publications. Solicitation of donations of any kind by exhibitors is prohibited.

## **10. Removal of Exhibit Materials at Close of Event**

Exhibitors are not permitted to abandon exhibit and/or shipping materials (booth walls, carpet, furniture, skids, crates, etc. or biological materials) at the close of the Event. Exhibitors must make arrangements to remove booth walls, carpet, furniture, skids, crates, etc. before departure. This does not include small amounts of promotional materials or routine trash in trash cans and waste baskets or the materials rented from Official Service Contractor in the Exhibitor Resource Center.

Should an Exhibitor leave exhibit and/or shipping materials behind, Exhibitor may be prohibited from exhibiting at future ASTRO Meetings and Exhibitor will be billed for any and all costs associated with the removal of Exhibitor's materials from the San Diego Convention Center.

## **11. Exhibitor Conduct**

Exhibitor is responsible for ensuring that all booth personnel and contractors working on behalf of the Exhibitor are aware of and adhere to the ASTRO Rules, the Application and Contract for Exhibit Space, applicable law, and conduct themselves in a professional manner consistent with these Rules and the [ASTRO Event Code of Conduct](#). All Exhibitors are expected to contribute to an overall professional environment, and Show Management reserves the right to make on-site judgments regarding conduct that detracts from the environment. Exhibitors and their vendors, contractors and agents must conduct themselves and wear attire consistent with the professional decorum of the meeting. Exhibitor personnel may not enter another Exhibitor's booth space without obtaining permission, nor should personnel block access to another booth.

## **12. Location of Exhibit Program**

The Exhibit Hall of the 2023 ASTRO Annual Meeting will be located in Halls B1 - G of the San Diego Convention Center in San Diego.

## **13. On-site Booth Assignment Process and Priority Points**

Priority is given to 2022 ASTRO Annual Meeting Exhibitors. In advance of the 2022 ASTRO Annual Meeting, all approved 2022 Exhibitors shall be given a scheduled time, according to priority point rank, to visit the Exhibit Sales Office in San Antonio during the 2022 ASTRO Annual Meeting to select exhibit space for the 2023 ASTRO Annual Meeting, this process hereinafter referred to as "On-site Booth Assignments". 2022 ASTRO Ambassadors are invited to preselect exhibit space by phone appointment before the 2022 ASTRO Annual Meeting and their selection time shall be based on the Exhibitor's priority point rank.

Booth Assignments are based on a priority point system. Priority points are used as a guideline for exhibit space selection and do not guarantee a specific booth location. Booth assignments will be made in priority point order. Points accrued August 1, 2021 – July 31, 2022, through Ambassadorship, Corporate Membership, promotional marketing and/or advertising shall be counted in the priority

point total used towards Exhibitor's 2023 exhibit space selection. Annual Meeting priority points earned during this time period will be based on Exhibitor's 2022 exhibit and housing activity.

2022 Exhibitors shall have the opportunity to review the total priority points earned via the online Priority Points Portal accessible via the Exhibitor Resource Center. Exhibitor shall be required to notify ASTRO Show Management of any discrepancies by September 15, 2022. If ASTRO Show Management was not alerted of any discrepancies by this deadline, it is understood that the Exhibitor's priority points total is correct and Exhibitor's exhibit 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.

A deposit is not required at the time of Exhibitor's appointment. An invoice will be sent in November 2022, requiring a 50 percent deposit of the total booth fee due by January 6, 2023. If the deposit is not received by January 6, 2023, ASTRO reserves the right to release exhibit space being held and resell the space.

Exhibitors selecting space during On-site Booth Assignments may cancel without penalty if written notification is received via email at [astroexhibits@spargoinc.com](mailto:astroexhibits@spargoinc.com) on or before January 5, 2023. If notification is not received by this date, Exhibitor will be financially responsible for the booth space selected as per the terms of Section 21, Cancellation by Exhibitor.

#### **14. Second-round Booth Assignments**

Companies that did not exhibit at the 2022 ASTRO Annual Meeting may, at ASTRO's discretion, be able to participate in second round booth assignments. Second round booth assignments will begin after the 2022 Annual Meeting. In order to be considered for a second-round booth assignment, the Application and Contract for Exhibit Space and a 50 percent deposit of total booth fee must be submitted to ASTRO Show Management. If the Application and Contract for Exhibit Space is submitted after June 9, 2023, 100 percent of the total booth fee is due with the Application and Contract for Exhibit Space. Second round booth assignments are made on a first-come, first-served basis.

#### **15. Dates and Hours of Exhibit Installation, Exhibit Open, and Exhibit Dismantling**

Hours and dates for installing exhibits, exhibiting and dismantling exhibits shall be those specified by ASTRO. Exhibitors shall be liable for all storage, handling, removal, shipping and any other charges resulting from failure to remove exhibit material from the Exhibit Hall after the specified conclusion of the dismantling period set by ASTRO.

