



2022 Multidisciplinary Head and Neck Cancers Symposium Exhibitor Rules, Regulation and Policies

The American Society for Radiation Oncology, hereinafter referred to as "ASTRO," has established the following 2022 Multidisciplinary Head and Neck Cancers Symposium Exhibitor Rules, Regulations and Policies, hereinafter referred to as "Rules," to protect the integrity of the technical exhibits in the Exhibit Hall at the 2022 Multidisciplinary Head and Neck Cancers Symposium, 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 2022 Multidisciplinary Head and Neck Cancers Symposium, 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 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. 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.

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.

The minimum exhibit space is a tabletop booth. A tabletop booth consists of one (1) six foot draped and skirted table with two chairs. The exhibit space is already carpeted. All exhibits must conform to the 2-foot by 6-foot tabletop exhibit space. All exposed parts of any display must be draped so as not to be objectionable to other exhibitors or to ASTRO. All exhibits will be inspected by ASTRO Show Management during setup. If draping is deemed necessary, it will be installed and billed at the

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Exhibitor's expense.

All exhibits must be confined to the space limits of the booth as indicated on the floor plan. Equipment, products or materials to be viewed or demonstrated must be placed in a way to ensure that attendees will be in the booth and not impeding aisle traffic.

Helium balloons, glitter and confetti are prohibited.

4. Local Laws and Regulations

Exhibitors must comply with all applicable laws and regulations, including rules of the JW Marriott Phoenix Desert Ridge Resort and Spa. 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.

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 JW Marriott Phoenix Desert Ridge Resort and Spa 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 25, 26, 27, 29, 31, 35 and 36 entirely for additional guidelines on promotional activities and distribution of printed materials. Violation may result in expulsion from the Exhibit Hall 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 Section 32 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 on Interactions with Health Care Professionals](#) and [PhRMA Code on Interactions with Healthcare Professionals](#).

9. On-site Sales by Exhibitors

Active selling or order-taking by the Exhibitor is NOT permitted at the Event with the exception of books and publications.

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 JW Marriott Phoenix Desert Ridge Resort and Spa.

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, and applicable law, and conduct themselves in a professional manner.

12. Location of Exhibit Program

The Exhibit Hall of the 2022 Multidisciplinary Head and Neck Cancers Symposium will be located in the Grand Canyon Ballroom of the JW Marriott Phoenix Desert Ridge Resort and Spa in Phoenix, AZ.

13. 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.

14. 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.

15. 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 for any such purpose or use as ASTRO may see fit, with no release of any contractual financial obligation to originally contracted Exhibitor.

16. 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 JW Marriott Phoenix Desert Ridge Resort and Spa, 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 "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.

17. 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, Event name or booth location. 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, Event location or booth 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.

18. Cancellation by Exhibitor

In the event of cancellation of Exhibit Booth Space by the Exhibitor, a Cancellation Assessment Charge covering the reassignment of said space, prior services performed, and other damages related to said cancellation, will be 100 percent of the total booth space fee charged. ASTRO must receive notification of the exhibit booth space cancellation by the Exhibitor in writing prior to the date of the Event. In the event of either a full or partial cancellation of exhibit booth space by an Exhibitor, ASTRO reserves the right to reassign canceled 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.

19. 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 Exhibitor as well as any of the Exhibitor's EACs to agree to and comply with all requirements and specifications in the Rules, 2022 Multidisciplinary Head and Neck Cancers Symposium Exhibitor Appointed Contractor Rules and Regulations, Exhibitor Resource Center, 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.

20. 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/or SPARGO, Inc., and/or the JW Marriott Phoenix Desert Ridge Resort and Spa and their agents, trustees, officers, board members and employees and/or designated representatives ("designated representatives" include but are not limited to agents, members, Official Contractors, Officers, and/or Board of Directors) 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, SPARGO, Inc., and/or JW Marriott Phoenix Desert Ridge Resort and Spa and their agents, trustees, officers, board members and employees and/or designated representatives ("designated representatives" include but are not limited to agents, members, Official Services Contractors, Officers, and/or Board of Directors) nor their contractors 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.

21. 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 (Wednesday, February 23 – Friday, February 25, 2022) 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, SPARGO, Inc., JW Marriott Phoenix Desert Ridge Resort and Spa and their agents, trustees, officers, board members and employees 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. 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 (Wednesday, February 23 – Friday, February 25, 2022), 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, SPARGO, Inc., JW Marriott Phoenix Desert Ridge Resort and

Spa and their agents, trustees, officers, board members and employees 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. 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.

ii. In addition to including ASTRO, SPARGO, Inc., JW Marriott Phoenix Desert Ridge Resort and Spa and their agents, trustees, officers, board members and employees 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 ASTRO 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. 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.

22. 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.

