

## 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 authorized representatives of the ACC.
- b) The terms "ACC.23/WCC Future Hub" and "Future Hub" as used herein shall mean a multi-vendor, interactive, educational exhibit sponsored by ACC, located in the ACC.23/WCC Expo hall.
- c) The term "Company" as used herein shall mean a company participating in the ACC.23/WCC Future Hub.
- d) The term "Expo" as used herein shall mean the American College of Cardiology's 71st Annual Scientific Session & Expo.

### 2. APPLICABILITY, INTERPRETATION & GOVERNING LAW

- a) These ACC.23/WCC Future Hub Guidelines ("Guidelines") are hereby made a part of the Application & Contract for Future Hub Companies between the Company and ACC (the Guidelines and the Application & Contract shall be collectively referred to as the "Future Hub Agreement"). ACC shall have the sole authority to interpret and enforce these Guidelines. All matters not covered by these Guidelines are subject to the reasonable decision of ACC. All decisions so made shall be binding on all parties to this Future Hub Agreement. The Company is responsible for familiarizing itself with these Guidelines. In the event that the Company or its representatives or agents fail to observe these Guidelines or the terms of the Future Hub Agreement, the Company may be removed from the Future Hub without refund of any amounts paid by Company.
- b) Any claim or cause of action arising out of the Future Hub Agreement shall be governed exclusively by the laws of the District of Columbia without regard to its conflict of laws principles. Any claim or cause of action arising under the Future Hub Agreement shall be adjudicated exclusively in the local or federal courts of the District of Columbia. The Company 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 discretion, and all amendments so made shall be binding on Companies. ACC shall provide notice of any such amendments to the Guidelines.

### 4. ELIGIBILITY

- a) Only companies in good standing with ACC are permitted to apply to be a Future Hub Company, with good standing to be defined as not owing any outstanding amounts from other ACC events. Companies must settle any outstanding balances from current and/or previous ACC events for their applications to be considered.
- b) The ACC.23/WCC Future Hub will be a collaborative educational/informative venue within the Expo. Companies are thereby prohibited from directly engaging attendees for the purpose of conducting sales or otherwise promoting the Company's products or services within the ACC.23/WCC Future Hub.
- c) Start-Up Companies must meet the following additional criteria to participate:
  - Company is a legally formed entity
  - Company's primary product or service is relevant to healthcare
  - Company has been in existence fewer than 5 years
  - The product or service displayed must be the company's primary business

### 5. CANCELLATION BY ACC

- a) ACC may terminate the Company's Future Hub Agreement and/or ACC.23/WCC (or any part of it) when ACC, in its sole discretion, determines that (a) it is in the ACC's best interest to terminate a given Agreement, (b) the premises in which ACC.23/WCC is or is to be conducted has become unfit for occupancy, or (c) the holding of ACC.23/WCC or ACC's performance under the Future Hub 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 Company's Future Hub fees as shall be required to compensate ACC Management for expenses incurred up to the time of such termination or incident to such termination, with no liability for either party under Future Hub Agreement beyond amounts paid as of the date of termination. The Company waives all claims for damages or recovery of payments made, except for the return of the amount paid for the Future Hub Company exhibit space less an amount reasonably determined by ACC to capture expenses incurred by ACC as of the date of termination.
- b) The above phrase "a cause or causes not reasonably within ACC'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's performance impossible or commercially impracticable in its sole discretion.

### 6. WAIVER, ENFORCEABILITY & BINDING NATURE

The rights of ACC under the Future Hub Agreement shall not be deemed waived except as specifically stated in writing by an authorized representative of ACC. The Company further agrees that, upon acceptance of the Future Hub Agreement by ACC, with or without appropriate or timely payment of any and all fees due hereunder, the Future Hub Agreement shall become binding and enforceable in accordance with its terms, with the understanding that the Company shall remain liable for any outstanding payments and ACC shall not be obligated to provide exhibit space unless the Company pays all outstanding amounts due. The Future Hub Agreement will be binding on the Company's and ACC's successors and assigns. 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 Future Hub Agreement.