An Exhibitor shall NOT dismantle any part of its exhibit nor restrict any aisle access in any way before the official published beginning time of Exhibit Hall tear-down/dismantle. Any aisles labeled/marked as FREIGHT ONLY AISLES must remain clear and unobstructed at all times during move in and move out.

All exhibits must be fully operational and staffed during the official exhibit hours, as specified by ASTRO.

#### **16. 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.

#### **17. Private Meeting Rooms**

Private Meeting Rooms may be purchased in addition to exhibit space. Private Meeting Rooms may not be used to replace an exhibit booth and may not be subleased to another company. All activity must be confined to the Private Meeting Room and is limited to Private Meeting Room hours. All guests who are invited to your Private Meeting Room must be registered attendees of the Annual Meeting and have a valid ASTRO badge.

Companies shall be solely responsible for the management of their Private Meeting Room and for any addition services beyond those that are included in each Private Meeting Room package as indicated on the ASTRO Private Meeting Room Application and Contract. Such costs include but are not limited to additional furniture, audio visual equipment, food and beverage, internet, phone, security, etc. All additional services must be approved in advance by ASTRO. ASTRO does not provide logistical support for your Private Meeting Room apart from those services included as part of your Private Meeting Room package.

Exhibitors who purchase a Private Meeting Room agree to abide by these Rules in addition to the terms, policies and rules on the ASTRO Private Meeting Room Application and Contract, hereinafter referred to as "Private Meeting Room Policies". In the event of any change to the Private Meeting Room Policies, the most up-to-date versions, available online at [www.astro.org/exhibits23](http://www.astro.org/exhibits23), will be controlling.

#### **18. Occupancy Default**

Any Exhibitor failing to occupy its contracted exhibit space shall not be relieved of the obligation of paying the full rental charge of said exhibit space. If said exhibit space is not occupied by the time set by ASTRO for completion of the installation of the displays, said exhibit space shall be taken by ASTRO, and reallocated or reassigned to another company or for any such purpose or use as ASTRO may see fit, with no release of any contractual financial obligation to originally contracted Exhibitor.

#### **19. Cancellation or Change of Exhibit Program, Dates or Venue**

In the event that circumstances beyond the reasonable control of ASTRO or its agents: (i) cause the premises in which the Exhibit Hall or the Event is to be conducted to become unfit for occupancy or substantially interfered with, or (ii) make it inadvisable to hold the Exhibit Hall or the Event, the Event and/or Exhibit Hall may be canceled or moved to another appropriate location, 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 transportation, inability to secure sufficient labor, technical or other personnel, labor union disputes, loss of lease or other termination by the San Diego Convention Center, 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 or change. Refunds of Exhibitor contracted exhibit booth space fee ("Exhibitor Contracted Exhibit Booth Space Fee") in the event of Exhibit Hall/Event termination, cancellation or change, shall be made to Exhibitors at the sole discretion of ASTRO. For all cancellations, a minimum of fifteen percent (15%) of the Exhibitor Contracted Exhibit Booth Space Fee will be retained by ASTRO.

#### **20. Schedule or Location Changes**

Exhibitor acknowledges and agrees that ASTRO Show Management reserves the right to change, increase or decrease Event hours, number of days, Event dates, Event location or Event name. Notwithstanding anything to the contrary in this Agreement, Exhibitor acknowledges and agrees that if

ASTRO Show Management elects to re-name, change, increase or decrease the Event hours, days, Event dates or Event location, Exhibitor shall not be entitled to and expressly disclaims any right or claim to the return of any portion of the Exhibitor Contracted Exhibit Booth Space Fee paid to ASTRO Show Management; provided that, if ASTRO Show Management relocates the Event to a different location than originally scheduled, ASTRO Show Management shall assign to Exhibitor, in lieu of the original exhibit space, such other exhibit space as ASTRO Show Management deems appropriate.

## **21. Cancellation**

### **A. By Exhibitor**

In the event of cancellation of Exhibit Booth Space, Expo Suite or Private Meeting Room by the Exhibitor, ASTRO shall determine a Cancellation Assessment Charge covering the reassignment of said space, prior services performed, and other damages related to said cancellation, according to the following Cancellation Assessment Charge schedule:

- By January 5, 2023: No fee charged.
- January 6, 2023 – June 8, 2023: 50 percent of the total fee charged.
- After June 9, 2023: 100 percent of the total fee charged.

ASTRO must receive notification of the Exhibit Booth Space, Expo Suite and/or Private Meeting Room cancellation by the Exhibitor in writing and sent via email to [astroexhibits@spargoinc.com](mailto:astroexhibits@spargoinc.com). Date 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 Space, Expo Suite and/or Private Meeting Room by an Exhibitor, ASTRO reserves the right to reassign canceled 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. All outstanding exhibit payments for booth, expo suite, or private meeting room cancellations or downsizing from prior ASTRO events, must be paid in full in order to be eligible to apply and contract for any space at the 2023 Event or future ASTRO Annual events.

