

#### **TERMS & CONDITIONS**

#### 1. DEFINED TERMS

- The term "ACC" as used herein shall mean the American College of Cardiology. The term "ACC Management" as used herein shall mean the American College of Cardiology Foundation (ACCF).
- b) The term "Participant" as used herein shall mean a company hosting an Interactive Learning Lab™.

### APPLICABILITY, INTERPRETATION & GOVERNING LAW

- a) These ACC.23/WCC Interactive Learning Lab ("Learning Lab") Guidelines ("Guidelines") are part of the Application & Contract for Learning Lab between the Participant and ACC Management ("Learning Lab Agreement"). ACC Management shall have the authority to interpret and enforce these Guidelines. All matters not covered by these Guidelines are subject to the decision of ACC Management. All decisions so made shall be as binding on all parties as the original Guidelines. The Participant or its designated representative is responsible for familiarizing itself with all Guidelines. The Participant or its representative that fails to observe these conditions or the terms of the Learning Lab Agreement may be ejected from the Learning Lab without refund.
- b) Any claim or cause of action arising out of the Learning Lab Agreement shall be governed exclusively by the law of the District of Columbia without regard to its conflict of laws principles. Any claim or cause of action arising under the Learning Lab Agreement shall be adjudicated exclusively in the local or federal courts of the District of Columbia. The Participant hereby submits to the personal jurisdiction of the courts located in the District of Columbia.

#### AMENDMENTS

These Guidelines may be amended at any time by ACC at its discretion, and all amendments so made shall be binding on the Participant equally with the original Guidelines.

#### 4. ELIGIBILITY

- a) Learning Labs can only be secured by contracted ACC.23/WCC exhibiting companies.
- b) Only exhibiting companies in good standing with ACC Management are permitted to submit an application for a Learning Lab. Exhibiting companies must settle any outstanding balances from current and/or previous ACC events in order for their applications to be considered.
- c) If the Participant cancels or defaults on exhibit space, the contracted Learning Lab will be revoked and cancellation fees will apply, as outlined in these Guidelines.

### 5. REVOCATION

ACC Management reserves the right to revoke the Learning Lab Agreement at its sole discretion.

# 6. CANCELLATION BY ACC

- ACC Management may terminate the Participant's Learning Lab Agreement and/or ACC.23/WCC (or part of it) when ACC Management, in its sole discretion, believes that (a) the premises in which the Exposition is or is to be conducted has become unfit for occupancy, or (b) the holding of ACC.23/WCC or ACC Management's performance under the Learning Lab Agreement is substantially or materially prevented or interfered with by a cause or causes not reasonably within ACC's control. ACC is not responsible for delays, damage, loss, increased costs or other unfavorable conditions that arise as a result of such termination. Furthermore, in the event of such termination, ACC Management may retain such part of the Participant's Learning Lab fees as shall be required to recompense ACC Management for expenses incurred up to the time of such termination or incident to such termination, with no liability for either party to the Learning Lab Agreement. The Participant waives all claims for damages or recovery of payments made, except for the return of the pro-rated amount paid for the Learning Lab less expenses incurred by ACC Management.
- b) The above phrase "a cause or causes not reasonably within ACC Management's control" includes but is not limited to: fire; casualty; flood; epidemic; earthquake; explosion; accident; blockage; embargo; inclement weather; act or threat of terrorism; riot or civil disturbance; strike, lockout, boycott or other labor disturbance; inability to secure necessary labor; technical or personnel failure; lack of or impaired transportation facilities; inability to obtain, condemnation, requisition or commandeering of necessary supplies or equipment or services; orders or restraints imposed by civil defense, military or other types of governmental authorities; or acts of God; or such circumstances making ACC Management's performance impossible or commercially impracticable in its sole discretion.

### 7. WAIVER, ENFORCEABILITY & BINDING NATURE

The rights of ACC Management under the Learning Lab Agreement shall not be deemed waived except as specifically stated in writing by an authorized representative of ACC Management. The Participant further agrees that upon acceptance of the Learning Lab Agreement by ACC Management, with or without appropriate or timely payment of any and all fees, the Learning Lab Agreement shall become binding and enforceable in accordance with its terms. The Learning Lab Agreement will be binding on the Participant's and ACC Management's successors. If any term, clause or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision, and the invalid term, clause or provision shall be deemed to be severed from the Learning Lab Agreement.

