

# Exhibitor Rules and Regulations

## Rules and Regulations

The rules and regulations were created for the best interest of the exhibitors, attendees, and the AANS/CNS Section on Disorders of the Spine & Peripheral Nerves Spine Summit (Spine Summit). It is important that each exhibitor abides by these regulations. Failure to comply with any rule set forth may result in the denial of future participation.

## Interpretation of Rules

The following rules and regulations are part of the contract between the exhibitor and the AANS/CNS Section on Disorders of the Spine and Peripheral Nerves (the Association). The Association shall have full power in the interpretation and enforcement of rules and regulations governing exhibitors. All matters not covered in these rules and regulations shall be referred to the Association for adjudication and the decision of the Association shall be final. These rules and regulations may be amended at any time by the Association and all the amendments so made shall be binding upon the exhibitor equally with these rules and regulations, and shall become a part thereof, providing the exhibitor is notified of the amendments. Notice may be verbal or in writing, before or during the 2024 Spine Summit and may be given to any authorized agent or representative of the exhibitor.

## Purpose of Exhibit

The purpose of the exhibits, an integral part of the 2024 Spine Summit educational activity, is to complement the professional meetings and clinical sessions by enabling registrants to evaluate the latest developments in equipment, supplies, and services presented for use by spine and peripheral nerve surgeons. The Association does not in any manner endorse any of the products or services related to the exhibits that have been accepted for display and sale during the Spine Summit. The Association reserves the right to determine the eligibility of all exhibit space applicants.

## Product Sales/Solicitation of Orders

The sale of products and services is allowed on the exhibit floor provided such sales are conducted in a professional, business-like manner, in accordance with AANS/CNS Section on Disorders of the Spine and Peripheral Nerve guidelines, and the exhibitor complies with all state and local tax regulations. No signage or advertising of product pricing will be allowed. The Association reserves the right to restrict sales activities it deems inappropriate or unprofessional.

## Market Research

Market research can only be conducted by firms hired by a 2024 Spine Summit exhibitor. With its application for exhibit space, the research company must submit a letter of authorization from its sponsoring company a list of all premiums proposed for distribution. Market research booths must remain open and staffed throughout the Spine Summit. All interviews must be conducted within the confines of the booth space—soliciting registrants in the aisles is prohibited. Violations assessed against exhibiting market research companies may also be applied to the sponsoring company.

## Exhibit Booth Assignment

Payment in full is due by November 3, 2023. Submission of an application does not guarantee booth assignment. Booths will be allocated on the following basis: 1. Priority points earned for previous five (5) Meetings, 2. Number of booths requested, 3. Date of receipt of application, 4. Space availability 5. Proximity of competitor companies on the exhibit floor. Exhibitors earn one priority point for each 10' x 10' booth occupied in the last five years. If an exhibitor fails to participate in the meeting in any given year, priority points will be forfeited. Companies that have merged with, been purchased by, or have purchased another company may use the exhibit history from either company, but not the combined history of both companies. The Association should be notified in writing that the acquisition or merger between companies has been completed and indicate date of completion. If two or more companies request adjacent booth space, or if two or more companies' co-market a product at one booth, exhibit space assignment will be made by averaging the co-marketing companies' points.

## **Space Relocation**

The Association reserves the right to change the exhibit floor plan if conflicts arise regarding space requests or conditions that are beyond the Association's control. The Association reserves the right to relocate exhibitor demonstrating loud apparatus or conducting odor-producing activities in Association reserves the right to determine at what point sound or odor interferes with others and must be discontinued. The Association reserves the right to relocate an exhibitor at any time with the understanding that if the exhibitor does not risk removal from the Exhibit Hall without notice and without obligation on the part of the AANS/CNS Section on Disorders of the Spine and Peripheral Nerves for any refund whatsoever. The Association reserves the right to expel or refuse admittance to any representative whose conduct is, in its opinion, not in keeping with the character and/ or spirit of the Spine Summit. Exhibit personnel may not enter another exhibitor's booth without obtaining permission. Linger in the aisles surrounding another exhibitor's booth for the purpose of obtaining product information or distracting booth personnel is strictly prohibited and may be cause for expulsion. Exhibitors may not sell any food or beverage on the exhibit floor without prior permission from the Spine Summit office. Distribution of any literature outside of an exhibitor's own space is prohibited. No procedures may be performed on any live tissue on the exhibit floor. Exhibitors may not leave their booth unattended for an extended period of time. Exhibitors are not permitted to dismantle prior to 4:00pm on February 23, 2024. Dismantle prior to this time will result in the loss of current year priority points.

