

EXHIBITOR RULES & REGULATIONS

All matters and questions not specifically covered by these Rules and Regulations are subject to the decision of the American College of Gastroenterology. Exhibitors agree to comply with all subsequent reasonable rules adopted or changed by the College. Any changes will be provided to exhibitors in writing.

Advertising

The American College of Gastroenterology must approve any use of the ACG logo, ACG 2019 meeting logo, taglines, trademarks or trade names prior to any exhibitor use. The ACG must approve the language in any advertisement which mentions the American College of Gastroenterology. Please contact Elaine McCubbin at emccubbin@gi.org for additional information.

Americans with Disabilities Act

In compliance with the Americans with Disabilities Act, the ACG will make all reasonable efforts to accommodate persons with disabilities. Please contact ACG's VP, Meetings & Exhibitions, Elaine McCubbin at emccubbin@gi.org, no later than August 23, 2019, to make arrangements. Exhibitors are responsible for complying with the ADA requirements within their assigned booth space.

Badge Requests

Exhibitors may request an unlimited number of Exhibit Hall passes at no charge to their company. These badges will only allow company representatives onto the trade show floor. Any exhibitor who wants to attend the scientific sessions must register for the meeting separately.

Set-up badges are available at the meeting registration prior to the Exhibit Hall opening for appointed contractors and staff entering the Exhibit Hall during set-up and dismantling times.

Balloons

The use of balloons as part of the exhibit display or as a giveaway is prohibited.

Booth Design

Inline and corner spaces

Standard in-line and corner booth spaces are 10 feet wide, 10 feet deep, and 8 feet high. Side rails and counters are limited to 4 feet in height. Any obstructions in the front half of the booth cannot exceed the 4 foot height limit. The height for rear wall displays is 8 feet, which is allowed in the back half of the booth space. Corner booths are permitted to eliminate the outside draped side rail.

Island spaces

Each exhibit shall be installed as to not obstruct the view of, or interfere with the exhibits of others. The visual disadvantage created by an island should be no greater than that which would be caused by an in-line space. All display material, including

hanging signs, is restricted to 20' in height and a sufficient "see-through" or "walk-through" area with at least 40% visibility per side must be provided to avoid blocking the view of adjacent exhibits. Should a company's booth be designed in such a way that neighboring spaces are obstructed, the company will be asked to redesign their booth or relocate.

All island exhibit spaces 20' x 20' or larger must submit a booth layout for management and Fire Marshall approval by August 23, 2019. Plans can be submitted to Elaine McCubbin, VP, Meetings & Exhibitions at emccubbin@gi.org.

Booth Relocation

The Management of the American College of Gastroenterology reserves the right to alter the exhibit hall layout at any time. If previously assigned space is relocated, the exhibitor is given 15 days in which to accept the relocation or request a refund.

Cancellation and Reduction Policy

Notice of cancellation or reduction must be received in writing. A service fee of 25% of the total booth cost will apply to any cancellation or space reduction. No refunds will be issued to firms canceling if space cannot be resold or if the trade show floor does not sell out. There will be no refunds whatsoever for space cancelled after **March 16, 2019**. Reductions and cancellations will result in a loss of priority points.

Carpeting and Furniture Requirements

Carpeting is required and is the responsibility of the exhibiting company. The exhibitor may provide carpeting or rent carpeting through the Official Decorator. At 12:00 noon on Sunday, October 27, an inspection will be made of the Exhibit Hall and exhibits that do not have carpeting will be assigned to the Official Decorator for installation and cleaning prior to opening. Charges will be billed to the exhibitor.

Exhibitors are not permitted to carpet outside their booth area without prior permission from the American College of Gastroenterology.

Furniture is not provided with the booth space and is the sole responsibility of the exhibitor.

Catering Guidelines

Exhibitors are permitted to distribute food and beverages within their booth space. All catering items must be ordered through the Henry B. Gonzalez Convention Center (The RK Culinary Group). A menu selection and order form will be included in the Official Exhibitor Service Manual.

Company Descriptions and Logos

Exhibitors will be contacted with their booth confirmation and regarding submission of the company description, logo and contact information. Companies have until August 23rd to submit this information. The descriptions, logos and contact information will

be used in the Official Exhibit Guide distributed onsite during the meeting as well as in the online itinerary planner and the eventScribe® meeting app to assist attendees with navigating the Exhibit Hall.