# 8. <u>Liability</u>

Participants are liable for any damage caused to Learning Lab floors, walls, columns, or to Learning Lab furnishings and equipment, or to other Participants' property. Participants may not apply paint, lacquer, adhesive or any other coating to building columns and floors, or to Learning Lab furnishings and equipment. The contracted Participant is responsible for all personal and corporate property placed in Learning Lab space.

# 9. <u>INDEMNIFICATION</u>

- a) Each Participant, in making application for a Learning Lab, agrees to protect, indemnify and hold harmless the following parties (including, but not limited to): ACC Management; Ernest N. Morial Convention Center; and Freeman; and their officers, directors, agents, contractors and employees from any and all claims, liability, damages or expenses asserted against them or incurred by them as a result of, or in connection with, any loss of or damage to property, or injury to persons resulting from, arising out of or in any way connected with the negligence, wrongful acts of or breach of contract by the exhibitor or its agents, servants or employees.
- b) Each party involved in the Expo agrees to be responsible for any claims arising out of its own negligence or that of its employees, agents or contractors.

### 10. COMPLIANCE & REJECTION

- a) The Participant agrees that its Learning Lab presentation and related set-up, tear-down and promotional activities shall operate in strict compliance with these Guidelines.
- b) It is the responsibility of the Participant to ensure that all individuals involved with the planning, production, marketing and/or execution of a Learning Lab are aware of and abide by the Learning Labs Guidelines.
- c) ACC Management reserves the right to reject, eject or prohibit any presentation in whole or in part, or any Participant, or its representative, with or without giving cause. If any Participant is ejected for violation of these Guidelines, or for any other stated reason, no return of fees shall be made. In addition, ACC Management reserves the right to limit or prohibit future Learning Lab participation of any company found to be in violation of the Guidelines.

### **ACC.23/WCC INTERACTIVE LEARNING LABS**

### 1. AVAILABILITY

- a) Two sizes of Interactive Learning Labs will be available at ACC.23/WCC: 30'x40' and 20'x20'.
- b) Interactive Learning Labs are offered to participating companies for the duration of the ACC Annual Scientific Session & Expo. They are not available on a per-day or per-hour basis.

#### DEADLINES

- a) 50% of total payment is due by Oct. 14, 2022.
- b) Applications received between Oct. 14, 2022 and Jan. 27, 2023 must be accompanied by 50% of total payment
- c) Balance is due by Jan. 27, 2023.
- d) As of Jan 27, 2023, full payment is required with application.

#### PRICING & PAYMENT

- a) The price of each 30'x40' Interactive Learning Lab is \$53,000
- b) The price of each 20'x20' Interactive Learning Lab is \$42,000
- c) Participants may pay by check, wire transfer and credit card.
  - i) Check—Upon assignment of a Learning Lab, ACC Management will invoice the Participant—50% of the total amount will be due by Oct. 14, 2022, and the balance will be due by Jan. 27, 2023. ACC Management will accept U.S. funds drawn on U.S. banks only. Checks must be mailed to one of the BB&T Lockbox facility addresses listed on the invoice. Do not send checks to the ACC office. Please note "ACC ILL" in the memo field of the check to ensure correct application of funds.
  - ii) Wire transfer— Upon assignment of a Learning Lab, ACC Management will invoice the Participant—50% of the total amount will be due by Oct. 14, 2022, and the balance will be due by Jan. 27, 2023. Wire transfers must cover all applicable fees assessed by both the sending and receiving banks. Please notify the ACC Accounting department via email (Kimberly McKinney <a href="mailto:kmckinney@acc.org">kmckinney@acc.org</a>) when a wire transfer is made
  - iii) Credit Card—Once a signed contract is received, an invoice will be sent with instructions on paying by credit card. ACC Management will charge the credit card 50% of the total amount due by Oct. 14, 2022, and the balance will be charged by Jan. 27, 2023. ACC Management accepts Visa, MasterCard, Discover and American Express
- d) If full payment is not received by Jan. 27, 2023, the Participant will be notified that its assigned Learning Lab has been forfeited and will pay applicable liquidated damages as outlined in the "Learning Lab Cancellation Policy," below.

#### 4. LEARNING LAB ASSIGNMENT

- a) Learning Lab locations will be confirmed by Nov, 30, 2022.
- b) New Learning Lab applicants will be accepted and locations will be confirmed on a first-come, first-served basis.

