



## ELIGIBILITY

Only exhibiting companies who have secured a booth space at the 2020 Multidisciplinary Head and Neck Cancers Symposium are eligible to apply for a slot in the Industry-Expert Theater, subject to availability and adherence to all published 2020 Multidisciplinary Head and Neck Cancers Symposium Industry-Expert Theater Contract Terms and the 2020 Multidisciplinary Head and Neck Cancers Symposium Exhibitor Rules, Regulations and Policies ("Rules") available online, as existing on the date hereof and as the same may be amended or changed, hereinafter referred to collectively as "Industry-Expert Terms and Rules" and incorporated herein by reference. In the event of any change in the Industry-Expert Terms and Rules, the most up-to-date versions, available online, will be controlling.

In the event a company reserves a booth at the 2020 Multidisciplinary Head and Neck Cancers Symposium but does not make full payment of booth space by February 5, 2020, cancels prior to the 2020 Multidisciplinary Head and Neck Cancers Symposium or is a no-show in the Exhibit Hall, permission to hold the Industry-Expert Theater will be revoked. This policy will be strictly enforced and any violation(s) will result in the cancellation of the Industry-Expert Theater as well as forfeiture of Industry-Expert Theater fee and liability for other fines and damages, and may jeopardize future participation at meetings.

## APPLICATION, PAYMENT AND CANCELLATION

The entire Industry-Expert Theater fee ("Fee") is due from the exhibitor ("Exhibitor") with submission of the Application and Contract for an Industry-Expert Theater ("Contract"). All charges for the Industry-Expert Theater must be paid in full in U.S. funds, drawn on a U.S. bank. Fifty percent of the Fee will be retained for cancellations received on or before February 5, 2020. After February 5, 2020, no refunds will be issued. Further, no refund will be issued if an Industry-Expert Theater is not engaged or used, nor will refunds be made for space used only part of the time. All cancellations must be submitted in writing to Corporate Relations at [corporaterelations@astro.org](mailto:corporaterelations@astro.org), 2020 Multidisciplinary Head and Neck Cancers Symposium Show Management, 251 18th Street South, 8th Floor, Arlington, VA 22202. Show Management reserves the right to cancel the Industry-Expert Theater if less than two companies have secured a time slot. In such instances, Show Management will only be liable to refund fee paid by Exhibitor.

Upon acceptance of Application and Contract for an Industry-Expert Theater and receipt of full payment, a confirmation letter will be issued to the Exhibitor detailing the Industry-Expert Theater assignment and the date and time that the Exhibitor shall have access to the Industry-Expert Theater space ("Space").

## SCHEDULING

Industry-Expert Theaters are limited and will be assigned on a first-come, first-served basis. Available time slots can be found on the Application and Contract for an Industry-Expert Theater. Time slots are subject to change at any time.

## PROVIDED SERVICES

The following services are included in the cost of the Industry-Expert Theater:

*Industry-Expert Theater meeting space includes seating for 180 people. (Please note, this number is not guaranteed attendance. ASTRO is not responsible for the amount of persons in attendance at the Industry Expert Theater.)*

- Assignment of day and time.
- One complimentary Pre-show Attendee mailing list, to order this list please contact Nicki Froats at [nicole.froats@astro.org](mailto:nicole.froats@astro.org)  
*(The list is for a one-time use only. Due to privacy reasons, we do not include email addresses or phone numbers in the lists.)*
- Industry-Expert Theater listed in the Pocket Program and on the Symposium website.
- Program signage outside of the Industry-Expert Theater.
- Audio visual equipment to include:
  - ▶ One LCD projector.
  - ▶ One screen.
  - ▶ One podium microphone.
  - ▶ One aisle microphone.
  - ▶ Sound amplification and mixer system.
  - ▶ VGA switcher.
  - ▶ One set-up technician

*Expenses for additional services incurred beyond what is provided may be acquired through Projection, the official and exclusive AV provider, at the expense of the IET provider.*

Exhibitor may provide supplemental catering at their own expense through the official caterer at the Westin Kierland for participants in the Industry-Expert Theater. Distribution of alcoholic beverages is strictly prohibited within the Space.

## LOGISTICS

The Exhibitor shall be solely responsible for the management of the logistics of their Space and for payment of additional costs related to the Space including but not limited to supplemental catering and audio visual equipment, electrical, internet, phone, etc. Show Management does not provide logistical support for the Space apart from those services listed in the section "Provided Services."