Conduct of Exhibits

Interviews, demonstrations and the distribution of literature or samples must be made within the booth area assigned to the exhibitor. Canvassing or distributing of advertising matter outside the exhibitor's own booth will not be permitted.

Electrical or other mechanical apparatus must be muffled so noise does not interfere with other exhibitors. Use of microphones, television or other sound aspects of displays, compressed air, gases or other similar media must be confined to the booth area, may not interfere with other exhibitors and are subject to being prohibited by Management, which shall have absolute discretion in its judgment on such matters. Character of the exhibits is subject to approval of the College.

ACG reserves the right to determine the acceptability of applications for exhibit space. The products or services to be exhibited must be of professional or educational interest and related to the field of gastroenterology. The right is reserved to refuse applications of concerns not meeting standards required or expected, as well as the right to curtail exhibits or parts of exhibits that reflect against the character of the meeting. This applies to displays, literature, advertising novelties, souvenirs, conduct of persons, etc. The Management of the American College of Gastroenterology reserves the right to restrict at any time any exhibit deemed undesirable and the Management's decision must be accepted as final in any disagreement between exhibitors.

Exhibit Services / EAC Requirements

The College and Exhibit Management (including exhibit managers, decorators, etc.) make every effort to accommodate exhibitors who prefer to use the services of subcontractors with whom the exhibitor contracts or assigns certain duties. However, it is the Exhibit Management's responsibility to ensure that the Exhibit Hall opens on time and that all regulations are observed. Therefore, the exhibitor acknowledges and assigns to the Exhibit Management the right and discretion to undertake any activities or services, on behalf of the exhibitor and at the exhibitor's expense, which the Exhibit Management believes are needed to meet these requirements, if those activities or services have not been timely provided by the exhibitor or by any subcontractor designated by the exhibitor.

Exhibitor agrees to be financially responsible for any debts incurred either by himself, by his subcontractor(s), or by Exhibit Management on his behalf, both generally and under the specific circumstances noted above. The exhibitor specifically agrees to indemnify the College, exhibition management and their agents and to hold them harmless in any dispute over fees. In the event that a subcontractor fails to make payment to the College, Exhibit Management or any

agent of either for any costs incurred on the exhibitor's behalf, for whatever reason—including bankruptcy of the subcontractor, or payment dispute—exhibitor agrees that such fees are his direct responsibility. Nothing included above shall constitute an obligation upon the College, or Exhibit Management or their agents to arrange for or otherwise provide any activities and services normally the obligation of the exhibitor, and not specifically provided for elsewhere in this Agreement.

Exhibitor designated contractors must carry their own insurance to cover exhibit material against damage and loss, as well as public liability insurance of at least \$1 million per occurrence and \$1 million aggregate against injury to the person and property of others. A certificate of insurance naming the American College of Gastroenterology as additional insured must be received at least 30 days prior to the Exhibit Hall opening.

Exhibitor Service Kit

A complete Official Exhibitor Service Kit from the Official Decorator will be available in July 2019. A link to the Kit will be available on the ACG 2019 meeting website and will be emailed to each exhibitor.

FDA Guidelines

The FDA imposes rules and regulations on some of the products exhibited at healthcare meetings. It is the exhibitor's responsibility to understand and follow the FDA rules and regulations. Specific information may be obtained from the FDA.

Fire Regulations

All materials used in the Exhibit Hall must be flame proofed and fire resistant in order to conform to the local fire ordinances and in accordance with regulations established by the local Fire Department. Crepe paper or corrugated paper, flame proofed or otherwise, will not be permitted. Excelsior or other paper is not to be used in crating merchandise.

Display racks, signs, spotlights and special equipment must be approved before usage, and all displays are subject to inspection by the Fire Prevention Bureau. Any exhibits or parts thereof found not to be fireproof may be dismantled. All aisles and exits must be kept clear at all times, and fire stations and fire extinguisher equipment are not to be covered or obstructed.

Giveaways and Promotional Items

The American College of Gastroenterology requires approval for giveaways. A giveaway approval form will be included in the Official Exhibitor Kit. All exhibitors planning to give away products, novelties, souvenirs or any other item other than company literature are required to complete the form.