#### LEARNING LAB CANCELLATION POLICY

As only contracted exhibiting companies may retain Learning Labs, cancellation of exhibit space automatically results in cancellation of Learning Labs. The following cancellation terms apply, regardless of how a Learning Lab is cancelled:

- a) Notification of a Participant's decision to cancel a Learning Lab must be submitted in writing to Christy Troiano, Director, Meeting Exposition Sales and Strategy—via mail: 2400 N Street NW; Washington, DC, 20037; via fax: (202) 375-6838; via phone: (202) 375-6118; or via email: <a href="mailto:ctroiano@acc.org">ctroiano@acc.org</a>.
- b) The date of receipt will be the official cancellation date. Participants that cancel a Learning Lab will be subject to fees based on the date of receipt, as follows:
  - i) If the Participant cancels the Learning Lab before Jan. 27, 2023, the Participant will pay as liquidated damages 50% of the total Learning Lab fee.
  - ii) If the Participant cancels the Learning Lab on or after Jan. 27, 2023, the Participant will pay as liquidated damages 100% of the total Learning Lab fee.
- c) ACC Management retains the right to utilize the cancelled Learning Lab at its discretion.

## 6. No-Show Policy

Any Participant who has not checked in with ACC Expo staff or whose Learning Lab is unoccupied by 5:00 p.m. on Thursday, March 2, 2023, will be regarded as a "no-show." The Participant will have been deemed to have cancelled the Learning Lab Agreement, and, as such, the Participant will pay as liquidated damages 100% of the total contracted Learning Lab fee. All freight will be removed from the Participant's Learning Lab and returned to the loading dock at the Participant's expense, and ACC Management will be free to utilize the space at its discretion.

#### LEARNING LAB SPECIFICATIONS

- 1. LOCATION OF LEARNING LABS
  - a) The Learning Labs will be located in the ACC Expo Hall in Ernest N. Morial Convention Center.
  - b) ACC Management reserves the right to alter location of the Learning Labs as shown on the official floor plan, if deemed, in the sole discretion of ACC Management, to be advisable or in the best interests of the ACC.23/WCC Expo.
- 2. DATES & HOURS
  - a) The dates and hours of the Learning Labs will be as follows:

Saturday, March 4: 9:00 am-4:45 pm
 Sunday, March 5: 9:00 am-4:45 pm
 Monday, March 6: 9:00 am-2:00 pm

- b) Participants may hold Learning Labs sessions during all open hours listed above. Participants are strongly encouraged to consider the overall Annual Scientific Session & Expo schedule and to plan their presentations accordingly.
- ACC Management reserves the right to alter ACC.23/WCC hours in any manner whatsoever if in its sole discretion such alteration is in the best interest of ACC.
- 3. <u>LAB CONFIGURATIONS</u>
  - a) Each Learning Lab will have:
    - Hardwall structure with lockable door
    - Ceiling with lighting and air handling units
    - Company signage
    - Standard audio-visual package including projector, screen and floating tech support
    - Electricity— up to five 10-Amp 120V power drops with power strips
    - Carpet
    - Wastebaskets and daily porter service/vacuuming
    - 1 lead retrieval unit
    - Check-in counter outside the lab, including two stools
  - b) Each 30'x40' Learning Lab will have:
    - 1 Internet drop—includes 1 IP address
    - Classroom seating (tables & chairs) for up to 35 people
  - c) Each 20'x20' Learning Lab will have:
    - Classroom seating (tables & chairs) for up to 15 people
  - d) Participating companies are responsible for bringing their own workstations, consoles, or other equipment, and for additional audio-visual and electrical equipment, as required.
  - e) Participants must submit proposed floor plans to ACC Management by Jan 5, 2023. If floor plans for ACC Management-provided materials and furnishings (power, carpet, internet, furniture, a/v) are not submitted by Jan. 5, 2023, a standard room-set will be provided. Any changes, additions or deletions to the standard set must be ordered directly through the appropriate vendor by Participant, and Participant will be liable for all associated costs. A list of ACC vendors will be provided in the Exhibitor Service Kit. Participants are permitted to use their outside providers for furnishings and a/v, at their cost.
- 4. Installation & Dismantling
  - a) Installation—Participants will have access to their Learning Labs on Thursday, March 2, at Noon. Each Lab room will have the agreed-upon set-up as represented on the floor plan distributed to each Participant; changes may be made at the expense of the Participant.
  - b) <u>Dismantling</u>—Participants must remove all literature, materials, handouts, etc., from their Learning Lab by 2:30 pm on Monday, March 6. Any such materials left after this time will be considered trash and disposed of accordingly.
- 5. AMERICANS WITH DISABILITIES ACT

Each Participant shall be responsible for compliance with the Americans with Disabilities Act (ADA) with regard to their Learning Lab space, including, but not limited to, wheelchair access provisions. Participants shall indemnify, hold harmless and defend ACC Management, its officers, directors, agents, members and employees from and against any claims, liabilities, losses, damages and expenses, including attorneys' fees and expenses, resulting from or arising out of the Participant's failure or allegations of the Participant's failure to comply with the provisions of the ADA.