## LIMITATION OF LIABILITY

The Exhibitor shall be fully responsible for all claims, liabilities, losses, damages or expenses relating to or arising out of any injury to any person or any loss of or damage to any property where such injury, loss or damage is incident to, arises out of or is in any way connected with the Exhibitor's use of or participation in the Industry-Expert Theater; and the Exhibitor shall protect, indemnify, hold harmless and defend the American Society for Radiation Oncology (ASTRO), American Society of Clinical Oncology (ASCO), American Head and Neck Society (AHNS), and Society for Immunotherapy Cancer (SITC) and its officers, directors, agents and employees ("Show Management") from and against any and all such claims, liabilities, losses, damages and expenses (including costs of defending against such); provided that the foregoing shall not apply to any injury, loss or damage caused by or resulting from the willful misconduct of Show Management or one or more of its officers, directors, agents or employees. The Exhibitor further waives any claim against Show Management or its officers, directors, agents or employees arising out of the oral or written publication or republication of any statement made in connection with the 2020 Multidisciplinary Head and Neck Cancers Symposium by anyone who is not an employee of Show Management concerning the Exhibitor's Industry-Expert Theater, products or services.

In case any part of the Exhibitor's Industry-Expert Theater is destroyed or damaged so as to prevent Show Management from permitting an Exhibitor to occupy assigned space during any part or the whole of the Space period, or in case occupancy of assigned Space during any part or the whole of the Space period is prevented by a strike, an act of God, a national emergency or other cause beyond the control of Show Management or Exhibitor, then the Exhibitor will be charged for the Space on a prorated basis only for the period during which Show Management is able to provide Exhibitor access to occupy the assigned Space.

## SECURITY AND INSURANCE

The Industry-Expert Theater will not be secured. Show Management shall not be liable for damage or loss to Exhibitor's property, nor shall Show Management be liable for any injury that may occur in the Industry-Expert Theater area. The Exhibitor shall, at its sole cost and expense, procure and maintain through the term of this Contract, comprehensive general liability insurance against claims for bodily injury or death and property damage and loss occurring in or upon, or resulting from,



## 2020 INDUSTRY-EXPERT THEATER CONTRACT TERMS

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arising out of or related to the premises leased by ASTRO. Such insurance shall include contractual liability and product liability coverage, with a minimum \$1,000,000 per occurrence/\$2,000,000 aggregate coverage. Such insurance shall name ASTRO, SPARGO Inc., Global Experience Specialists (GES) and/or their employees and/or designated representatives ("designated representatives" to include but are not limited to agents, members, Official Contractors, Officers, and/or Board of Directors), and 2020 Multidisciplinary Head and Neck Cancers Symposium therein as additional insured (with no limitations), and the Exhibitor shall upon request provide ASTRO and/or SPARGO Inc. with a current insurance certificate so indicating. Exhibitor's Workers Compensation and Occupational Disease insurance shall be in full compliance with all federal and state laws, covering all of Exhibitor's employees engaged in the performance of any work for Exhibitor. All property of the Exhibitor is understood to remain under its custody and control in transit to, during the Event and from the confines of the Space.

### PHOTOGRAPHY, VIDEOTAPING AND RECORDING

All photography, filming, taping, recording, reproducing, imaging, or capturing in any medium now known or hereafter devised, including via the use of a tripod-based equipment or mobile devices, hereafter referred to as "Capturing," of the Industry-Expert Theater Space, content, material, presentation, attendees or exhibitors, including any display or equipment, must be approved in advance by Show Management. Only the Official Photographer may perform Capturing in the Industry-Expert Theater Space and Exhibit Hall unless approval is granted by Show Management.

### PROMOTIONAL AND MARKETING MATERIALS

All promotional and marketing materials must contain the following statement: "The Industry-Expert Theater content and views expressed therein are those of the Exhibitors and not of Show Management. This Industry Expert Theater is held in conjunction with the 2020 Multidisciplinary Head and Neck Cancers Symposium but the content is independent of the meeting."

### USE OF SOCIETY NAMES AND LOGOS

- **ASTRO**, the name American Society for Radiation Oncology and the ASTRO logo are registered trademarks of the American Society for Radiation Oncology.
- **ASCO**, the name American Society of Clinical Oncology and the ASCO logo are registered trademarks of the American Society of Clinical Oncology.
- **AHNS**, the name American Head and Neck Society and the AHNS logo are registered trademarks of The American Head and Neck Society.
- **SITC**, the Society for Immunotherapy of Cancer, and the SITC logo are registered trademarks of the Society for Immunotherapy of Cancer.