### **B. By ASTRO**

Individual Exhibit Booth Space may be cancelled by ASTRO for breach of contract or other reasons or activities that raise well-founded concerns about an Exhibitor's compliance with laws or adherence to the Exhibitor Rules, ASTRO Event Code of Conduct, or that could otherwise impact on the reputation of ASTRO or its Annual Meeting, in ASTRO's sole discretion.

## **22. Exhibitor Appointed Contractors**

An Exhibitor Appointed Contractor, hereinafter referred to as "EAC," is a company selected by the Exhibitor other than the "official" service contractors/providers listed in the Exhibitor Resource Center and for the Event. For purposes of these Rules, the term EAC shall also include any agent, employee, representative, etc., working on behalf of the EAC. It is the responsibility of the Exhibitor as well as any of the Exhibitor's EACs to agree to and comply with all requirements and specifications in the Rules, 2023 Annual Meeting Exhibitor Appointed Contractor Rules and Regulations, Exhibitor Resource Center, [ASTRO Event Code of Conduct](#), hereinafter referred to collectively as "EAC Rules and Requirements". Should Exhibitor's EAC fail to comply with the EAC



Rules and Requirements, EAC may be banned from the Exhibit Hall and Exhibitor may not be permitted to use EAC for the Event.

### **23. 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 presence at or use of Exhibit Hall premises and/or its participation in the Event, including, but not limited to: (i) loss or damage to any property of the Exhibitor by fire, theft, destruction, vandalism, or any other cause; (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 fire, electrical service interruption or any other interruptive occurrence; and (v) all consequential commercial damages arising out of any aspect of these Rules. 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 SPARGO, Inc., and their agents, trustees, officers, board members and employees, as well as the San Diego Convention Center Corporation, Inc., City of San Diego, San Diego Unified Port District, and the members, officers, directors, agents and employees of these three entities 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 presence at the Exhibit Hall premises and/or its participation in the Event, including, but not limited to: (i) damage or injury to any person, persons, or property arising from or by reason of the occupation and use of the exhibit space; (ii) acts done or caused to be done by the Exhibitor, its agents, employees, guests, or invitees; (iii) any breach by the Exhibitor of its obligations hereunder; (iv) any loss, damage or destruction to property of the Exhibit Facilities caused by the Exhibitor, its agents, employees, guests, or invitees; and (v) any loss, theft, misappropriation or otherwise, or damage or destruction of any property of the Exhibitor or property of its guests or invitees brought into the exhibit areas.
- 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 their agents, trustees, officers, board members and employees, nor the San Diego Convention Center Corporation, Inc., City of San Diego, San Diego Unified Port District, and the members, officers, directors, agents and employees of these three entities maintain insurance covering the Exhibitor's property, personnel and Event attendees, and it is the responsibility of the Exhibitor to obtain and maintain such adequate insurance at the Exhibitor's sole cost and expense.

## 24. Insurance Requirements

**A. 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 (Monday, September 25, 2023 – Thursday, October 5, 2023) hereinafter referred to as "Insurance Term". All property of Exhibitor is understood to remain under Exhibitor's custody and control in transit to, during the Event and from the confines of the Exhibit Hall area. The cost of such insurance shall be borne by Exhibitor and shall comply with all of the following requirements:

### I. Commercial General Liability (CGL) Insurance.

#### a. Scope of Coverage and Limits.

Exhibitor's CGL policy shall provide coverage that is at least as broad as the coverage provided by ISO Form CG 00 01 12 04, written on an "occurrence" basis, with limits of no less than \$1,000,000 per occurrence/\$2,000,000 aggregate. Such CGL coverage must be maintained throughout the Insurance Term.

#### b. Additional Insured Coverage.

ASTRO and SPARGO, Inc., and their agents, trustees, officers, board members and employees, as well as the San Diego Convention Center Corporation, Inc., City of San Diego, San Diego Unified Port District, and the members, officers, directors, agents and employees of these three entities are to be covered as additional insureds on Exhibitor's CGL policy with respect to liability arising out of operations performed by or on behalf of Exhibitor in connection with the Event, including materials or equipment furnished in connection with such operations. Please reference the San Diego Convention Center Corporation, Inc., as follows on the certificate of insurance:

San Diego Convention Center Corporation, Inc., City of San Diego, San Diego Unified Port District, and the members, officers, directors, agents and employees of these three entities.

Additional insured coverage shall be provided in the form of an endorsement to Exhibitor's CGL policy at least as broad as ISO Form CG 20 26 07 04. Such additional insured coverage must be maintained throughout the Insurance Term.

#### c. Primary and Non-Contributory.

Exhibitor's CGL 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.

#### d. Verification of Coverage.

At ASTRO's request, Exhibitor shall furnish ASTRO with an original certificate of insurance evidencing that Exhibitor has procured CGL 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 additional insureds to Exhibitor's CGL policy, as required by these Rules. 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.

**e. Deductibles and Self-insured Retentions.**

In the event that ASTRO is required to make a claim under Exhibitor's CGL policy as an additional insured, it shall be the sole obligation of Exhibitor, and not ASTRO, to satisfy any deductible or self- insured retention.