- 6. FIRE & SAFETY GUIDELINES
  - Participants must comply with all federal, state and local fire and building codes that apply in Ernest N. Morial Convention Center.
- 7. CONVENTION CENTER OFFICIAL CONTRACTOR SERVICES
  - a) Ernest N. Morial Convention Center has granted exclusive rights for electricity, aerial rigging and lighting, water, natural gas & propane, compressed air, and cable TV services. Participants wishing to utilize these services must use the official contractors. Information and order forms will be available in the Exhibitor Service Kit.

# 8. ACC-APPOINTED OFFICIAL CONTRACTOR SERVICES

- a) ACC Management will designate official contractors for certain services and will provide contact information and order forms for them in the Exhibitor Service Kit. ACC-designated official contractors will include the following: audiovisual and computer rental, floral, lead retrieval, models/booth talent, photography/videography, security, and shuttle.
- b) Each company utilizing a Learning Lab during ACC.23/WCC may be contacted by vendor representatives for assistance with ordering Learning Lab services.
- c) Participants wishing to utilize the services of any contractors who need access to the Expo and are not on ACC's list of official contractors must follow the procedures listed in the next section, titled "Exhibitor-Appointed Contractors (EACs)," to request the use of an Exhibitor-Appointed Contractor.

### 9. EXHIBITOR-APPOINTED CONTRACTORS (EACS)

- a) Any contractor other than those identified as "official ACC contractors" must be approved by ACC Management. These EACs may provide services in the venue only if they are not designated by Ernest N. Morial Convention Center as an exclusive service provided by the facility or by ACC Management as an exclusive service provided by the official General Services Contractor (Freeman) or third party.
- b) Participants using contractors other than the official ACC contractors for labor, supervision or any other services must complete an Exhibitor-Appointed Contractor (EAC) Request Form and provide the contractor's Certificate of Insurance. The EAC Request Form will be available online in December 2022 and must be completed no later than Jan. 25, 2023.
- c) Contractors' Certificates of Insurance must also be submitted to ACC Management no later than Jan. 25, 2023. EAC Request Forms and/or Certificates of Insurance received after the deadline will not be accepted. The Exhibitor Service Kit (which will be available online at <a href="https://www.expo.acc.org">www.expo.acc.org</a> in December 2022) will provide details on required coverage amounts, how to request non-official contractors and how contractors should submit Certificates of Insurance.
- d) Participants are required to submit one form per EAC requested.
- e) EAC Rules and Regulations are outlined on the EAC Request Form. Participants are responsible for providing their EACs with ACC.23/WCC display guidelines and all ACC Management rules and regulations.
- f) ACC Management reserves the right to remove EACs whose actions or inaction jeopardize the on-time opening of the Expo or whose employees fail to observe the EAC Rules and Regulations and/or the ACC.23/WCC Annual Scientific Session & Expo Rules, Regulations, Terms & Conditions, the Exhibitor Service Kit and the Exhibit Space Application & Contract. Lack of compliance will result in the loss of priority points by the Participant, and the EAC not being permitted to perform work in the Expo at future ACC meetings.

# **USING YOUR LEARNING LAB**

### 1. FOOD & BEVERAGES

- a) Participants will be permitted to provide food and non-alcoholic beverages to their Learning Lab attendees within the confines of their contracted Learning Lab during all Learning Lab hours.
- b) The sale, consumption, distribution or storage of alcoholic beverages in Learning Labs by Participants is not permitted at any time.
- c) Centerplate is the official caterer of Ernest N. Morial Convention Center and has exclusive catering rights to provide food and beverage (including bottled water) services within the center. All food and beverage items must be supplied and prepared by Centerplate. No food, beverage or alcohol will be permitted to be brought into or removed from Ernest N. Morial Convention Center without written approval. Requests must be received by Centerplate no less than four weeks before the first day of the event. Centerplate reserves the right to assess a charge for such exceptions to exclusivity.
- d) All Participants that plan to serve, distribute, and/or prepare food and/or beverages must register this activity by Jan. 25, 2023, via the Additional Booth Activities form found online (<a href="https://www.expo.acc.org">www.expo.acc.org</a>) or in the Exhibitor Service Kit.
- e) Any Participants whose food distribution creates an excessive trash problem will be responsible for ensuring trash removal during show hours, at the Participant's expense.
- f) The sale of food and/or beverages by Participants is strictly prohibited in the exhibit hall(s), including within the Learning Labs.