23. Damage to the JW Marriott Phoenix Desert Ridge Resort and Spa

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 JW Marriott Phoenix Desert Ridge Resort and Spa, 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 JW Marriott Phoenix Desert Ridge Resort and Spa, 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.

24. 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 JW Marriott Phoenix Desert Ridge Resort and Spa.

25. 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 via email at meetings@astro.org.

All booth catering must be purchased through the exclusive JW Marriott Phoenix Desert Ridge Resort and Spa 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.

26. 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.

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

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

27. 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.

28. 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.

29. 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 85 decibels. ASTRO shall have sole discretion in determining what is noisy, obstructive and/or objectionable and take such action as they deem appropriate.

30. 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.

31. 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.

32. ASTRO Multidisciplinary Head and Neck Cancers Symposium 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.

33. Exhibitor Booth Personnel Badging/Credentialing

Exhibitor Booth Personnel are defined as full-time 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 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.

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 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 two (2) complimentary exhibit booth personnel badges for every purchased booth space. Additional booth personnel badges are available for purchase.

An Exhibitor Booth Personnel badge entitles the holder to admittance into the Exhibit Hall only. Exhibitors may attend educational sessions on a space-available basis. Exhibit Booth Personnel do not receive continuing medical education credits for sessions attended of the registration materials. Exhibitors who would like to receive continuing medical education credits and the registration materials must register as an attendee.

34. 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 2022 Multidisciplinary Head and Neck Cancers Symposium 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 2022 Multidisciplinary Head and Neck Cancers Symposium is strictly prohibited.

35. 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.”

36. 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 JW Marriott Phoenix Desert Ridge Resort and Spa, including but not limited to meeting rooms and public areas at the JW Marriott Phoenix Desert Ridge Resort and Spa (excluding advertising and promotional support opportunities secured and approved directly via ASTRO), in or around the vicinity of the JW Marriott Phoenix Desert Ridge Resort and Spa, at the airport, in or around the vicinity of the official ASTRO hotel and along any path where attendees may walk on their way to the JW Marriott Phoenix Desert Ridge Resort and Spa. Violation may result in expulsion from the Exhibit Hall and the Exhibitor may be prohibited from participating in future ASTRO events.

37. 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.

38. 2022 Multidisciplinary Head and Neck Cancers Symposium Show Logo

Exhibitors may be able to use the 2022 Multidisciplinary Head and Neck Cancers Symposium show logo provided that advance written permission is received from ASTRO. Exhibitors who would like to use the 2022 Multidisciplinary Head and Neck Cancers Symposium show logo or have questions regarding ASTRO's logo usage policy must contact permissions@astro.org.

39. 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 policy as indicated in Section 36 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.

40. 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. Exhibitors who elect to rent a lead retrieval system from SPARGO, Inc. understand and agree that the rental of this system is for the sole purpose of collecting sales leads acquired during Exhibitor's participation in the Exhibit Hall. Exhibitor understands that the Exhibitor is the only entity permitted to utilize this lead information for sales follow-up and other marketing purposes. Exhibitor further agrees to prevent duplication, dissemination, transfer or reproduction of the sales leads collected, or any of the information therein, in any form whatsoever. If unauthorized use is

detected, Exhibitor understands that Exhibitor will be prosecuted to the full extent of the law in accordance with the laws of the State of Arizona. 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 Phoenix, AZ. Exhibitor agrees to pay reasonable attorney's fees incurred by ASTRO as a result of any breach of this provision.

41. 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 2022 Multidisciplinary Head and Neck Cancers Symposium "open hours" as follows:

- Wednesday, February 23, 2022: 4:00 p.m. – 6:00 p.m.
- Thursday, February 24, 2022: 7:00 a.m. – 5:15 p.m.
- Friday, February 25, 2022: 7:00 a.m. – 5:30 p.m.
- Saturday, February 26, 2022: 7:00 a.m. – 12:15 p.m.

Exhibitors wishing to host a function in conjunction with the Event must first obtain approval. To obtain approval, Exhibitor must submit a request to hold an Affiliate Meeting or Event and Space Request in writing via email to meetings@astro.org with details such as date, time, anticipated attendance and meeting room preference. Some fees may apply depending on the event.

42. 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.

43. 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. 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.

44. Federal, State and Local Regulations

Fire Regulations

All ASTRO exhibitors must adhere to all guidelines set by the JW Marriott Phoenix Desert Ridge Resort and Spa 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 JW Marriott Phoenix Desert Ridge Resort and Spa Fire Marshal's Office and the Phoenix 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 JW Marriott Phoenix Desert Ridge Resort and Spa and Phoenix 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 JW Marriott Phoenix Desert Ridge Resort and Spa 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.

45. 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.

46. 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 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.

47. 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.