Hospitality Suites

Only those companies participating in the commercial exhibit program will be allowed to conduct hospitality suites in San Antonio. Suites are limited to hospitality and may not be used to display products or services. These hospitality suites may not

be open or advertised to be open at times that conflict with official functions of the College such as scientific sessions or College sponsored social functions (including exhibits).

Independence of ACG CME Education in Accordance with ACCME Requirements

The ACG and the exhibiting company agree to the following conditions:

- ▶ **Arrangements for commercial exhibits** or advertisements cannot influence planning or interfere with the presentation, nor can they be a condition of the provision of commercial support for CME activities.
- ▶ **Product-promotion** material or product-specific advertisement of any type is prohibited in or during CME activities. Live (staffed exhibits, presentations) or enduring (printed or electronic advertisements) promotional activities must be kept separate from CME activities.
- ▶ **For live, face-to-face CME**, advertisements and promotional materials cannot be displayed or distributed in the educational space immediately before, during, or after a CME activity. Providers cannot allow representatives of Commercial Interests to engage in sales or promotional activities while in the space or place of the CME activity.
- ▶ **The ACG educational program/CME activity**, during which exhibits are conducted in a separate area, is intended for scientific and educational purposes and will not directly or indirectly promote the company's products.
- ▶ **In compliance with the ACCME Standards for Commercial Support**, no honoraria or reimbursements will be paid directly by a commercial interest to a presenter, planning committee member or author.
- ▶ **ACG and the exhibiting companies agree** to abide by all of the requirements of ACCME's Standards for Commercial Support of Continuing Medical Education.

Interpretation

All matters and questions not specifically covered by these Rules and Regulations are subject to the decision of the American College of Gastroenterology. Exhibitors agree to comply with all subsequent reasonable rules adopted or changed by the College. Any changes will be provided to exhibitors in writing.

Liability and Insurance

Exhibitor assumes entire responsibility and hereby agrees to protect, indemnify, defend and hold the American College of Gastroenterology, and their employees and agents harmless against all claims or fines and attorney's fees arising out of or caused by Exhibitor's installation, removal, maintenance, occupancy or use of the exhibition premises or a part thereof, excluding any such liability caused by the sole negligence of the American College of Gastroenterology, the Henry B. Gonzalez Convention Center, their employees and agents.

In addition, Exhibitor acknowledges that the American College of Gastroenterology and the Henry B. Gonzalez Convention Center do not maintain insurance covering Exhibitor's property and that it is the sole responsibility of the Exhibitor to obtain business interruption and property loss/damage insurance covering such losses by the Exhibitor.

Labor

Labor must be used in accordance with local union requirements in the erection and dismantling of exhibits. Exhibitors utilizing firms other than the Official Decorator are requested to notify the American College of Gastroenterology in writing with the name of the contractor. Those exhibitors will be required to present a Certificate of Insurance from such outside contractors to protect the American College of Gastroenterology against disputes arising from services not performed. The exhibitor agrees that if outside contractors do not perform labor services in a reasonable period of time, the Official Contractor will provide for labor services and the exhibitor will be invoiced accordingly.

Exhibitor designated contractors must carry their own insurance to cover exhibit material against damage and loss, as well as public liability insurance of at least \$1 million per occurrence and \$1 million aggregate against injury to the person and property of others. A Certificate of Insurance naming the American College of Gastroenterology as additional insured must be received at least 30 days prior to the Exhibit Hall opening.

Lead Retrieval

Lead retrieval services are available at ACG 2019. Information will be included in the Official Exhibitor Service Kit and at acgmeetings.gi.org.

Mailing Lists

Exhibitors have the opportunity to request the ACG 2018 attendee list, ACG 2019 pre-registration or ACG membership list. A request form and rules and regulations will be available in the Official Exhibitor Service Kit and online at acgmeetings.gi.org. Mailers must be approved by the ACG prior to receiving the list(s) and must include reference to the company booth space at ACG 2019.

Meeting Room Rental

A limited number of meeting rooms will be made available at area hotels for exhibitor use. It is strongly recommended that requests for meeting space are sent as early as possible as meeting rooms fill very quickly. A request form will be available online at acgmeetings.gi.org and in the Official Exhibitor Service Kit.

Mergers and Acquisitions

Companies that have merged with or purchased another company may use the priority points from either company, whichever is higher, but may not combine the priority point totals. The ACG must be notified by both companies' that the acquisition or merger is complete. Request for transfer of points must also be submitted in writing to the ACG by the parent company.