#### 2. GIVEAWAYS

- a) Participants are permitted to distribute giveaways from their Lab, in accordance with the policies outlined below.
- ACC Management is a signatory to the Code for Interactions with Companies, developed by ACC and other members of the Council of Medical Specialty Societies (CMSS). The code provides detailed guidance to medical specialty societies on appropriate interactions with forprofit companies in the health care sector. The voluntary code is designed to ensure that societies' interactions with companies are independent and transparent, and advance medical care for the benefit of patients and populations.
- c) To learn more about the CMSS Code for Interactions with Companies, please visit <a href="http://cmss.org/code-signers-pdf/">http://cmss.org/code-signers-pdf/</a>. As stated in the Code, ACC Management will only permit companies to distribute giveaways that are educational for physicians and/or patients, and modest in value.
- d) A company is defined as a for-profit entity that develops, produces, markets or distributes drugs, devices, services or therapies used to diagnose, treat, monitor, manage and alleviate health conditions.
- e) Non-profit exhibitors may continue to give away items that are associated with products or services of the exhibiting company and/or be related to the physician's work. These giveaways must be modest in value.
- f) In addition, Participants are encouraged to review and adhere to other applicable guidelines and codes of ethics (see "Industry Guidelines" in the ACC.23/WCC Annual Scientific Session & Expo Rules, Regulations, Terms & Conditions for more information). ACC Management also encourages all Participants to check with their companies' own medical affairs/compliance staff for guidelines adhered to by their own companies.
- g) All giveaways must be registered by Feb. 1, 2023, via the Additional Booth Activities form found online (<u>www.expo.acc.org</u>) in the Exhibitor Service Kit.

### 3. PHOTOGRAPHY & VIDEOGRAPHY

- Recording video and taking photographs (with film or digital devices, including camera phones), other than by the ACC official photographer or videographer, is prohibited in the Expo, including the Learning Labs. Unapproved photos and/or videos will be confiscated.
- b) The following exceptions shall apply, provided appropriate permission has been obtained from ACC Management:
  - i) Participant's Own Learning Lab—Participants and their display companies may photograph and/or record video of their own Learning Lab(s) for marketing or archival purposes.
    - (1) If a Participant wishes to use a hired photography/videography vendor other than the ACC official photographer/videographer, the Participant will be required to submit an EAC Request for the company, and ACC Management will require an EAC application and certificate of insurance as with other nonofficial vendors. ACC management may require that the requesting Participant hire a security officer or obtain the services of an ACC Floor Manager to accompany the photographer/film crew. The EAC Request Form will be available beginning in December 2022 and must be completed no later than Jan. 25, 2023.
  - ii) Participant Permission—Theater Participants may decide to permit photography and videography during their Theater presentation(s). It is the responsibility of the Participant to notify audience members of this permission at the start of the session.
  - iii) Media—Appropriately-vetted and badged members of the media attending ACC.23/WCC will be permitted to photograph and/or record video of the general exhibit halls. Media personnel must obtain prior permission from ACC Expo Management and specific Participants before taking photos or video of (or within) individual Learning Labs. Media who take photos or record video of (or within) specific Learning Labs without receiving permission, or after permission has been denied by the Participant or ACC Expo Management, may be expelled from the exhibit halls for the remainder of the Expo and will have any unauthorized photos/videos confiscated/deleted.
- c) A representative of one Learning Lab may not photograph or record video of another Learning Lab at any time. Violation of this rule will result in the expulsion of the offending representative from the exhibit halls for the duration of the show; confiscation/deletion of the photo(s) and/or video; and the loss of ACC.23/WCC priority points by the Participant.
- d) During the ACC Annual Scientific Session & Expo, attendees, vendors, guests and exhibitors may be photographed by the official ACC photographer, or videotaped by the official ACC videographer. An individual's photo, likeness or image may be used in future promotional ACC publications or materials.