It is understood that the above sponsoring organizations own all rights, title, and interest in and to their respective trademarks, patents, copyrights, marks, symbols, names, logos, registered words or depiction whether or not the same are covered by copyright, trademarks or patents. Except as explicitly indicated in these guidelines, use of the aforementioned in conjunction with advertisements, promotional materials, endorsements, statements, contests and/or awards of any kind is prohibited. Violators may be subject to such civil and criminal penalties as provided by federal and state laws. Further, names and acronyms may not be used in any website address promoting the ISS.

Exhibitors may be able to use the 2020 Multidisciplinary Head and Neck Cancers Symposium show logo provided that advance written permission is received from Show Management. If you would like to use the 2020 Multidisciplinary Head and Neck Cancers Symposium show logo or have questions regarding Show Management's logo usage policy, please contact [permissions@astro.org](mailto:permissions@astro.org).

### ATTENDANCE

ASTRO does not guarantee audience size and shall not be held responsible if attendee numbers are lower than original projections. All marketing besides what is listed under "Provided Services" is the responsibility of Exhibitor. No refunds will be provided due to low attendance.

### DISTRIBUTION OF PRINTED MATERIALS

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 and inside the Industry-Expert Theater during the Exhibitor's assigned time slot. Advertising, marketing, signage, promotional activities and/or materials may not be displayed or distributed within a 15-mile radius of the Westin Kierland Resort and Spa, including but not limited to meeting rooms and public areas at the Westin Kierland Resort and Spa (excluding advertising and promotional support opportunities secured and approved directly via Show Management), in or around the vicinity of the Westin Kierland Resort and Spa, at the airport, in or around the vicinity of any official hotels and along any path where attendees may walk or shuttles may pass on their way to the Westin Kierland Resort and Spa.

To ship printed materials to your Industry-Expert Theater, please contact [Nicki Froats](mailto:Nicki.Froats@astro.org) at 703-839-7390 for the on-site mailing address and label information.

### POLICIES

Exhibitor agrees to adhere to the *2020 Multidisciplinary Head and Neck Cancers Symposium Exhibitor Rules, Regulations and Policies* that are available online at [www.astro.org/hnrules](http://www.astro.org/hnrules) and including, but not limited to:

1. The Exhibitor's activities must be confined to the Space. The Exhibitor may not enter another company's Industry-Expert Theater without invitation.
2. The Exhibitor may not affix any materials to the walls of the Space. Any damage to the Industry-Expert Theater or the facility property through the carelessness, negligence or misconduct of the Exhibitor, its employees, agents or invitees must be paid by the Exhibitor. Trash produced as a result of giveaways, etc., must be maintained in the Space and removed at the Exhibitor's expense.
3. All materials furnished by the Exhibitor to be used in the Space must be in accordance with the Scottsdale Fire Department's fire code and regulations. All electrical wiring must conform to local codes and regulations.
4. The Westin Kierland Resort and Spa is in compliance with the Americans with Disabilities Act regulations. The Exhibitor is responsible for compliance with the ADA within the Space. Failure to comply with the ADA is a serious matter and may involve litigation or fines.
5. The use of music, flashing lights, dancers or mimes or other entertainment similar to this in nature is not permitted in the Exhibitor's Space. Helium balloons, glitter and confetti are prohibited.
6. The Exhibitor is responsible for the orderly conduct of the persons in their Space. Show Management has the right to remove disorderly persons.
7. Children under the age of 18 will not be allowed in the Exhibitor's Space at any time.
8. Show Management has the right to refuse an Exhibitor on the grounds of unethical or uncooperative behavior, infraction of Industry-Expert Terms or Rules, or other noncompatibility with the event. Show Management reserves the absolute right to regain possession of any Space by refunding to the Exhibitor the prorated amount paid for the Space.

### NON-COMPLIANCE

Violation of any terms of the Contract may result in Exhibitor being ineligible for a "preferred" booth space or an Industry-Expert Theater for the following meeting, expulsion from the Exhibit Hall and/or Space, loss of all priority points earned in 2020 and forfeiture of Fee and liability for other fines and damages.

### AMMENDMENT

Show Management reserves the right to amend or change any of Industry-Expert Terms or Rules. In the event of any change to the Industry-Expert Terms or Rules, the most up-to-date versions, available online, will be controlling.

Fax Application and Contract for Industry-Expert Theater to Corporate Relations at 703-286-1571 or email to [corporaterelations@astro.org](mailto:corporaterelations@astro.org).