



Virtual Industry-Expert Theater™ Guidelines

TERMS AND CONDITIONS

1. DEFINED TERMS

- a) 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") or other authorized representatives of ACC.
- b) The term "Participant" as used herein shall mean a company participating in either of the Industry-Expert Theaters™.

2. APPLICABILITY, INTERPRETATION & GOVERNING LAW

- a) These ACC.21 Virtual Industry-Expert Theater ("Theater") Guidelines (the "Guidelines") are hereby made a part of the Application & Contract for Industry-Expert Theater between the Participant and ACC (collectively, the "Theater Agreement"). ACC and 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 and ACC Management at its sole discretion. All decisions so made shall be as binding on all parties to this Theater Agreement. The Participant or its designated representative or agent, if applicable, is responsible for familiarizing itself with these Guidelines. The Participant or its representative that fails to observe these Guidelines or the terms of the Theater Agreement may be ejected from the Theater without refund. Neither ACC nor ACC Management will be responsible for any expenses or losses resulting from the cancellation or termination of Participant's participation in the Theater.
- b) Any claim or cause of action arising out of the Theater 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 Theater 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.

3. AMENDMENTS

These Guidelines may be amended at any time by ACC at its sole discretion, and all amendments so made shall be binding on Participants.

4. ELIGIBILITY

- a) Theater slots can only be secured by contracted ACC.21 exhibiting companies.
- b) Only ACC.21 exhibitors in good standing with ACC, which is defined as not owing any outstanding amounts from other ACC events, are permitted to apply for a Theater slot. Participants must settle any outstanding balances from current and/or previous ACC events for their applications to be considered.

5. REVOCAION

- a) ACC reserves the right to revoke Participant's Theater slot and terminate the Theater Agreement at its sole discretion.
- b) If the Participant is an ACC.21 exhibitor and either cancels or defaults on exhibit space, the Participant's Theater slot will be revoked, the Theater Agreement will be terminated, and cancellation fees will apply, as outlined in these Guidelines.

6. CANCELLATION BY ACC

- a) ACC may terminate the Participant's Theater Agreement and/or ACC.21 (or any part thereof) when ACC, in its sole discretion, believes that the holding of ACC.21 or ACC's performance under the Theater 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 may retain such part of the Participant's Theater fees as shall be required to recompense ACC for expenses incurred up to the time of such termination or incident to such termination, with no liability for either party to the Theater 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 Theater slot less expenses incurred by ACC.
- 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 or pandemic; 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, illegal, or commercially impracticable in its sole discretion.

7. WAIVER, ENFORCEABILITY & BINDING NATURE

The rights of ACC under the Theater Agreement shall not be deemed waived except as specifically stated in writing by an authorized representative of ACC. The Participant further agrees that upon acceptance of the Theater Agreement by ACC, with or without appropriate or timely payment of any and all fees, the Theater Agreement shall become binding and enforceable in accordance with its terms. The Theater Agreement will be binding on each party'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 Theater Agreement.

8. INDEMNIFICATION

- a) Participant agrees to protect, indemnify and hold harmless the following parties (including, but not limited to): ACC, ACC Management; and Ovation; and their respective 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 the Theater Agreement by the Participant or its agents, contractors, or employees.
- b) Each party involved in the Theater agrees to be responsible for any claims arising out of its own negligence or that of its employees, agents or contractors.

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9. COMPLIANCE & REJECTION

- a) The Participant agrees that its Theater presentation 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 Theater presentation are aware of and abide by these Guidelines.
- c) ACC and ACC Management reserve the right to reject, eject or prohibit any presentation in whole or in part, or any Participant, or its representative, with or without cause. If any Participant is ejected for violation of these Guidelines, or for any other reason, no return of fees shall be made. In addition, ACC and ACC Management reserve the right to limit or prohibit future Theater participation of any Participant found to be in violation of the Guidelines.

10. VIOLATION OF GUIDELINES AND AGREEMENT

Participants that hold events that are not approved or that otherwise violate these Guidelines will have their events shut down; will lose all priority points that would have been earned for participation at ACC.21, if applicable, and/or will not be permitted to hold any events at future ACC Annual Scientific Sessions & Expos. ACC and ACC Management will not be responsible for any expenses or losses resulting from the cancellation or termination of said event(s). It is the responsibility of the Participant to ensure that all individuals involved with the planning, production, marketing and/or execution of a Theater presentation are aware of and abide by these Guidelines, the Theater Agreement, and all other applicable ACC policies.