**II. Workers Compensation and Employer's Liability** insurance for its employees and subcontractors which complies with all federal and state laws.

**III. Automobile Liability insurance with a limit of not less than \$1,000,000** combined single limit – each accident.

**B. Exhibitor Appointed Contractor (EAC) Insurance.**

Exhibitor shall require and verify that each of its EACs who will be performing operations for Exhibitor in connection with the Event procures insurance against liability for injuries to persons or damage to property which may arise from the EAC's operations relating to the Event and provide certification as required below. The term for such insurance shall cover the full duration of the Event (Monday, September 25, 2023 – Thursday, October 5, 2023), hereinafter referred to as the "Insurance Term". The cost of such insurance shall be borne by the EAC or Exhibitor and shall comply with the following requirements:

**I. Commercial General Liability (CGL) Insurance:**

**a. Scope of Coverage and Limits.**

Each EAC's CGL policy shall provide coverage that is at least as broad as the coverage provided by ISO Form CG 00 01 07 04, written on an "occurrence" basis, with limits of no less than \$1,000,000 per occurrence; \$2,000,000 general aggregate; and \$2,000,000 products and completed operations aggregate. Such CGL coverage must be maintained throughout the Insurance Term.

**b. Additional Insured Coverage.**

- i. ASTRO and SPARGO, Inc., and their agents, trustees, officers, board members and employees, as well as the San Diego Convention Center Corporation, Inc., City of San Diego, San Diego Unified Port District, and the members, officers, directors, agents and employees of these three entities are to be covered as an additional insured on each EAC's CGL policy with respect to liability arising out of operations performed by or on behalf of the EAC in connection with the Event, including materials or equipment furnished in connection with such operations.
- ii. Additional insured coverage shall be provided in the form of an endorsement to the EAC's CGL policy at least as broad as ISO Form CG 20 26 07 04. Such additional insured coverage must be maintained throughout the Insurance Term.
- iii. In addition to including ASTRO and SPARGO, Inc., and their agents, trustees, officers, board members and employees, as well as the San Diego Convention

Center Corporation, Inc., City of San Diego, San Diego Unified Port District, and the members, officers, directors, agents and employees of these three entities as additional insureds to its CGL policy, the EAC must also include as additional insureds all parties listed in the "Agreement and Rules and Regulations between GES and EAC" that is included in the Exhibitor Resource Center.

**c. Primary and Non-contributory.**

Each policy required hereunder shall specify that it provides primary coverage to the additional insureds without contribution from any other source.

**d. Verification of Coverage.**

Exhibitor shall furnish GES with original certificates of insurance evidencing that its EACs have procured all required coverage in accordance with the requirements set forth in these EAC Rules. Please upload certificate of insurance here: <https://www.certfocus.com/expresso/>. At ASTRO's request, Exhibitor shall also furnish ASTRO with original amendatory endorsements adding ASTRO as an additional insured to each EAC's CGL insurance policies, as required by these EAC Rules. ASTRO's failure to request a certificate of insurance or amendatory endorsement required by these EAC Rules shall not constitute a waiver of any obligations imposed upon Exhibitor or its EACs by these EAC Rules.

**e. Deductibles and Self-insured Retentions.**

In the event that ASTRO is required to make a claim under an EAC's policy as an additional insured, it shall be the sole obligation of the EAC or the Exhibitor, and not ASTRO, to satisfy any deductible or self-insured retention.

**II. Umbrella/Excess Liability Insurance** with limits of not less than \$1,000,000 per occurrence and \$1,000,000 aggregate.

**III. Workers Compensation**, as required by law, and Employer's Liability Insurance with limits of not less than \$1,000,000 (per accident), \$1,000,000 (per disease); and \$1,000,000 (disease aggregate).

**IV. Automobile Liability** insurance with a limit of not less than \$1,000,000 combined single limit – each accident.

**V. Compliance with Insurance Requirements in Exhibitor Resource Center.**

All EACs must comply with the insurance requirements described in the Exhibitor Resource Center, including the "Agreement and Rules and Regulations between GES and EAC".

**VI. Exhibitor Responsibility for EAC.**

The failure of Exhibitor's EAC to comply with EAC Rules and Requirements to procure or maintain the insurance coverage for ASTRO or any other party that is required by the EAC Rules shall be considered to be a material breach of the EAC Rules by the Exhibitor. Furthermore, Exhibitor assumes full responsibility for and shall defend, indemnify and hold harmless ASTRO Show Management, including their officers, directors, employees and volunteers, for any claims, penalties, damages, losses, costs, charges and expenses whatsoever, including reasonable attorney's fees and costs, arising out of EAC's actions

or omissions related to the Event or at the Premises for the Event that are not covered by the EAC or its insurance.

#### **25. Installing, Exhibiting and Dismantling Labor Policy**

Exhibitors shall utilize proper authorized labor for exhibit installation services during move in, exhibit operation services during open hours, and exhibit dismantling services during move out according to the official policies/union agreements of ASTRO, Facility Management, Official Service Contractor, other Official Contractors, and all applicable state and local laws.