### 7. LIABILITY

Companies are liable for any damage caused to Future Hub and/or Expo floors, walls, columns, or to Future Hub and/or Expo furnishings and equipment, or to other Companies' property. Companies may not apply paint, lacquer, adhesive or any other coating to building columns and floors, or to Future Hub or Expo furnishings and equipment. The contracted Company is responsible for all personal and corporate property placed in Future Hub or Expo space.

### 8. INDEMNIFICATION

- a) The Company, in making application for a Future Hub Company exhibit space, agrees to protect, indemnify and hold harmless the following

parties: ACC; Walter E. Washington Convention Center; and the Freeman Company; and their respective officers, directors, agents, contractors and employees (collectively, the "Indemnified Parties") from any and all claims, liability, losses, damages or expenses asserted against the Indemnified Parties or incurred by the Indemnified Parties 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 the Future Hub Agreement by the Company or its agents, servants or employees.

- b) Each party involved in the Future Hub agrees to be responsible for any claims arising out of its own negligence or that of its employees, agents or contractors.

## 9. COMPLIANCE & REJECTION

- a) The Company agrees that its Future Hub exhibit space and related set-up, tear-down and promotional activities shall operate in strict compliance with these Guidelines.
- b) ACC reserves the right to reject, eject or prohibit any exhibit, in whole or in part, or any Company, or its representative, with or without giving cause. If any Company is ejected for violation of these Guidelines, or otherwise for cause, no return of fees shall be made. In addition, ACC reserves the right to limit or prohibit Future Hub participation of any company found to be in violation of the Guidelines.

## ACC.23/WCC FUTURE HUB

### 1. DEADLINES

ACC has a full promotional campaign currently in progress including print, electronic, social media and onsite opportunities with ongoing deadlines for content. All commitments must be received by Jan. 27, 2023.

### 2. PRICING & PAYMENT

- a) The price of each Future Hub Company level is as follows:
 

Supporting Company	USD \$20,000
Participating Company	USD \$10,000
Start-Up Company	USD \$1,500
- b) Companies may pay by check, wire transfer and credit card.
  - i) Check — Upon approval of the Application & Contract, ACC will invoice the Company. Full payment is due by Jan. 27, 2023. 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 Future Hub" in the memo field of the check to ensure correct application of funds.
  - ii) Wire transfer — Upon approval of the Application & Contract, ACC will invoice the Company. Full payment is due by Jan. 27, 2023. Contact ACC at [acc-exhibits@acc.org](mailto: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](mailto: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.** Applications received without credit card guarantee for payment will not be considered complete until the guarantee is received. If full payment is not received by Jan. 27, 2023, ACC will charge the credit card the amount due.
  - iii) Credit Card — ACC will charge the credit card provided on the Application the total amount due by Jan. 27, 2023. ACC accepts Visa, MasterCard, Discover and American Express. Upon approval of the Application & Contract, ACC will email a secure link for online credit card processing.
- c) If full payment is not received by Jan. 27, 2023, the Company will be notified that its Future Hub exhibit space has been forfeited and will pay applicable liquidated damages as outlined in the "Future Hub Cancellation Policy," below.

### 3. FUTURE HUB CANCELLATION POLICY

- a) Notification of a Company's decision to cancel Future Hub exhibit space must be submitted in writing to Christy Troiano, Director, Meeting Exposition Sales & Strategy —via mail: 2400 N Street NW; Washington, DC, 20037 or via email: [ctroiano@acc.org](mailto:ctroiano@acc.org).
- b) The date of receipt of notice of cancellation will be the official cancellation date. Companies that cancel a Future Hub slot will be subject to fees based on the date of receipt, as follows:
  - i) If the Company cancels the Future Hub exhibit space before Jan. 27, 2023, the Company will pay as liquidated damages 50% of the total contracted Future Hub fee.
  - ii) If the Company cancels the Future Hub exhibit space on or after Jan. 27, 2023, the Company will pay as liquidated damages 100% of the total contracted Future Hub fee.
- c) ACC retains the right to utilize the cancelled Future Hub exhibit space at its discretion.