## **Booth Space Reductions or Cancellations**

All requests for cancellation of space must be received in writing to [pswift@aans.org](mailto:pswift@aans.org). If space is reduced, the net reduction of space will be treated as a cancellation of space. If Show Management receives a written request for cancellation of space on or before October 13, 2023, the exhibitor will be liable for 50% of the total cost of space canceled. There are no refunds for cancellations after October 13, 2023. In the event that the 2024 Spine Summit is rescheduled, or the in-person meeting transitioned into a virtual event due to federal, state, or city restrictions; exhibitors will be rolled over to the rescheduled or redesigned 2024 Spine Summit experience. Same cancellations will apply.

## **Subletting of Space**

The subletting, assignment, or apportionment of the whole or any part of an exhibitor's space by the exhibitor is prohibited. Exhibitors may not advertise or display goods in their exhibit other than those manufactured or sold by them in the regular course of their business. Exhibitors may not permit any other party to exhibit in their space any goods other than those manufactured or distributed by the contracting exhibitor.

## **Linear Booths**

All linear booths will be equipped with an 8' high back drape, 3' high side rails, and a 7" x 44" identification sign displaying the exhibitor's name and booth number. Linear booths must not exceed 8' in height unless located at the hall perimeter—such booths may be 12' in height. Any construction that exceeds the 3' high side rail dividers shall not extend more than half the distance from the back wall of the exhibit, nor will any display be allowed to limit or otherwise interfere with other exhibits.

## **Exhibit Booth Construction and Arrangement**

All exhibits must be confined to the spatial limits of their respective booth(s) as indicated on the floor plan and all equipment, products, or materials to be shown or demonstrated must be placed within the exhibitor's contracted exhibit space in order to ensure attendees viewing the exhibit will stand within said space, not in the aisles. All exposed parts of displays must be finished so as to present an attractive appearance when viewed from the aisles or from adjoining exhibits. If other exhibitors or the Association object to any exposed portions of a display, the exposed portions will be draped by the Association and billed to the exhibitor. All tables used in an exhibit space must be skirted.

## **Hanging Signs and Banners**

No signs, parts of exhibits, or any other exhibit material are to be suspended from or attached to the ceiling or walls of the Exhibit Hall in any manner. All booth identification must be part of the physical structure of the booth itself.

## **Fire Regulations**

All material used in the exhibit must be fire-resistant in order to conform to local fire ordinances and in accordance with the regulations established by the hotel.

## **Music Licensing**

Exhibitors must receive relevant licenses from ASCAP and BMI if they plan to present live or pre-recorded music at any time during the meeting. Exhibitors are responsible for obtaining appropriate licenses for any copyrighted music used in connection with their exhibit.

## **Exhibit Booth Conduct**

**The Association reserves the right to approve all exhibits and activities related thereto. The Association may require that an exhibit be curtailed if it does not meet the standards set forth herein, if it reflects against the character of the Spine Summit, or if it exceeds the bounds of good taste as interpreted by the Association. An exhibitor of a questionable exhibit or activity relating thereto must submit a description of the exhibit or activity with the exhibit application for approval.**

## **Non-contracted Exhibit Space**

Any person, or organization not having contracted with the Association for the occupancy of space in the Exhibit Hall will not be permitted to display or demonstrate any products, processes, services, or solicit orders.

## **Demonstration and Liability**

Exhibitions or demonstrations by the exhibitor must be confined within the bounds of the exhibitor's assigned exhibit space and shall not interfere with aisle space. If the premises of the facility are defaced or destroyed by the exhibitor, its agent, or representatives, the exhibitor will be liable to the facility for such amount as shall be deemed necessary for restoration to the previous condition. This Agreement is made and to be performed in Las Vegas and shall be construed in accordance with Nevada law, but not against any party by reason of that party having drafted it. No representative of the Caesars Palace has been or is authorized to make any representation, which varies from the express terms of this contract, though the contract may be supplemented in writing. In any legal action or arbitration or other proceeding brought on account of a breach of any provision of this Agreement or to enforce any provision of this Agreement, the prevailing party shall be awarded its attorney's fees and other cost incurred in such action or proceeding, in addition to any other relief to which it may be entitled. Any modifications or changes to this Agreement must be made in writing and signed by both parties hereto. Any legal action in connection with this Agreement shall be brought forward in Las Vegas.

## **Security**

The Association will provide uniformed security guard service in the Exhibit Hall beginning with the delivery of exhibits to the hall through 4:00 pm, Friday, February 23, 2024, Neither the Association nor Caesars Palace will be held responsible for any loss or damage to the exhibitor's property. Exhibitors must take precautions to protect their property against pilferage.

## **Smoking**

Smoking is prohibited inside the facility.

