

Exhibit Rules and Regulations

The purpose of all exhibits is to provide members and guests with information and explanations concerning medical related products and services.

The following rules and regulations have been established to govern exhibitors and ensure a professional atmosphere for our attendees and exhibitors. They have been formulated in the best interest of the exhibitor, and we respectfully ask for full cooperation from each exhibitor. It is imperative that all exhibitors, exhibit designers, communications, and marketing firms, and other third parties acting on an exhibitor's behalf are aware of and adhere to the Council of Medical Specialty Societies (CMSS) rules and regulations. Exhibitors understand that when applying for exhibit space they are bound by the rules and regulations that appear in the exhibitor prospectus.

Upon receipt of Exhibit Space Application, the CMSS assumes that you have read the terms outlined below and agree to abide by these terms. Application is subject to acceptance by CMSS. Written confirmation will be sent upon receipt of Application and full payment.

ELIGIBILITY TO EXHIBIT

The meeting is intended for those companies that are related to the profession. Companies involved in providing education, supplies, and services to the medical profession, pharmaceuticals, instrumentation, practice management, publications, computer software, and so on. CMSS reserves the right to determine the eligibility of any applicant as an exhibitor according to its Principles of Governing Corporate Support.

All products must be directly related to the practice of medicine and approved by CMSS in its sole and absolute discretion. Exhibitors shall not display products or services other than those described in the application and approved by CMSS.

A product that is an "investigational device or drug" must be clearly marked as such. Exhibitors must ensure that with respect to all such devices or drugs only permissible preapproved dissemination of scientific and educational information is provided at the exhibit and that appropriate disclosure and cautionary notices are included with the devices or drugs.

An exhibitor shall not in any manner directly or indirectly imply that CMSS endorsement or approval of the exhibitor's product or service has been given merely because CMSS approved such product or service for display as an exhibit.

Applications deemed ineligible by CMSS will be returned with full payment.

EXHIBIT DATES

Spring Meeting - The exhibits will be open on Wednesday, April 19 and Thursday, April 20. Attendees will have access to your company information during the designated times listed on the agenda. **Fall Meeting** - The exhibits will be tentatively held on Thursday, November 9 and Friday, November 10. Attendees will have access to your company information during the designated times listed on the agenda.

EXHIBIT ONLY FEES

Tabletop exhibit only fee is \$4,000 and includes:

- One 6' skirted table, two chairs, and one wastebasket
- Two complimentary registrations
- Company name, logo, description, hyperlinks on CMSS Website; 4) one full page advertisement in electronic or printed program.

NON-PROFIT RATE - The non-profit rate is \$2,000.

CANCELLATION POLICY

Spring Meeting - Cancellations must be received by CMSS in writing. A full refund is available if cancellation notification is received before Friday, March 17, 2023. A fifty percent (50%) refund will be issued if cancellation notification is received between March 18 and April 3, 2023. No refunds after April 3, 2023. **Annual Meeting** - Cancellations must be received by CMSS in writing. A full refund will be issued if cancelled before Wednesday, October 18 and a 50% refund will be issued if cancelled between October 19 and October 31, 2023. No refunds after October 31, 2023.

PAYMENT TERMS

Exhibit Space only payment in the amount of \$4,000 per tabletop display must accompany the application. No applications will be processed without remittance of payment. CMSS will charge credit cards the full \$4,000 per tabletop display requested for the 2023 CMSS Spring Meeting or the 2023 Annual Meeting. A 50% deposit is required for all Spring Meeting applications. All applications received after Friday, March 17 must include full payment. No application will be processed without full payment after this date. Full payment is due by Monday, April 3. If payment is not received by this date, the booth will be placed on hold until full payment has been received. For the Annual Meeting applications received after Wednesday, October 18, 2023, must include full payment. No application will be processed without full payment. A 50% deposit is due with your application. If full payment is not received by Wednesday, October 18, 2023 your booth will be placed on hold until full payment has been received.

ADVERTISEMENT & MARKETING OPPORTUNITIES

CMSS will be offering limited advertising and marketing opportunities on a first come first served basis. Please visit the website for further information.

EXHIBITOR REGISTRATION

Each exhibiting company is allotted complimentary registrations based on Industry Partner level. Exhibit Only includes 2 complimentary registrations. Substitutions are permitted when processed through CMSS registration. Additional registrations cost \$750 per person and provide access to all sessions. See the application for details.

COMPANY DESCRIPTION FOR CMSS WEBSITE

Each company will receive a Company Description form to complete for the CMSS website. The form will include instructions and the deadline date.

EXHIBITOR EVENTS

Limited opportunities are available to host satellite symposia during the meeting. For details, contact Judy Hambrick at jhambrick@cmss.org.

CMSS LOGO

Use of the CMSS logo on signs or materials distributed is prohibited without the written consent of CMSS. The use of logos, seals of approval, trademarks, or other similar property rights that are in disuse may not be used in connection with any product or service or advertising material displayed or disseminated at the exhibit.

FOOD AND DRUG ADMINISTRATION (FDA)

All medical devices or pharmaceuticals exhibited must have fulfilled all applicable FDA regulations.

Exhibitors are reminded that the FDA generally prohibits the advertising or other promotion of investigational or unapproved drugs and devices. The FDA also forbids the promotion of approved drugs or devices for unapproved uses. Unapproved Class III devices may be displayed only if they are the subject of an effective investigational device exemption (IDE). Class I or II devices that have not been approved by the FDA may be displayed only if they are the subject of a pending 510(k) premarket notification application. Any investigational product (including any product subject to a pending 510(k) that is displayed or graphically depicted within the exhibit must contain only objective statements about the product; contain no claims of safety, effectiveness, or reliability; contain no comparative claims to other marketed products; display the statement "Caution: Investigational Devices. Limited to Investigational Use" in prominent size and placement; and not be sold or be the subject of order taking or name gathering until approved.