#### 4. Presentation Guidelines

- a) Participants are not permitted to present any CME/CNE/CE-accredited educational symposia, sessions or activities in the Learning Labs.
- b) Learning Lab schedules, speakers and topics must be sent to ACC Management for review prior to being publicized.
- c) ACC will provide the available schedule of Scientific Session presentations at the end of October,2022 by way of reference. ACC anticipates that approximately 75% of the programming will be complete at that time. ACC is unable to guarantee topic exclusivity in the Learning Lab, but will work with Participants in the event of a time and topic conflict with a Scientific Session presentation.
- d) ACC leadership may not participate as leaders or presenters in exhibitor promotional/marketing events held in the exhibit hall, including within Learning Labs (see "Leadership Participation in the Exhibit Hall(s)" in the ACC.23/WCC Annual Scientific Session & Expo Rules, Regulations, Terms & Conditions, for more information).
- e) All products marketed and promoted in the exhibit halls, including within the Learning Labs, that are regulated by the Food and Drug Administration (FDA) must meet FDA guidelines or be FDA-approved. It is the responsibility of Participants to ensure adherence to Food and Drug Administration (FDA) regulations, policies, practices and guidelines, and all other applicable industry guidelines, concerning the demonstration, discussion, use and/or display of products, technologies, and/or services at the ACC Annual Scientific Session & Expo. In addition, ACC encourages all Participants to check with their companies' own medical affairs/compliance staff for guidelines adhered to by their own companies.
- f) Participants are reminded of the FDA restrictions on the promotion of investigational and pre-approved drugs, devices and procedures. Information regarding FDA regulations should be obtained directly from the FDA. For more information, visit <a href="http://www.fda.gov/RegulatoryInformation/Guidances/default.htm">http://www.fda.gov/RegulatoryInformation/Guidances/default.htm</a>.
- g) Participants are required to abide by all ACC.23/WCC embargo and confidentiality polices governing the disclosure of scientific research results in late-breaking clinical trials and other research scheduled for presentation at ACC.23/WCC. Embargo Policies will be posted at <a href="https://www.expo.acc.org">www.expo.acc.org</a>. It is the Participant's responsibility to know whether its research is subject to the embargo regulation. Premature presentation or discussion of embargoed research results in the booths or Learning Labs is strictly forbidden. Anyone determined by ACC Management to have violated the embargo policies may be withdrawn from the program or subject to other sanctions. All questions and requests regarding ACC's embargo policies must be submitted in writing to Nicole Napoli, Associate Director, Media Relations, at <a href="mailto:nnapoli@acc.org">nnapoli@acc.org</a>. <a href="mailto:bcasteel@acc.org">bcasteel@acc.org</a>.
- h) Failure to comply with these guidelines will result in the loss of all Participant's priority points for ACC.23/WCC; the Participant being ejected from the Learning Lab; and the Participant being prohibited from securing a Learning Lab at future ACC Annual Scientific Sessions and Expos.

### 5. REVISED - Access to Learning Lab

Learning Lab Participants may, if they wish, control visitor admission to their Learning Lab, prohibiting or limiting access or participation of individuals with limited access badges. Limited access badges are defined as:

- Exhibits Only (orange stripe)
- Family Members (orange stripe)
- Exhibitor Staff (yellow stripe)
- Exhibitor Newsroom (yellow stripe)

Learning Lab Participants are responsible for providing signage notifying attendees that access to their Learning Lab is limited to full-access attendees only, as well as personnel to assist with crowd control.

# 6. SECURITY

a) ACC will provide a security guard for the Learning Labs area; however, ACC and Ernest N. Morial Convention Center are not responsible for loss or damage to Participant's property. Each Learning Lab will be equipped with a lockable door, but any items stored in the Learning Labs are done so at the Participant's risk.

- b) The protection of special valuable items, such as computers, equipment, etc., may require additional security at the Participant's own expense. The Participant is responsible for hiring any requested/required security for its Learning Lab. Forms for ordering security personnel are available in the Exhibitor Service Kit.
- c) Delivery or removal of equipment is permitted during move-in and move-out only. Once the Expo opens, a materials release pass must be obtained from show security to remove any material or equipment from a Learning Lab at any time.