## **Children**

Children with a badge are invited to explore the exhibit hall, but we are unable to accommodate children under the age of 12 in educational sessions. Children are not allowed on the exhibit hall floor during installation and dismantling of exhibits.

## **Food and Beverage**

Non-alcoholic beverages and food products are permitted in the Exhibit Hall if ordered through the facility. Food and beverages distributed must not conflict with items served at an Association- sponsored event or an event associated with a corporate support opportunity. Information on catering opportunities can be found in the Exhibitor Service Kit. Popcorn is not allowed on the floor.

## **Photography and Video**

Only the official photographer may take photographs in the Exhibit Hall. Details about the official photographer will be included in the Exhibitor Service Kit. Exhibitors may photograph or have their own booth photographed. Videography is not allowed without the written consent of the Spine Summit office.

## **Restrictions**

Booth lighting should be directed to the inner confines of the booth space and should not project onto other exhibits or aisles. Rotating lighting and other specialized lighting effects should be in good taste and not interfere with neighboring exhibitors or otherwise detract from the general atmosphere of the event. Exhibitors who use noisy electrical devices, sound-producing movies, or other devices, which prove objectionable because of noise, odor, or other disagreeable features, must agree to keep the noise and/or odor of such devices at an absolute minimum. Exhibitors with such equipment must agree to accept space assignments, which will abate reasonable objections to these annoyances. X-ray equipment may be exhibited but not operated. Laser equipment may be operated only if the laser is contained within a safety shield.

## **FDA Compliance**

All medical devices exhibited must have fulfilled all applicable Federal Drug Administration (FDA) regulations. Products that are not FDA-approved for a particular use in humans or which are not commercially available in the United States may be displayed only when accompanied by appropriate signs that indicate the device's FDA clearance status. The signs must be easily visible and placed near the device itself and on any graphics depicting the device. Unapproved devices with pending premarket approval (PMA) applications or pre-market notification (510(k)) submissions must display a sign stating "Pending 510(k)/ PMA. This device is not cleared by the FDA for sale in the United States." Unapproved devices without a pending 510(k) or PMA must display a sign stating, "This device is not cleared by the FDA for sale in the United States." Products in the development stage must bear a sign stating "Caution: Investigational device. Limited to investigational use."

## **Handouts and Giveaways**

Distribution of samples of products and souvenirs is permitted. Approval of samples and souvenirs must be obtained by the Association office prior to the meeting. Distribution of such products or souvenirs will be allowed, provided it is done in a dignified manner, does not create a nuisance, and causes no interference with adjoining exhibits. Unapproved items will be removed from the exhibit floor. For approval, please fill out giveaway approval form found in the Exhibitor Service Kit.

## **Contests, Raffles, and Drawings**

Approved contests, drawings, or raffles must comply with all local, state, and federal laws governing such contests, raffles, or drawings, and have prior approval of the exhibits department. The rules must be posted at the booth and include: Eligibility, date, and time of the drawing, the words “No purchase necessary to enter,” odds of winning, how winners are notified, how participants can find out who won, etc. The exhibitor must agree to indemnify the Association, its Board of Directors, employees, and vendors in the event of any claims arising from the operation of the event. The Association must be notified of the winners and when the prize was awarded. The Association reserves the right to restrict contests, drawings, or raffles that it deems inappropriate or unprofessional. Requests for contests, raffles, and drawings must be submitted to the [pswift@ans.org](mailto:pswift@ans.org) for approval by January 22, 2024.

## **Promotional Materials/ Use of Logo**

Any promotional materials advertising your participation in the 2024 Spine Summit or directing attendees to your booth or industry-supported events must be submitted to the Association for approval prior to distribution. The use of the name, insignia, logo, or other identifying marks of the AANS/CNS Section on Disorders of the Spine and Peripheral Nerves may not be used in signs, advertising, or express written permission. The only exception is that exhibitors may reference the 2024 Spine Summit (with overall dates and location) on their materials associated with the Annual Meeting. To prevent any misunderstanding, promotional copy for exhibitor meetings or functions may not be phrased “In conjunction with the AANS/CNS Section on Disorders of the Spine and Peripheral Nerves” or use similar language. By allowing the exhibitor to participate in the Spine Summit, the Association does not endorse, either expressly or by implication, the exhibitor or its goods or services.

## **Awarding of CME**

AANS, as CME provider for the 2024 Spine Summit, is the only organization authorized to grant CME credit for educational activities conducted during the Spine Summit if delivered by an ACCME accredited organization. Companies wishing to provide CME for Satellite Symposia must notify the Association of this intent. No CME credit may be given from any source for activities on the exhibit floor.