Mobile and Airport Advertising

ACG must approve all mobile advertising including advertising appearing on taxi-cabs and shuttle buses or advertising appearing at airports servicing the San Antonio area. An advertising fee may apply if permission is granted.

Non-Exhibitors

No firm or organization not assigned space in the Exhibit Hall will be permitted to solicit business within the Exhibit Hall or elsewhere in the Henry B. Gonzalez Convention Center. Exhibitors are requested to inform the College of their knowledge of any such occurrence.

Official Drayage Contractor

Freeman has been designated as the official drayage contractor. The official contractor is responsible for maintaining all in and out traffic schedules at the show site and handling the move-in and move-out of all exhibitors' materials and equipment. Freeman maintains control and has priority at the loading areas at all times.

Official General Service Contractor

General questions regarding any services should be directed to:

Freeman

Tel: (210) 554-2021

Photography and Videotaping

Exhibitors, Attendees, Guests and Media are strictly prohibited from taking still photography, video or audio recording of the Exhibit Hall or any educational session or event of the meeting for publication, rebroadcast or placement on a non-ACG website or print publication without prior written permission from the ACG. Still photography is permitted only for personal, non-commercial purposes, including social media. For more information contact Elaine McCubbin at emccubbin@gi.org. Media should contact ACG at mediaonly@gi.org.

Prizes and Lotteries

Prizes and lotteries are permitted at the ACG Annual Scientific Meeting provided they remain professional in nature. Written permission from the ACG is required. The exhibitor is responsible for any permits, occupational licenses and city/state sales taxes, if applicable. The ACG reserves the right to restrict activities that it deems inappropriate or unprofessional.

Protection of the Convention Center

Exhibitors will be held liable for any damage caused to the Henry B. Gonzalez Convention Center property and no material or matter of any kind shall be posted on, tacked, nailed, screwed or otherwise attached to columns, walls, floors or other parts or portions of the facilities or furnishings. Whatever may be necessary to properly protect the building, equipment or furniture will be installed at the expense of the exhibitor.

If any controversy arises as to the need or propriety, the Convention Center Management will be the final judge thereof and their decision shall be binding on all parties concerned.

Room Drops

The American College of Gastroenterology will offer the opportunity for exhibitors to participate in room drops. Exhibitors may only use the ACG’s official room drop vendor. Individual room drops are strictly prohibited. A room drop rate card with room drop rates and delivery dates will be included on the ACG 2019 meeting website.

Sales and Order Taking

The purpose of the exhibits is to further the education of meeting attendees through product and service displays and demonstrations. Sales and order taking are permitted if transactions are conducted in a manner consistent with the professional nature of the meeting. The ACG reserves the right to restrict sales activities that it deems inappropriate or unprofessional.

All producers of events as well as individual exhibitors and/or other vendors, who conduct sales during an event, are responsible for obtaining the appropriate business license(s) and for paying all applicable state and local taxes.

Please visit: comptroller.texas.gov/taxes for more information.

Security

Security shall be furnished by Management to be on duty in the Exhibit Hall when exhibits are closed, but the safekeeping of the exhibitor’s property shall remain the responsibility of the exhibitor. Exhibitors should not leave valuable materials or equipment on the exhibit floor outside the hours when exhibits are open. If security is required in your booth during or after normal show hours, you may contract directly with ACG’s security contractor for that service. Information and order forms will be included in the Official Exhibitor Services Kit. The American College of Gastroenterology can assume no responsibility for any losses sustained by exhibitors. Complete information regarding drayage will be forwarded with the Official Exhibitor Information Kit after confirmation of space assignment.

Set-Up/Dismantle Details

Installation of Exhibits

Friday, October 25 7:00 am – 5:00 pm
Saturday, October 26 7:00 am – 5:00 pm
Sunday, October 27 7:00 am – 12:00 noon

All exhibit crates must be empty and tagged for storage no later than 2:00 pm on Saturday, October 26.

All large display crates must be removed from the exhibit floor by 5:00 pm on Saturday, October 26, in order for the service contractor to have access to install the aisle carpet.

All installation must be completed by 12:00 noon on Sunday, October 27.

Display space not claimed and occupied by 12:00 noon on Sunday, October 27, may be canceled or reassigned without notification or refund.