#### **26. Damage to the San Diego Convention Center**

An Exhibitor is liable for any damage caused by the Exhibitor, and/or their employees, and/or designated representatives (“designated representatives” to include but is not limited to EACs, agents, members, Official Contractors, Officers, and/or Board of Directors) to the San Diego Convention Center, property, including but not limited to building floors, walls, or columns, or to facility-owned equipment, or to other Exhibitors’ property.

An Exhibitor and/or their employees, and/or designated representatives may not apply paint, lacquer, adhesive, or other coatings to the San Diego Convention Center, including but not limited to building floors, walls, or columns, or to facility-owned equipment, or to standard booth equipment or to another Exhibitors’ property.

#### **27. Floor Loading**

Under no circumstances may the weight of any equipment or exhibit material exceed the specified floor load limit of any exhibit area. Exhibitor accepts full and sole responsibility for injury or damage to property or persons resulting from failure, knowingly or otherwise, to distribute floor load of the exhibit material and products in conformity with the maximum floor load specifications of the San Diego Convention Center.

#### **28. Distribution of Food and Beverage**

All food/beverage items to be distributed from Exhibitor’s booth must be approved by ASTRO Show Management in advance of the meeting. To request approval, Exhibitor must submit the giveaway request form via the online submission process in the Exhibitor Resource Center.

All booth catering must be purchased through the exclusive San Diego Convention Center caterer. The distribution of popcorn, peanuts or any type of nuts is not permitted in the Exhibit Hall. Any Exhibitor distributing food and/or beverage from their booth is responsible for the proper maintenance of their booth and surrounding area and must order porter service through the Official Service Contractor. Trash left in the aisles as a result of an Exhibitor giveaway will result in the removal of the trash at the Exhibitor’s expense.

#### **29. 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 on 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 or items to be raffled by Exhibitors must be designed primarily for the education of patients or health care professionals and the value of giveaways or items to be raffled must not exceed \$10. By matching ASTRO’s giveaway

policies with the CMSS Code, it is our 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. Food and beverage items are considered to be a giveaway, and Exhibitor must submit such items for approval.

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 August 21, 2023. 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 costs or expenses incurred resulting from Exhibitor's giveaway, drawing or raffle.

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

Food and beverage items, 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 in the Exhibit Hall:**

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 to 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 code they have signed on to, the policies within the CMSS Code, the Physician Payments Sunshine/Open Payment Act and any other state and federal laws.

**AdvaMed Code of Ethics on Interactions with Health Care Professionals**

[www.advamed.org](http://www.advamed.org)

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

[www.ama-assn.org/about-us/code-medical-ethics](http://www.ama-assn.org/about-us/code-medical-ethics)

**CMSS Code for Interactions with Companies**

[www.cmss.org](http://www.cmss.org)

## **PhRMA Code on Interactions with Healthcare Professionals**

[www.phrma.org](http://www.phrma.org)

## **Physicians Payments Sunshine/Open Payment**

### **Act**

[www.cms.gov/openpayments](http://www.cms.gov/openpayments)

### **30. Alcoholic Beverages**

The dispensing, distribution or use of alcoholic beverages in the Exhibit Hall by the Exhibitor, and/or their employees, and/or designated representatives (“designated representatives” to include but is not limited to agents, members, Official Service Contractors, Officers, and/or Board of Directors) is prohibited, except for the hours of 4:00 p.m. – 5:00 p.m. on Sunday, October 1, 2023 and Monday, October 2, 2023. All alcoholic beverages must be ordered through the exclusive San Diego Convention Center caterer. Additionally, Exhibitor must include alcohol items on the giveaway request form that must be submitted via the Exhibitor Resource Center for ASTRO Show Management approval.

### **31. Flammable Materials**

No flammable fluids or materials of any nature, including decorative materials, use of which is prohibited by national, state, or city fire regulations, may be located in or used in any exhibit booth.

### **32. Flashing Lighting, Noise and Odors**

Flashing or glaring lights, noisily operating displays, and/or exhibits producing objectionable odors will not be permitted in the Exhibit Hall. Sound equipment may be used in the Exhibitor’s booth provided that the noise level does not disrupt the activities of neighboring exhibitors. Exhibitors using audio systems should direct the sound into their booth and not toward the aisles or neighboring booths.

Sound levels should not exceed 75 decibels. ASTRO shall have sole discretion in determining what is noisy, obstructive and/or objectionable and take such action as they deem appropriate.

### **33. 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.

### **34. Obstruction of Aisles or other Exhibitors’ Booth(s)**

Any demonstration or activity that results in excessive obstruction of aisles or prevents ready access to any other nearby or adjacent Exhibitor’s booth shall be suspended by the Exhibitor totally or for any specific periods as specified solely at the discretion of ASTRO.