#### 7. SOLICITATION

The aisles and other spaces in Ernest N. Morial Convention Center not leased to exhibitors and/or Participants shall be under the control of ACC Management. All presentations, meetings, distribution of literature, and the transactions of business of any nature shall be made within the Learning Lab, or, if applicable, in the Participant's exhibit space or ExpoSuite. Temporary staff and/or Learning Lab personnel, including third-party planners, shall be restricted to the same aforementioned guidelines as authorized exhibitor personnel. Solicitation in the aisles outside the Learning Labs or intercepting those in attendance for advertising purposes is strictly prohibited.

8. SUBLETTING, SHARING & EXCHANGING

The Participant may not assign, sublet, or apportion all or any part of their Learning Lab; or share, exchange or co-present with another organization or business unless prior written consent has been obtained from ACC Management, which consent may be conditioned on the payment of such fees as ACC Management determines. If the Participant submits a written request prior to ACC.23/WCC, ACC Management, at its sole discretion, may grant exceptions to the following: a corporate parent or subsidiary of the Participant; another subsidiary of the parent corporation; a partner of the Participant in an ongoing partnership with a written partner agreement; and/or other partnerships/collaborations as deemed appropriate by ACC Management. The Participant must provide to ACC Management written documentation of the particular relationship. ACC Management retains the right to remove from the Learning Lab any company or organization without a signed ACC.23/WCC ACC Interactive Learning Lab contract.

9. X-RAY & MAGNETIC RESONANCE EQUIPMENT

X-ray and magnetic resonance equipment may not be operated within any Learning Lab.

10. THIRD PARTY PLANNERS

- a) Participants that choose to use a third-party planner to produce and/or market their Learning Lab must submit to ACC a Third-Party Authorization Letter, naming the third party as being authorized to handle planning responsibilities on the Participant's behalf. The text of the Third-Party Authorization Letter can be found at <a href="https://www.expo.acc.org">www.expo.acc.org</a>.
- b) No requests from third-party planners will be considered until ACC Management has received a Third-Party Authorization Letter from the Participant on whose behalf the third-party planner is submitting a request.
- It is the responsibility of the Participant to ensure that all individuals involved with the planning, production, marketing and/or execution of a Learning Lab are aware of and abide by the policies, rules and regulations contained in the ACC.23/WCC Annual Scientific Session & Expo Rules, Regulations, Terms & Conditions, the Exhibitor Service Kit, the Learning Lab Guidelines and all policies, rules and regulations adopted by ACC Management hereafter.

#### PROMOTION OF LEARNING LABS

- 1. PROMOTIONAL MATERIALS
  - a) All promotional materials (including announcements, signage, invitations, emails, websites, advertisements, posters and flyers) must be approved by ACC Management prior to printing or use. Final versions of materials should be submitted for approval by Feb. 1, 2023. Submissions should be sent via email to <a href="mailto:promotional@acc.org">promotional@acc.org</a>. Please allow a minimum of five business days for approval.
  - b) The ACC and ACCF logos, names, insignia and other identifying marks may not be used on any exhibitor marketing, promotional or booth materials, either inside or outside the exhibit area (see "ACC.23/WCC Logo and Language Usage Guidelines", posted at <a href="https://www.expo.acc.org">www.expo.acc.org</a>, for more information).
  - c) ACC will grant a limited, non-exclusive, non-transferable license to ACC.23/WCC exhibitors and advertisers to use the ACC.23/WCC name and logo in an appropriate manner in conjunction with their advertisements and other materials promoting that exhibitor's or advertiser's participation at ACC.23/WCC. The Participant shall utilize the ACC.23/WCC logo consistent with usage guidelines provided by ACC.
  - d) No endorsement by ACC Management of the Participant or its products or services, expressed or implied, is permitted or intended.
  - e) All materials promoting Learning Lab presentations must clearly indicate the name(s) of the organizer(s) and/or the company (ies) providing financial support for the presentation.
  - f) The term "Scientific Session" may not be used in reference to a Learning Lab presentation.
  - All materials promoting Learning Lab presentations must include the following statement:
    - This event is not part of ACC.23/WCC, as planned by its Program Committee, and does not qualify for continuing medical education (CME), continuing nursing education (CNE) or continuing education (CE) credit.
  - h) Participants have access to a number of additional promotional opportunities. For details, please visit www.expo.acc.org.
  - Distribution of approved materials from Participant's exhibit booth(s) and/or Learning Lab is permitted. Promotional materials, even if approved, are not permitted in the aisles; in the registration and poster session areas; in ACC Management publication bins; on counters, restaurant and/or lounge tables; in or near education rooms; in convention center lobbies or public areas; anywhere else in or on Ernest N. Morial Convention Center property; in hotel lobbies, restaurants, meeting rooms or public areas or in front of hotels. Noncompliance of this regulation will result in the prompt removal of the offending person and property from that area and will result in loss of ACC.23/WCC priority points by the Participant.

