



2023 Multidisciplinary Thoracic Cancers Symposium Exhibitor Rules, Regulation and Policies

The American Society for Radiation Oncology, hereinafter referred to as "ASTRO," has established the following 2023 Multidisciplinary Thoracic Cancers Symposium Exhibitor Rules, Regulations and Policies, hereinafter referred to as "Rules," to protect the integrity of the exhibits in the Exhibit Hall at the 2023 Multidisciplinary Thoracic 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 2023 Multidisciplinary Thoracic 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 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, executive suite/meeting room cancellations, etc. 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 Multidisciplinary Thoracic Cancers Symposium.

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.

CO-SPONSORS:



The minimum exhibit space is a tabletop booth. A tabletop booth consists of one (1) 6-foot draped and skirted table with two chairs. The exhibit space is already carpeted. All exhibits must conform to the 2' x 6' 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 Exhibitor's expense.

All exhibits must be confined to the space limits of the booth as indicated on the floor plan. Equipment, products and 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 Sheraton New Orleans Hotel. 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 Sheraton New Orleans Hotel 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 24, 25, 26, 27, 28, 29, 30, 31, 34, 35 and 36 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 Section 35 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 (furniture, skids, crates, etc., or biological materials) at the close of the Event. Exhibitors must make arrangements to remove 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.

Should an Exhibitor leave exhibit and/or shipping materials behind, Exhibitor will be responsible for any loss or damages and will be billed for any and all costs associated with the removal of Exhibitor's materials from the Sheraton New Orleans Hotel.

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 Multidisciplinary Thoracic Cancers Symposium will be located in the Napoleon Ballroom CD of the Sheraton New Orleans Hotel in New Orleans, LA.

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 teardown/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 or 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 Sheraton New Orleans Hotel, 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.

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 or Event name. Notwithstanding anything to the contrary in this Agreement, Exhibitor acknowledges and agrees that if ASTRO Show Management elects to rename, 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.

18. Cancellation

A. By Exhibitor

100% of the total space rental fee will be retained for cancellations. All cancellations must be made in writing.

B. By ASTRO

Individual Exhibit Booth Space may be canceled 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 the reputation of ASTRO or its Annual Meeting, in ASTRO's sole discretion.

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 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 Multidisciplinary Thoracic Cancers Symposium 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.

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 SPARGO, Inc., and their agents, trustees, officers, board members and employees, as well as the Sheraton New Orleans Hotel and their 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 Sheraton New Orleans Hotel 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.

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, November 29, 2023 – Saturday, December 2, 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 Sheraton New Orleans Hotel, 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.

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, November 29, 2023 – Saturday, December 2, 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 Sheraton New Orleans Hotel, 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 Sheraton New Orleans Hotel, 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](#). 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 Sheraton New Orleans Hotel

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 Sheraton New Orleans Hotel, 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 Sheraton New Orleans Hotel, 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 Sheraton New Orleans Hotel.

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 form via the online submission process in the Exhibitor Resource Center.

All booth catering must be purchased through the exclusive Sheraton New Orleans Hotel 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.

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 October 23, 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

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

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 75 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. Multidisciplinary Thoracic 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 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 7:00 a.m. – 5:15 p.m. on Thursday, November 30, 2023, and 7:00 a.m. – 2:45 p.m. on Friday, December 1, 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.

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 2023 Multidisciplinary Thoracic 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 2023 Multidisciplinary Thoracic 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 Sheraton New Orleans Hotel, including but not limited to meeting rooms and public areas at the Sheraton New Orleans Hotel, in or around the vicinity of the Sheraton New Orleans Hotel and at the airport. 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.

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 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.

38. 2023 Multidisciplinary Thoracic Cancers Symposium Show Logo

Exhibitors may be able to use the Multidisciplinary Thoracic Cancers Symposium show logo provided that advance written permission is received from ASTRO. Exhibitors who would like to use the Multidisciplinary Thoracic Cancers Symposium Show logo or have questions regarding ASTRO's logo usage policy should contact [ASTRO](#).

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 policies as indicated in Sections 36 and 37 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.

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 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 attendee opted to exclude their 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.

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 Multidisciplinary Thoracic Cancers Symposium "open hours" as follows*:

- Wednesday, November 29, 2023: 4:00 p.m. – 6:00 p.m.
- Thursday, November 30, 2023: 7:00 a.m. – 5:15 p.m.
- Friday, December 1, 2023: 7:00 a.m. – 5:00 p.m.
- Saturday, December 2, 2023: 7:00 a.m. – 12:00 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 in writing [via email](#) with details such as date, time, anticipated attendance and meeting room requirements. 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. 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.

44. Federal, State and Local Regulations

Fire Regulations

All ASTRO exhibitors must adhere to all guidelines set by the Sheraton New Orleans Hotel 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 Sheraton New Orleans Hotel Fire Marshal's Office and the New Orleans 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.

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 Sheraton New Orleans Hotel 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 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 violate 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. 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.

48. 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.