### **35. Exhibitor Reveals**

Exhibitors planning to reveal a new or updated product, or conduct other special events using sound amplification (“Reveal”) from their booth must obtain permission in advance from ASTRO Show Management via the online submission process in the Exhibitor Resource Center. Exhibitors are not allowed to set up additional AV equipment in the aisle for Reveals. All Reveals must take place within the confines of the Exhibitor’s contracted booth space and may not include surrounding aisles. Reveals that are outward facing towards the aisles may last no longer than 15 minutes; Reveals lasting longer than 15 minutes must be centrally located within the booth and may not be outward facing toward the

aisles. Reveals may not cause attendees to obstruct the aisles or interfere with other Exhibitors' booth activities and must also comply with Section 34 of these Rules. Reveals may not take place during the following times:

Sunday, October 1, 2023: 12:00 p.m. - 1:00 p.m.; 2:00 p.m. - 3:00 p.m.; 4:00 p.m. - 5:00 p.m.

Monday, October 2, 2023: 12:00 p.m. - 1:00 p.m.; 2:00 p.m. - 3:00 p.m.; 4:00 p.m. - 5:00 p.m.

Tuesday, October 3, 2023: 12:00 p.m. - 1:00 p.m.; 2:00 p.m. - 3:00 p.m.; 4:00 p.m. - 5:00 p.m.

Sound levels must not exceed 75 decibels and all sound and lighting for Reveals must adhere to the regulations listed in Section 32 of these Rules.

### **36. 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.

### **37. Exhibitor Booth Personnel Badging/Credentialing**

Exhibitor Booth Personnel are defined as permanent employees of the "contracted" Exhibitor engaged in the actual display operation, demonstration, or promotion of the "contracted" Exhibitor's product or services within the Exhibitor's booth. Exhibitor Booth Personnel shall wear official "Exhibitor" identification (hereinafter referred to as "Exhibitor Badge") furnished by ASTRO at all times while they are in the Exhibit Hall and at the Event. All other Exhibitor "temporary employees" and/or designated representatives ("designated representatives" to include but not limited to agents, members, certain Official Contractors, EAC contractor personnel, Officers, and/or Board of Directors) must register as Event attendees or as otherwise determined by ASTRO, unless other arrangements have been made with and approved in advance in writing by the ASTRO.

All Exhibits must have properly badged Exhibitor Booth Personnel present in the Exhibit Booth during the official Exhibit Hall hours from 10:00 a.m. to 5:00 p.m. on Sunday, October 1, 2023, Monday, October 2, 2023 and Tuesday, October 3, 2023.

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

Exhibitor Badges are not transferable. ASTRO reserves the right to confiscate any badge if it does not match the identification of the person with the badge or is not a valid ASTRO Event badge.

Each Exhibitor, whose exhibit space is paid in full, shall receive four (4) complimentary Exhibitor Badges for every 10 foot by 10 foot of purchased booth space. Additional Exhibitor Badges are available for purchase. Exhibitor Badges will not be issued until all financial obligations have been met.

Registered Exhibitor Booth Personnel may attend educational sessions (excluding ticketed events that require separate registration) on a space available basis. Please note that Exhibitor registration does not include continuing medical education credits for sessions attended or the registration materials. Exhibitors who would like to receive continuing medical education credits and the registration materials must register as an attendee.

### **38. Exhibitor Housing**

Only Exhibitors who have submitted an Application and Contract for Exhibit Space and have received an assigned booth number are eligible to create an Exhibitor Room Block via the ASTRO Housing



Center. An Exhibitor who creates an Exhibitor Room Block for the 2023 ASTRO Annual Meeting agrees to comply with the Rules and the terms set forth in the 2023 ASTRO Annual Meeting Exhibitor Room Block Terms and Conditions, herein referred to as “Exhibitor Housing Terms,” available online at [www.astro.org/exhibitorhousing](http://www.astro.org/exhibitorhousing). Further, the creation of an Exhibitor Room Block constitutes a legal binding contract between the Exhibitor and ASTRO and enforceable in accordance with its terms. ASTRO reserves the right to limit the number of rooms allocated to a company and amend/deny an Exhibitor Room Block. If Exhibitor cancels their booth space or fails to complete full payment of their booth space in accordance with the payment schedule, the Exhibitor’s Room Block will be cancelled.

### **39. Photography, Videotaping and Recording**

All photographing, filming, taping, recording, reproducing, imaging or capturing in any medium now known or hereafter devised, including via the use of tripod-based equipment or mobile devices, hereinafter referred to as “Capturing,” of the 2023 ASTRO Annual Meeting 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 2023 ASTRO Annual Meeting is strictly prohibited.