Dismantling of Exhibits

Tuesday, October 29 4:30 pm – 10:00 pm
Wednesday, October 30 7:00 am - 2:00 pm

Exhibits must not be dismantled, or be in the process of being removed before 4:30 pm on Tuesday, October 29. Exhibitors dismantling before this time may lose earned priority points. All exhibit materials must be removed from the exhibit areas by 2:00 pm on Wednesday, October 30. If the exhibitor fails to remove their materials from the exhibit area in a timely fashion, the exhibitor shall indemnify, hold harmless and defend the American College of Gastroenterology from and against any and all fees or expenses the College must pay to the Henry B. Gonzalez Convention Center as a result of late removal.

Shipping Information

Ship early, prepay all transportation charges. Collect shipments will not be accepted.

Beginning September 20, 2019, advance warehouse shipments should be labeled and consigned as follows:

ACG

Exhibiting Company Name
Booth#
c/o Freeman
3323 IH 35 North, Suite 126
San Antonio, TX 78219

All shipments should be securely packed and fully prepaid. Bills of lading, showing the number of pieces, description and weight should be forwarded to the drayage agent when shipment is made.

Each exhibitor agrees to ship his material at his own risk and expense. If its services are used, the drayage contractor will store the shipments without charge for 30 days prior to the installation of the exhibit.

The loading area at the Henry B. Gonzalez Convention Center will be under the supervision of FREEMAN. Direct shipments should be labeled and consigned as follows, and delivery may begin on Friday, October 25, 2019:

ACG

Exhibiting Company Name
Booth #
c/o Freeman
Henry B. Gonzalez Convention Center
237 Tower of Americas Way
San Antonio, TX 78205

Signs

A uniformly lettered, two-line decorative sign, 7" x 44", indicating the company name and booth number, will be furnished and properly located at the top of the back of each inline and corner booth. Additional signs for display purposes may be ordered from the Official Decorator.

Island booths are permitted to hang signs from the ceiling, however, they may not exceed the 20' height limitation as measured from the top of the sign to the floor. Inline and corner booths are not permitted to have hanging signs over their booth space.

Staffing

Each exhibit must be fully operational and staffed during the open exhibit hours. All participants affiliated with exhibits must be registered. Exhibitors utilizing firms other than the Official Decorator must obtain exhibitor set-up badges for non-booth personnel to use during set-up and teardown on:

- Friday, October 25** 7:00 am – 5:00 pm
- Saturday, October 26** 7:00 am – 5:00 pm
- Sunday, October 27** 7:00 am – 12:00 noon
- Tuesday, October 29** 4:30 pm – 10:00 pm
- Wednesday, October 30** 7:00 am – 2:00 pm

Everyone must have either an ACG Badge or an Exhibitor Set-up Badge during set-up and teardown. Badges may be picked up at the registration area as follows:

- Friday, October 25** 6:00 am – 5:00 pm
- Saturday, October 26** 7:00 am – 5:15 pm
- Sunday, October 27** 7:00 am – 6:30 pm
- Monday, October 28** 6:00 am – 5:00 pm
- Tuesday, October 29** 6:00 am – 5:00 pm
- Wednesday, October 30** 6:30 am – 12:15 pm

Registration times are subject to change, so please confirm times prior to arrival.

Badges are not to be issued to representatives of leasing companies, financial institutions, publishers, suppliers, vendors, or others who wish to gain admittance for the purpose of making contact other than in your exhibit. An exhibitor may not register any other person eligible for paid registration.

Subletting Space

The subletting, assignment or apportionment of the whole or of any part of his space by any exhibitor is prohibited. No exhibitor may permit any other party to exhibit in his space any goods other than those manufactured or handled by the contract exhibitor, nor permit the solicitation of business by others within his space.

Surveys

Surveys must be conducted within the confines of the exhibit booth space. Exhibit personnel are prohibited from leaving the booth to encourage attendees to complete a survey.

Transportation

ACG prohibits companies from providing attendee transportation. If you have any questions, please contact Elaine McCubbin at emccubbin@gi.org.

Violations

Exhibitors who violate any provision of the official rules and regulations may face penalties commensurate to the severity of the violations. This may include, but is not limited to, loss of priority points, immediate closing of the exhibit without refund and exclusion from future ACG meetings.

Weight Limitations

The weight limit on the floor of the Exhibit Hall is 300 lbs. per net square foot.