### 4. NO-SHOW POLICY

Any Company which has not checked in with ACC Future Hub staff by **Friday, March 3, 2023 at 3:00 p.m.** will be regarded as a "no-show." The "no-show" Company will have been deemed to have cancelled the Future Hub Agreement, and, as such, the Company will pay as liquidated damages 100% of the total contracted fee. ACC Management will be free to utilize the space at its discretion.

## FUTURE HUB SPECIFICATIONS

### 1. LOCATION OF FUTURE HUB

- a) The Future Hub will be located in the ACC Expo Hall in Ernest N. Morial Convention Center.
- b) ACC Management reserves the right to alter the location of the Future Hub 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. FUTURE HUB HOURS

- a) Set-Up Hours:
 

Friday, March 3	9:00 a.m. – 5:00 p.m.
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- b) Expo Hours:
 

Saturday, March 4	9:00 a.m. – 4:45 p.m.
Sunday, March 4	9:00 a.m. – 4:45 p.m.
Monday, March 6	9:00 a.m. – 2:00 p.m.
- c) Move-Out Hours:
 

Monday, March 6	2:00 p.m. – 5:00 p.m.
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that such alteration is in the best interest of ACC.

### 3. FUTURE HUB CONFIGURATION

- a) Future Hub Companies will have dedicated, turn-key exhibit space (please see attached rendering)
- b) The Future Hub will also contain a welcome desk and a theater with seating for 100.
- c) Exhibit furnishings may not be moved or changed.

### 4. INCLUDED IN FUTURE HUB (ACC MANAGEMENT'S EXPENSE)

- a) Exhibit Space
- b) Electricity
- c) Internet
- d) 24-Hour Security
- e) Material Handling
- f) Carpet & Padding
- g) A/V system for theater
- h) Furnishings
- i) Signage and Graphics

### 5. COMPANY BENEFITS

	Supporting Partner	Participating Partner	Start-Up Partner
<b>Print Promotions</b>			
Pre-Meeting Mailer insert	logo	name	name (smaller)
Attendee Bag insert	logo	name	name (smaller)
Doctors Bag insert	logo	name	name (smaller)
Expo Guide	logo	name	name (smaller)
On-site signage	logo	name	name (smaller)
Future Hub brochure	1200 characters + logo	800 characters	400 characters
<b>Digital Promotions</b>			
Expo listing	1200 characters + logo	800 characters	400 characters
Future Hub Webpage	logo + link	logo	name
Mobile app listing	600 characters + logo	300 characters	300 characters
Social media promoting the Future Hub	yes	yes	yes
<b>Other Benefits</b>			
Suggest a panelist	yes	no	no
Educational space in the Future Hub	turnkey exhibit booth space	turnkey exhibit table space	turnkey table display space
Expo badges	6	4	2
Full Access Badges	2	1	0
Handheld Lead retrieval unit	yes	yes	no
ACC.23 additional priority points	12 points	6 points	2 points

### USING THE FUTURE HUB SPACE

#### 1. GIVEAWAYS

- a) Companies are permitted to distribute giveaways from the Future Hub in accordance with the policies outlined below.
- b) ACC is a signatory to the Code for Interactions with Companies (the "Code"), 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 for-profit 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. To learn more about the CMSS Code for Interactions with Companies, please visit <http://cmss.org/code-signers-pdf/>.
- c) As stated in the Code, ACC will only permit companies to distribute giveaways that are educational for physicians and/or patients, and modest in value.
- d) For purposes of this section, 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 corporations may continue to give away items that are associated with products or services of the exhibiting nonprofit corporation and/or are related to ACC.23/WCC attendees' work. These giveaways must also be modest in value.
- f) In addition, Companies 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 also encourages all Companies to be aware of and adhere to the Companies' internal guidelines.
- g) All giveaways must be registered by Feb. 3, 2023, via the Additional Booth Activities form found online ([www.expo.acc.org](http://www.expo.acc.org)) or in the Exhibitor Service Kit.