Signage that is easily visible is to be placed near the devices themselves and on any graphics depicting the device stating: "This device is not cleared by the FDA for distribution in the United States" or "This device is limited by Federal Law for investigational use only.

GIVEAWAYS

Exhibitors are permitted to offer giveaway/raffles in their booth. Individual gifts in the general range of \$100 are acceptable. No gifts over \$100 are permitted. Exhibitors must follow the AMA Guidelines on Gifts to Physicians from Industry. Any gifts accepted by physicians individually should primarily entail a benefit to patients. Accordingly, textbooks, modest meals, and other gifts are appropriate if they serve a genuine educational function. Cash payments may not be offered. Exhibitors are solely responsible for notifying any winners, and alcohol is not permitted as a prize.

PRE-ATTENDEE LIST

Exhibitors will be provided with one copy of the 2023 Annual Meeting pre attendee list free of charge. The list includes mailing addresses and email addresses for attendees who authorize CMSS to release their information to exhibitors.

RESTRICTIONS IN OPERATION - Contractual Considerations

CONFIDENTIALITY

CMSS and Exhibitor, on behalf of themselves and their respective agents and employees, agree not to use or disclose at any time any confidential information of the other party or its affiliated groups, unless expressly authorized in writing and/or required by law. Both parties acknowledge that the obligations undertaken in this Section will survive the termination or expiration of this Agreement.

EXHIBITOR REGISTRATION AND ACCESS TO SESSIONS

All exhibitors must register to participate in CMSS 2023 Spring or Annual Meeting. Exhibitors receive full access to the sessions with registration. Details for exhibitor registration for Spring Meeting will be available in February 2023.

FORCE MAJEURE

The performance of this Agreement by either party is subject to acts of God, war, government regulation, disaster, fire, epidemic, threatened or imminent strikes, civil disorder, curtailment of transportation facilities, threats, or terrorist attacks, or other similar occurrence beyond the control of the parties, making it illegal, impossible, or commercially impractical to continue the Exhibits or fully fulfil the terms of this Agreement. This Agreement may be terminated, or performance may be excused without penalty, for any one or more of such reasons by written notice from one party to the other.

INDEMNIFICATION AND INSURANCE

Each party agrees to indemnify and hold harmless the other, its agents, and employees from and against all claims, liabilities, and expenses, including reasonable attorneys' fees, arising from acts, omissions, or breach of this Agreement by the party or its agents or employees. The parties shall each maintain appropriate and sufficient insurance to cover their obligations under this Agreement.

LICENSE OF INTELLECTUAL PROPERTY

CMSS and the Exhibitor are each the sole owner of all right, title, and interest to CMSS' and the Exhibitor's respective information, including such party's logo, trademarks, trade names, and copyrighted information, unless otherwise provided (collectively, "Intellectual Property"). CMSS and the Exhibitor each hereby grant to the other a limited, non-exclusive license to use certain of the granting party's Intellectual Property, including names, trademarks, and copyrights, in connection with promotion of the Exhibit Program.

LIMITS IN LIABILITY

In no event shall CMSS be liable to the Exhibitor for more than the amount paid under the Agreement.

RELATIONSHIP OF THE PARTIES

CMSS and Exhibitor agree that this Agreement is not intended to create any partnership, agency, joint venture, or employer/employee relationship of any kind. Both parties agree not to contract any obligations in the name of the other or to use each other's credit in conducting any activities under this Agreement. The parties agree that exhibiting does not constitute CMSS official endorsement, guarantee, acceptance, or approval of Exhibitor, its services, products, programs, or activities.

TERM AND TERMINATION

This Agreement is effective as of the date of last signature, and will terminate (i) upon conclusion of the post promotion of the Exhibits, or (ii) upon the occurrence of a material breach (including failure to make timely payments) by either party if such breach is not cured within thirty (30) days after written notice of such breach is received, or (iii) upon thirty (30) days' notice by CMSS to Exhibitor, with or without cause. In the event of termination for material breach by CMSS or termination without cause by CMSS, CMSS will refund payments made by Exhibitor. Upon any termination of this Agreement, all rights, and privileges for use of the other party's Intellectual Property shall expire, and each party shall discontinue the use of the other party's Intellectual Property.

MISCELLANEOUS

This Agreement supersedes all prior writings or oral agreements and constitutes the entire agreement between the parties on the subject hereof; it may be amended only by writing clearly setting forth the amendments and signed by both parties. This Agreement is binding on the parties, their successors, and assigns, provided that no party may assign this Agreement without the prior written consent of the other party. Either party's waiver of or failure to exercise any right provided for in this Agreement shall not be deemed a waiver of any further or future right under this Agreement. All notices required or permitted hereunder shall be in writing, sent to the parties at the addresses provided by the parties. This Agreement shall be governed by and interpreted in accordance with the laws of the State of DC.

INTERPRETATION AND APPLICATION OF RULES AND REGULATIONS

All matters and questions not specifically covered by these Rules and Regulations, are subject to the decision of Jacqueline Mitchell, Associate Director of Convention and Meetings, American College of Surgeons, and Judy Hambrick, Exhibits Manager, American College of Surgeons.

EXHIBITS CONTACT

Judy Hambrick, CMSS, 633 N. St. Clair St., Suite 2200 Chicago, IL 60611 Telephone: 312.202.5034 Fax: 312.267.1783
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