- j) Promotional materials may be sent to the Participant's in-house mailing lists or a mailing list provided by ACC. ACC offers a one-time complimentary use of the ACC.23/WCC advance professional registrant mailing list (available in January 2023) to Learning Lab participants, to be used for promotion of the Participant's Learning Lab. Mailing list rental guidelines and order forms will be available at <a href="https://www.infocusmarketing.com">www.infocusmarketing.com</a>. Please note ACC must approve Participant's mailer prior to releasing the mailing list and that the turn-around time for requested lists is two to three business days from the time of mailer approval.
- k) Participants hosting Learning Labs are permitted to supplement ACC signage with floor-standing signage immediately at the entrance of their contracted Learning Lab and within their contracted Lab only, or mounted signage on the Lab wall(s). Signs must be professionally printed, no larger than 3 ½ x 8', and may be ordered through Freeman or a contractor of the Participant's choosing. Please note: Proposed copy for signage must be approved by the ACC Management prior to printing (see "Promotional Materials," above, for more information). A maximum of four signs may be displayed at each Participant's Learning Lab. Signs may not be placed in other venues, other areas of Ernest N. Morial Convention Center, buses, taxicabs, etc. Participants violating these rules will have their items removed/confiscated and will lose priority points for ACC.23/WCC.
- Participants are encouraged to display promotional signage and/or distribute approved materials promoting their Labs from within their exhibit spaces.
- 2. PROMOTION OF LEARNING LABS BY ACC

Learning Labs will be promoted by ACC in some or all of the following pre-show and on-site print and electronic promotions. ACC Management makes reasonable attempts to attract attendees to the Learning Labs, but makes no representation or warranties with respect to demographic nature, quality and/or number of attendees. Attendance at any given Lab presentation is a function of efforts (including pre-show and on-site promotional efforts) made by the particular Participant to attract attendees to that particular presentation.

- a) Pre-Show Promotions:
  - Promotional emails to registered and prospective attendees—select emails will include a lead-in about the Learning Labs and link to full information on the ACC.23/WCC website
  - Interactive Learning Labs web page on ACC.23/WCC website
- b) On-Site Promotional Materials:
  - Program At A Glance--distributed to all meeting professional attendees, will include Lab session titles, times and locations (as available at time of printing)
  - Insert in Official ACC.23/WCC Meeting Bag—distributed to all meeting professional attendees, will include information about the Learning Labs, participating companies and schedules (as available at time of printing)
  - Insert in the Doctor's Bag (hotel room door drop)—distributed to meeting attendees staying at select hotels; will include information about the Learning Labs, participating companies and schedules (as available at time of printing)
  - ACC.23/WCC ExpoGuide— guide to industry participation at ACC.23/WCC; distributed in the official meeting bag and available in bins
    outside Expo entrances; will include information about the Learning Labs, participating companies and schedules (as available at time
    of printing)
  - Walk-in slides in the ACC.23/WCC education rooms—scrolling slides that appear on the screens as attendees enter and leave the
    education rooms at ACC.23/WCC; Learning Labs location will be included; dates and hours as space permits
  - Table tents—tent cards promoting the ACC.23/WCC Learning Destinations; placed in Expo foodservice and/or other lounge areas; will include information about the Learning Labs, participating companies and schedules (as available at time of printing)
  - Digital signage—scrolling slides that appear on screens placed in high-traffic areas of Ernest N. Morial Convention Center. Learning Lab locations will be included; dates and hours as space permits.
- c) On-Site Signage:
  - ACC will provide sign boards throughout the Expo and Ernest N. Morial Convention Center that promote the Learning Labs
  - ACC will provide ID signage on two exterior walls of the Learning Lab to include Participant's logo
  - ACC will provide a banner, approximately 5' x 15', over the Learning Lab to include Participant's logo
- d) Program Planning Tools:
  - ACC.23/WCC Mobile App: Learning Lab session dates, times, titles, and speakers will be searchable and viewable through ACC's app, available for iPad, iPhone and Android.
  - ACC.23/WCC Program Planner: Learning Lab session dates, times, titles and speakers will be searchable and viewable via the webbased planner