#### **Exhibitor Photography and Videography**

Exhibiting companies planning on conducting photography/videography within their booth are required to adhere to the following rules:

- All Capturing is restricted to the confines of each exhibitor’s booth and must not interfere with setup, event activities or teardown. No other vendor logos or equipment, nor the ASTRO logo, may be visible in any Capturing.
- Press conferences by exhibitors on the Exhibit Hall floor are prohibited. No press conferences may be scheduled at hotels or other locations away from the meeting during the official Annual Meeting hours of 7:00 a.m. – 6:15 p.m. Pacific time, Sunday, October 1, 2023 – Wednesday, October 4, 2023. Organizations planning off-site media activities are encouraged to coordinate with ASTRO’s Press Office to ensure they do not conflict with ASTRO-sponsored activities.
- Approved Capturing times are as follows\*:

Sunday, October 1, 2023: 7:00 a.m. - 10:00 a.m. and 5:00 p.m. - 6:00 p.m.

Monday, October 2, 2023: 8:00 a.m. - 10:00 a.m. and 5:00 p.m. - 6:00 p.m.

Tuesday, October 3, 2023: 8:00 a.m. - 10:00 a.m.

*\* Times subject to change.*

#### **Candid Exhibitor Photography/Videography by Exhibitor or Official Show Photographer**

Exhibitors may conduct limited photography and videography without the use of lighting, a tripod and/or other professional photography/videography equipment of their booth and products within their contracted exhibit space. Each Exhibitor has control over the space it has rented and may prevent those considered its competitors from gaining access to, photographing, videotaping or otherwise mechanically recording its exhibit or presentations. Candid photos and videos may only be taken during show hours.

Exhibitor shall ensure that it obtains consent from any person captured in any booth

Capturing. Exhibitor releases ASTRO and SPARGO, Inc., and their employees and/or designated representatives from any claims or liability related to or arising from such Capturing. Exhibitor shall indemnify, defend and hold ASTRO and/or SPARGO, Inc., and/or their employees 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, relating to or arising from the Capturing. 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. Exhibitor expressly assumes responsibility for all entities and individuals involved in the Capturing and require them to comply with the terms and conditions of these Photography, Videotaping and Recording rules.

#### **Professional Photography/Videography by Non-official Contractor**

Exhibitors who would like to use their own professional photographer/videographer for Capturing must also comply with the rules, policies and procedures for an Exhibitor Appointed Contractor (EAC) that are included in the online Exhibitor Resource Center. In addition, exhibitor and the photography/videography crew must each sign the Request/Waiver/Indemnification for Promotional Activity within Exhibitor's Booth form and submit via the online submission process by August 21, 2023.

#### **Penalties for Unauthorized Capture**

In addition to the terms set forth in Section 50 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:

- (a) confiscation of film or digital disk/storage device, camera or other Capture device, or both,
- (b) limit Exhibitor or participant's registration options at future ASTRO events and/or loss of priority points earned in 2023
- (c) restrict media crews who violate the Rules from future participation at ASTRO events, and/or
- (d) expulsion from the Exhibit Hall and/or removal from the Event.

#### **40. Entertainment**

The use of live music, dancers or mimes or other entertainment similar in nature is not permitted in the Exhibit Hall. Models that are professional in nature may be used for demonstration purposes within an exhibit but may not leave that individual Exhibitor's booth space parameters to drive traffic to the booth and/or pass out information or take "polls".

#### **41. Advertising, Marketing, Promotional Activities and Distribution of Printed 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 Exhibitor's booth in the Exhibit Hall. Advertising, marketing, signage, promotional activities and/or materials may not be displayed or distributed within a 15 mile radius of the San Diego Convention Center, including but not limited to meeting rooms and public areas at the San Diego Convention Center, in or around the vicinity of the San Diego Convention Center, at the airport, in or around the vicinity of any official ASTRO hotels and along any path where attendees may walk or ASTRO shuttles may pass on their way to the San Diego Convention Center. This provision excludes any advertising and promotional support opportunities secured and approved directly with ASTRO. Violation may result in expulsion from the Exhibit Hall, loss of all priority points earned in 2023 and the Exhibitor may be prohibited from participating in future ASTRO

events.

#### **42. 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 and any other mark owned by ASTRO 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, the acronym ASTRO, or any other ASTRO registered trademark in a company name, website address, email signature/tag line, or in any other manner.

#### **43. ASTRO Annual Meeting Show Logo**

You must be an official Exhibiting company to use the ASTRO annual Meeting show logos available in the Annual Meeting Marketing Toolkit of the Exhibitor Resource Center. Exhibitors with questions about usage of the ASTRO Annual Meeting Show logo can contact the ASTRO Meetings Department at [meetings@astro.org](mailto:meetings@astro.org).

#### **44. Access to Preshow and Postshow Attendee Lists**

Access to the preshow and/or postshow attendee 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 policies as indicated in Sections 41 and 42 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. Registrants have the option to decline to have their name provided on this list.

#### **45. Lead Retrieval Collected Information Usage**

In order to assist Exhibitors with the collection of sales leads generated from their participation in the Exhibit Hall, ASTRO has contracted with SPARGO, Inc. to provide lead generation services that will allow attendees to swipe the chip embedded in their badge to provide their contact information. The information provided includes registration confirmation number, registration type, name, professional suffix, title, company/organization, mailing address, phone number, email address (unless you opted to exclude your email address during the registration process), registration type, occupation and primary employer ("Lead Retrieval Data").