ACC.21 INDUSTRY-EXPERT THEATERS

1. DEADLINES

- a) **Applications are due ASAP.**
- b) Full payment is due by **March 12, 2021**.

2. PRICING & PAYMENT

- a) The price of each Theater slot is as follows:

Saturday, May 15

10:15 am–11:15 am	\$43,000
12:45 pm–1:45 pm	\$45,000
3:45 pm–4:45 pm	\$34,000

Sunday, May 16

9:45 am–10:45 am	\$43,000
12:45 pm–1:45 pm	\$45,000
3:45 pm–4:45 pm	\$34,000

Monday, May 17

9:45 am–10:45 am	\$42,000
11:30 am–12:30 pm	\$44,000
1:30 pm–2:30 pm	\$32,000

- b) Participants may pay by check, wire transfer and credit card.
 - i) Check—Upon approval of and assignment of a Theater slot, ACC will invoice the Participant—full payment will be due by March 12, 2021. ACC 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 IET” in the memo field of the check to ensure correct application of funds. **A credit card number with authorization to charge is required to secure a company’s application and must be provided with all applications. An invoice will be sent with instructions to submit a credit card payment online.**
 - ii) Wire transfer—Upon approval of and assignment of a Theater slot, ACC will invoice the Participant—full payment will be due by March 12, 2021. Contact the ACC Management at acc-exhibits@acc.org for necessary wire transfer information. 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 kmckinney@acc.org) when a wire transfer is made. **A credit card number with authorization to charge is required to secure a company’s application and must be provided with all applications.**
 - iii) Credit Card—Upon receipt of a signed Application and Contract for Industry-Expert Theater, an invoice will be sent with instructions to submit credit card payment online. ACC will charge the credit card provided on the Application by March 12, 2021. ACC accepts Visa, MasterCard, Discover and American Express.
- c) If full payment is not received by March 12, 2021, the Participant will be notified that its assigned Theater slot has been forfeited and will pay applicable liquidated damages as outlined in the “Theater Slot Cancellation Policy,” below.

3. THEATER PRESENTATION SLOT ASSIGNMENT

- a) Eligible ACC.20/WCC Industry-Expert Theater Participants may exercise their right of first refusal on the same slot(s) at ACC.21.
- b) Slots not taken by the right of first refusal process will be determined by lottery among those companies that submitted applications. Applicants will be notified in late March 2021 that they have been awarded a slot.
- d) Although ACC will attempt to accommodate requests for specific Theater slots, ACC cannot guarantee the specific slot requested by Participant.
- e) Any Participant not pleased with the initial assignment may submit a written request to Christy Troiano, Director, Exposition, at ctroiano@acc.org to be placed on a waiting list for possible reassignment. The waiting list will receive consideration for reassignment on a first-come, first-served basis. No guarantees can be made that another choice will be available.

4. THEATER SLOT CANCELLATION POLICY

If an ACC.21 exhibitor has been approved for Theater space and subsequently cancels exhibit space at ACC.21, such exhibit space cancellation automatically results in cancellation of Theater slots. The following cancellation terms apply to all Participants:

- a) Notification of a Participant’s decision to cancel a Theater slot must be submitted in writing to Christy Troiano, Director, Exposition—via mail: 2400 N Street NW; Washington, DC, 20037; via fax: (202) 375-6838; or via email: ctroiano@acc.org
- b) The date of receipt will be the official cancellation date. Participants that cancel a Theater slot will be subject to fees based on the date of receipt, as follows:

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- i) If the Participant cancels the Theater slot before March 12, 2021, the Participant will pay as liquidated damages 50% of the total contracted Theater fee.
- ii) If the Participant cancels the Theater slot space on or after March 12, 2021, the Participant will pay as liquidated damages 100% of the total Theater fee.
- c) ACC Management retains the right to utilize the cancelled Theater slot at its discretion.