## **Insurance**

Exhibitors shall be fully responsible for any claims, liabilities, losses, damages, or expenses of whatever kind and nature relating to or arising from an injury to any person, or loss of or damage to property where such as injury, loss, or damage is incident to, arises out of, or is in any way connected with the exhibitor’s participation in the exhibition. Exhibitors shall protect, indemnify, hold harmless, and defend AANS/CNS Section on Disorders of the Spine and Peripheral Nerves, its officers, directors, agents, members, and employees against all such claims, liabilities, losses, damages and expenses, including reasonable attorney’s fees and cost of litigation, provided that the foregoing shall not apply to injury, loss, or damage caused by, or resulting from, the negligence of the AANS/CNS Section on Disorders of the Spine and Peripheral Nerves, its officers, directors, agents or employees.

Exhibitors should maintain general public liability insurance against claims of personal injury, death, or property damage incident to, arising out of, or in any way connected with their participation in the 2024 Spine Summit, in the amount of not less than one million dollars (\$1,000,000) for personal injury, death, or property damage in any one occurrence. Such insurance should include coverage of the indemnification obligations of exhibitors under the policy and procedures and should cover AANS/CNS Section on Disorders of the Spine and Peripheral Nerves as an additionally named insured. Each exhibit company is responsible for obtaining, for its protection and at its expense, such property insurance for its exhibit and display materials as the exhibitor deems appropriate. Any policy providing such property insurance must contain an express waiver by the exhibitor's insurance company of any right of subrogation as to any claims against the AANS/CNS Section on Disorders of the Spine and Peripheral Nerves, its officers, directors, agents, members or employees. The exhibitor further waives any claim against the AANS/CNS Section on Disorders of the Spine and Peripheral Nerves and its agents, employees, representatives, successors, and assigns, arising out of the oral or written publication of any statement made in connection with the Spine Summit by anyone not an employee of the AANS/CNS Section on Disorders of the Spine and Peripheral Nerves concerning the exhibitor or their exhibit.

If any part of the Exhibit Hall is destroyed or damaged, preventing the AANS/CNS Section on Disorders of the Spine and Peripheral Nerves from permitting an exhibitor to occupy assigned space during part or all of the 2024 Spine Summit, or in the event occupation of assigned space during part or all of the 2024 Spine Summit is prevented by strikes, Acts of God, national emergency, or other causes beyond the control of the AANS/ CNS Section on Disorders of the Spine and Peripheral Nerves, exhibitors will be charged for space during the period it was or could have been occupied; and exhibitors hereby waive any claims against the AANS/CNS Section on Disorders of the Spine and Peripheral Nerves, its directors, officers, agents, members, or employees for losses or damages that may arise in consequence of such inability to occupy assigned space, its sole claim against the AANS/CNS Section on Disorders of the Spine and Peripheral Nerves being a refund of exhibit fees for the period it was prevented from using the space.

### **Industry Corporate Support Events**

Except to hold satellite symposia or social functions, exhibitors must confine their activities with medical attendees to their allotted exhibit space. No entertainment functions, meetings, courses, or social functions may be scheduled to conflict with Spine Summit program hours, activity hours, or exhibit hours. Entertainment and social functions must be in good taste and conform to the purpose of the meeting. The Association should be notified in writing of any special activities (whether entertainment, educational, or promotional in nature) planned by an exhibiting company. Announcements and invitations addressed to members of the medical profession concerning such corporate supported events should clearly indicate the name(s) of the corporate support and must in no manner imply directly or indirectly that the event is a part of, or an official activity of, the Association. Function space held by the Association will be released only to companies exhibiting at the Spine Summit.

### **Satellite Symposia**

Any educational activity designed by or on behalf of industry for attendance by the 2024 Spine Summit attendees is considered a Satellite Symposium, whether CME credit is offered. All such activities are bound by the AANS/ CNS Section on Disorders of the Spine and Peripheral Nerves Guidelines for Satellite Symposia (available online) and subject to Satellite Symposia fees.

### **Americans with Disabilities Act**

Exhibitors are responsible for compliance with the Americans with Disabilities Act for their booth space.

### **Violations**

Any violation of the Rules and Regulations shall subject the exhibiting company to the following penalties:

- First violation: Loss of current year

- Second violation: Loss of one-half accrued points
- Third violation: Loss of remainder of points
- Fourth violation: One-year suspension of exhibit privileges

Disciplinary action will be progressive according to the above sequence. However, a more severe penalty may be levied at the discretion of the Association, without following the above sequence. The Association reserves the right to restrict and/or dismiss at any time any exhibit it deems undesirable. In the event of eviction, the Association will not be liable for any refunds on rental or other exhibit expenses.