#### 2. PHOTOGRAPHY & VIDEOGRAPHY

- a) Recording video and taking photographs (with film or digital devices, including camera phones), other than recordings and photographs taken by the ACC official photographer or videographer, is prohibited in the Expo, including the Future Hub. Unapproved photos and/or videos will be confiscated.
- b) The following exceptions shall apply, provided appropriate prior written permission has been obtained from ACC:
  - i) Company's Own Display Space—Companies and their display companies may photograph and/or record video of their own display space for marketing or archival purposes.
    - (1) If a Company wishes to use a hired photography/videography vendor other than the ACC official photographer/videographer, the Company will be required to submit an Exhibitor Appointed Contractor (EAC) Request for the company, and ACC will require an EAC application and certificate of insurance as with other nonofficial vendors. ACC may require that the requesting Company 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 online beginning in January 2023 and must be completed no later than Feb. 3, 2023.

- ii) Company Permission—Future Hub Companies may decide to permit photography and videography of their display space.
- 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 hall. Media personnel must obtain prior permission from the ACC and specific Companies before taking photos or video of (or within) the Future Hub. Media who take photos or record video of (or within) the Future Hub without receiving permission, or after permission has been denied by the Company or the ACC, may be expelled from the exhibit hall for the remainder of the Expo and will have any unauthorized photos/videos confiscated/deleted.
- c) A representative of one Company may not photograph or record video of another Company's display at any time. Violation of this rule will result in the expulsion of the offending representative from the exhibit hall for the duration of the show; confiscation/deletion of the photo(s) and/or video; and the loss of ACC.24 priority points by the Company.
- d) During ACC.23/WCC, attendees, vendors, guests, speakers 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.

### 3. SOLICITATION

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

### 4. SUBLETTING, SHARING & EXCHANGING

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

## PROMOTION OF FUTURE HUB

### 1. PROMOTIONAL MATERIALS

- a) All promotional materials (including announcements, signage, invitations, emails, websites, advertisements, posters and flyers) must be approved by ACC *prior to printing, use and/or distribution*. Final versions of materials should be submitted for approval by Feb. 3, 2023. Submissions should be sent via email to [promotional@acc.org](mailto:promotional@acc.org). 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," available at [www.expo.acc.org](http://www.expo.acc.org), 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 Company shall utilize the ACC.23/WCC logo consistent with usage guidelines provided by ACC.
- d) No endorsement by ACC of the Company or its products or services, expressed or implied, is permitted or intended.
- e) The term "Scientific Session" may not be used in reference to Future Hub participation.
- f) All materials promoting Future Hub participation 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.
- g) Distribution of approved materials from the Company's Future Hub space 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 Ernest N. Morial 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.24 priority points by the Company.
- h) Companies are encouraged to display promotional signage and/or distribute approved materials promoting their Future Hub participation from within their commercial exhibit spaces.

### 2. PROMOTION OF FUTURE HUB BY ACC

The Future Hub will be promoted by ACC in some or all of the following pre-show and on-site print and electronic promotions. ACC makes reasonable attempts to attract attendees to the Future Hub but makes no representation or warranties with respect to demographic nature, quality and/or number of attendees.

- a) Pre-Show Promotions:
  - Promotional emails to registered and prospective attendees—select emails will include a lead-in about the Future Hub and link to full information on ACC.23/WCC website
  - Future Hub web page on ACC.23/WCC website —will include comprehensive information about the Future Hub, including participating companies, theater sessions, etc.
- b) On-Site Promotional Materials:
  - Program At A Glance—distributed to all meeting professional attendees, will include Future Hub theater session titles, times and location (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 FutureHub, participating companies and theater schedule (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 Future Hub, participating companies and theater schedule (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 Future Hub, participating companies and theater schedule (as available at time of printing), as well as a feature article

- 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; the Future Hub location will be included
  - 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 Future Hub, participating companies and theater schedule (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; Future Hub location will be included
- c) On-Site Signage:
- ACC will provide sign boards throughout the Expo and Ernest N. Morial Convention Center that promote the Future Hub
- d) Program Planning Tools:
- ACC.23/WCC Mobile App: Future Hub Company companies, theater sessions, and speakers will be searchable and viewable through ACC's app, available for iPad, iPhone and Android
  - ACC.23/WCC Program Planner: Future Hub theater sessions and speakers will be searchable and viewable via the web-based planner