THEATER SPECIFICATIONS

1. LOCATION OF VIRTUAL THEATERS

- a) The Virtual Theaters will be located on the Industry Sessions tab within the main ACC.21 program.
- b) ACC and ACC Management reserve the right to alter the location of the Theaters as described above, if deemed, in the sole discretion of ACC and ACC Management, to be advisable or in the best interests of ACC.21.

2. THEATER PRESENTATION SLOTS/TIMES

- a) The Theater slots are:

Saturday, May 15

10:15 am – 11:15 am
12:45 pm – 1:45 pm
3:45 pm – 4:45 pm

Sunday, May 16

9:45 am – 10:45 am
12:45 pm – 1:45 pm
3:45 pm – 4:45 pm

Monday, May 17

9:45 am – 10:45 am
11:30 am – 12:30 pm
1:30 pm – 2:30 pm

- b) ACC and ACC Management reserve the right to alter ACC.21 hours in any manner whatsoever if in its sole discretion such alteration is in the best interest of ACC.

3. VIRTUAL THEATER INFORMATION

- a) The Virtual Theater presentation can be pre-recorded or streamed live. Recording and streaming is the responsibility of the Participant.
- b) The Participant has the option to offer a live chat or Q&A during the designated time slot.
- c) Each Participant has the option to have their presentation available "OnDemand" through December 31, 2021. The Participant must provide written notice to ACC if Participant would like the presentation to be available OnDemand. If the Participant is live streaming the presentation, they must record the presentation and send the recording to ACC to upload. Instructions on how to record the live streaming presentation and upload the recording will be provided to Participant.

USING THE THEATER

1. PHOTOGRAPHY & VIDEOGRAPHY

- a) Recording video and taking photographs/screenshots (with film or digital devices, including camera phones) is prohibited in the Virtual Expo, including the Virtual Industry-Expert Theaters.
- b) The following exceptions shall apply, provided appropriate permission has been obtained from ACC:
 - i) Participant's Own Theater Presentation—Participants and their display companies may photograph/screenshot and/or record video of their own Theater presentation(s) for marketing or archival purposes. Theater photography/videography is limited to the time during which the Participant's presentation is taking place.
 - ii) Participant Permission—Theater Participants may decide to permit photography/screenshots 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.

2. PRESENTATION GUIDELINES

- a) The Participant agrees to utilize the Theater(s) for promotional presentations or activities, highlighting a new service, or presenting data on a new product. Participants are not permitted to present any CME/CNE/CE-accredited educational symposia, sessions or activities in the Industry-Expert Theater.
- b) Theater speakers and topics must be sent to ACC for review prior to being publicized.
- c) ACC will provide the available schedule of Scientific Session presentations in March 2021 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 Theater or in the time slot but will work with Participants in the event of a conflict with another Theater or 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 the Theater (see "Leadership Participation in the Exhibit Hall" in the *ACC.21 Annual Scientific Session & Expo Rules, Regulations, Terms & Conditions* for more information).
- e) All products marketed and promoted in the virtual exhibit hall, including within the Theaters, that are regulated by the Food and Drug Administration ("FDA") must meet FDA guidelines and be FDA-approved. It is the responsibility of Participants to ensure adherence to 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 ACC.21. In addition, ACC encourages Participants to check with their companies' own medical affairs/compliance staff for guidelines required 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 <http://www.fda.gov/RegulatoryInformation/Guidances/default.htm>.
- g) Participants are required to abide by all ACC.21 embargo and confidentiality policies governing the disclosure of scientific research results in late-breaking clinical trials and other research scheduled for presentation at ACC.21. Embargo Policies are available at www.expo.acc.org. It is the Participant's responsibility to know whether its research is subject to the embargo regulation. Premature presentation or discussion of

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embargoed research results in the Theater is strictly forbidden. Anyone determined by ACC or ACC Management to have violated the embargo policies may have their Theater slot revoked, be withdrawn from ACC.21, and/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 nnapoli@acc.org.

3. ACCESS TO THEATER

The Participant's presentation is available to anyone who registers for ACC.21.