Exhibitors who elect to rent a lead retrieval system from SPARGO, Inc. understand and agree: (i) that the rental of this system and the collection of Lead Retrieval Data is for the sole purpose of collecting sales leads acquired during Exhibitor's participation in the Exhibit Hall, (ii) Exhibitor is the only entity permitted to utilize any of this Lead Retrieval Data, (iii) Exhibitor will use the Lead Retrieval Data solely for the purposes of facilitating sales leads generated from the Exhibit Hall and improvements in its customer service, (iv) Exhibitor will not sell, rent, duplicate, disclose, disseminate, transfer, or otherwise communicate this Lead Retrieval Data and (v) Exhibitor will prevent duplication, dissemination, transfer or reproduction of the Lead Retrieval Data collected, in any form whatsoever, to any other business, entity or third party. If unauthorized use is detected, Exhibitor understands that Exhibitor will be prosecuted to the full 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 the Lead Retrieval 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 these provisions 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.

#### **46. 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\*:

- Sunday, October 1, 2023: 7:45 a.m. – 6:00 p.m.
- Monday, October 2, 2023: 7:00 a.m. – 6:00 p.m.
- Tuesday, October 3, 2023: 8:00 a.m. – 6:15 p.m.
- Wednesday, October 4, 2023: 8:00 a.m. – 1:45 p.m.

*\*Times subject to change.*

Exhibitors wishing to host a function in conjunction with the Event must first obtain approval. To obtain approval, Exhibitor must submit the Affiliate Meeting/Event Approval and Space Request online and pay any processing fees for consideration. For more information, please contact the ASTRO Meetings Department at [meetings@astro.org](mailto:meetings@astro.org).

#### **47. 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.

#### **48. Relocation of Exhibits (totally or individually) and other Floor Plan Revisions**

ASTRO retains the exclusive right to revise the Exhibit Hall floor plan(s) and/or relocate any assigned Exhibitors as necessary for the betterment of the Event as determined solely by ASTRO. Exhibitors who change the size of their exhibit space are not guaranteed the originally assigned location and may be subject to relocation. While every effort will be made to ensure that Exhibitor has the best booth space possible, ASTRO does not guarantee that Exhibitor will not be placed next to a competitor exhibitor.

#### **49. Federal, State and Local Regulations**

##### **Fire Regulations**

All ASTRO exhibitors must adhere to all guidelines set by the San Diego Convention Center fire prevention and safety regulations. Please contact ASTRO Show Management for more information.

##### **Fire Marshal**

Exhibitors, Official Service Contractors, EACs and ASTRO Show Management must comply with all federal, state and local fire and building codes that apply to public assembly facilities.

Depending on the type of event, show schedule, the number of attendees or use of pyrotechnics, some events may be required to have additional standby fire personnel on duty during show hours at ASTRO Show Management's expense. Special event permits for exhibits, tents, lasers, open flame, pyro or special requests are required and will be reviewed by the Fire Marshal. Contact ASTRO Show Management for these permit applications.

The San Diego Convention Center Fire Marshal's Office and the San Diego Fire Department reserve the right to make any final decisions regarding the outlined requirements. Prior to the show opening, the Fire Marshal may inspect booths to ensure these requirements are met. If they are not, adjustments can be costly, and if a booth imposes a significant fire hazard, it will be prohibited from exhibiting.

### **Gas Cylinders**

All gas cylinders must be securely fastened to a carriage or to a fixed location at all times and may be subject to Fire Marshal review.

### **Vehicles on Display**

Vehicles on display must adhere to the rules of the San Diego Convention Center and San Diego Fire Department.

### **Food and Drug Administration (FDA) Compliance**

Any medical device, pharmaceutical or other type of medical product exhibited must comply with all applicable FDA laws and regulations, including, without limitation:

1. FDA's restrictions on the promotion of investigational and non-approved drugs and Devices
2. 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 at 301-443-1544. Each Exhibitor is solely responsible for compliance with the FDA rules and regulations, which can be found on the FDA website.

### **Americans with Disabilities Act - ADA**

The San Diego Convention Center is in compliance with the ADA regulations. Exhibiting companies are responsible for compliance with the ADA within their exhibit. Failure to comply with the ADA is a serious matter and may involve litigation or fines.

### **50. 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.

### **50. 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 2023 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 that violates the Rules, as determined solely by ASTRO. 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.

#### **51. Governing Law**

The law governing these Rules and the agreements hereunder shall be the laws of the Commonwealth of Virginia, without giving effect to its principles or rules of conflict of laws to the extent such principles or rules would require or permit the application of the laws of another jurisdiction, and any disputes related to the Rules and agreements hereunder shall be adjudicated in the courts located in the Eastern District of Virginia.

#### **52. 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 Resource Center, the Exhibitor Service Manual and by any amendments and additional rules that may be put into effect by ASTRO.