4. SUBLETTING, SHARING & EXCHANGING

The Participant may not assign, sublet, share, apportion or exchange all or any part of their Theater slot, or share, exchange or co-present with another company/organization unless prior written consent has been obtained from ACC, which consent may be conditioned on the payment of such fees as ACC determines in its sole discretion. If the Participant submits a written request prior to ACC.21, ACC, at its sole discretion, may grant exceptions to the following: a corporate parent or subsidiary of the Participant; a related entity or affiliate of the Participant; a partner of the Participant in an ongoing partnership with a written partnership or similar agreement; and/or other partnerships/collaborations as deemed appropriate by ACC. The Participant must provide to ACC written documentation of the relationship. ACC retains the right to remove from the Theater any Participant without a signed ACC.21 Industry-Expert Theater Agreement.

5. THIRD-PARTY PLANNERS

- a) Participants that choose to use a third-party planner to produce and/or market their Industry-Expert Theater slot must submit to ACC a Third-Party Authorization Letter, naming the third-party planner as being authorized to handle planning responsibilities of the Theater presentation on the Participant's behalf. The Third-Party Authorization Letter can be found at www.expo.acc.org.
- b) No requests from third-party planners will be considered until ACC has received a Third-Party Authorization Letter from the Participant on whose behalf the third-party planner is submitting a request.
- c) It is the responsibility of the Participant to ensure that all individuals involved with the planning, production, marketing and/or execution of an Industry-Expert Theater presentation, including its authorized third-party planner, are aware of and abide by the policies, rules and regulations contained in the *ACC.21 Annual Scientific Session & Expo Rules, Regulations, Terms & Conditions*, the Exhibitor Service Kit, the Industry-Expert Theater Guidelines and all policies, rules and regulations adopted by ACC hereinafter.

PROMOTION OF THEATER

1. PROMOTIONAL MATERIALS

- a) **All promotional materials for Virtual Industry Expert Theater (including, but not limited to, announcements, invitations, emails, websites, and advertisements) must be approved by ACC prior to printing, use and/or distribution and are subject to the "ACC.21 Logo and Language Usage Guidelines" available at www.expo.acc.org ("Logo Guidelines").** Final versions of materials should be submitted for approval by April 28, 2021. Submissions should be sent via email to promotional@acc.org. Please allow a minimum of five business days for approval.
- b) Promotional materials for Theater presentations may not use the name or marks of the American College of Cardiology ("ACC") or American College of Cardiology Foundation ("ACCF"), or otherwise state or imply that ACC or ACCF sponsor or endorse the Theater presentation unless otherwise expressly permitted by ACC and in compliance with the Logo Guidelines.
- c) All materials promoting Theater presentations must clearly indicate the name(s) of the organizer(s) and/or the company(ies) providing financial support for the presentation.
- d) The term "Scientific Session" may not be used in reference to a Theater presentation.
- e) **All materials promoting Theater presentations must prominently include the following statement:**
 - **This event is not part of ACC.21 and is not sponsored or endorsed by the American College of Cardiology. This event does not qualify for continuing medical education (CME), continuing nursing education (CNE) or continuing education (CE) credit.**
- f) Participants have access to several additional promotional opportunities. For details, please visit www.expo.acc.org.
- g) Participants may only distribute materials approved by ACC in the Theater during the Participant's Theater slot and/or from the Participant's exhibit space(s) only.
- h) 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.21 advance professional registrant mailing list (available in February 2021) to Theater participants, to be used for promotion of the Participant's Theater presentation. Mailing list rental guidelines and order forms are available at www.infocusmarketing.com. 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.
- i) Participants are encouraged to display promotional information and/or distribute approved materials promoting their Theater presentations from within their virtual exhibit spaces.

2. PROMOTION OF THEATERS BY ACC

The Virtual Industry-Expert Theaters will be promoted by ACC in some or all of the following pre-show and electronic promotions. ACC makes reasonable attempts to attract attendees to the Industry-Expert Theaters but makes no representation or warranties with respect to demographic nature, quality and/or number of attendees. Attendance at any given Theater presentation is a function of efforts (including pre-show and show day 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 Theaters and link to full information on ACC.21 website
- Theater web page on the ACC.21 website—will include comprehensive information about the Theaters, including participating companies/organizations, speakers, presentation descriptions and schedule.

b) Program Planning Tools:

- ACC.21 Program Planner: Theater session dates, times, titles and speakers will be searchable and viewable via the web-based planner.