

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.23/WCC 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 Industry-Expert 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.23/WCC exhibiting companies.
- b) Only ACC.23/WCC 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.23/WCC 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.23/WCC (or any part thereof) when ACC, in its sole discretion, believes that (a) the premises in which ACC.23/WCC is or is to be conducted has become unfit for occupancy, or (b) the holding of ACC.23/WCC 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. LIABILITY

Participants are liable for any damage caused to Theater floors, walls, columns, or to Theater 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 Theater furnishings and equipment. The Participant is responsible for all personal and corporate property placed in Theater space.

9. INDEMNIFICATION

- a) Participant agrees to protect, indemnify and hold harmless the following parties (including, but not limited to): ACC, ACC Management; Ernest N. Morial Convention Center; and Freeman; 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.

10. COMPLIANCE & REJECTION

- a) The Participant agrees that its Theater 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 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.

11. 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.23/WCC, 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.23/WCC INDUSTRY-EXPERT THEATERS

1. DEADLINES

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

2. PRICING & PAYMENT

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

Saturday, April 2

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

Sunday, April 3

9:15 am –10:15 am	\$43,000
11:15 am –12:15 pm	\$45,000
3:30 pm – 4:30 pm	\$34,000

Monday, April 4

9:45 am –10:45 am	\$42,000
12:15 pm – 1:15 pm	\$44,000

- 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—50% of the total amount will be due by Oct. 14, 2022, and the balance will be 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 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.** If 50% payment is not received by Oct. 14, 2022, ACC will charge the credit card the amount due.
- ii) **Wire transfer**—Upon approval of and assignment of a Theater slot, ACC 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. 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.** If 50% payment is not received by Oct. 14, 2022, ACC will charge the credit card the amount due.
- 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 50% of the total amount due by Oct. 14, 2022, and the balance will be charged by Jan. 27, 2023. ACC accepts Visa, MasterCard, Discover and American Express.

- c) If full payment is not received by Jan. 27, 2023, 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.22 Industry-Expert Theater Participants may exercise their right of first refusal on the same slot(s) at ACC.23/WCC.
- b) Eligible ACC.22 Industry-Expert Theater Participants must exercise their right of first refusal by submitting an application by Oct. 14, 2022. These Participants will receive confirmation of their slots by Nov 18, 2022.
- c) Slots not taken by the right of first refusal process will be determined by lottery among those companies that submitted applications by the Oct. 14th deadline. Applicants will be notified in November 2022 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.23/WCC exhibitor has been approved for Theater space and subsequently cancels exhibit space at ACC.23/WCC, 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:
 - i) If the Participant cancels the Theater slot before Jan. 27, 2023, 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 Jan. 27, 2023, 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.

5. NO-SHOW POLICY

Any Participant who has not checked in with ACC Expo staff at least one hour prior to the start of their contracted slot will be regarded as a "no-show" and will be deemed to have cancelled the Theater Agreement, and, as such, ACC will retain (if already paid) or the Participant will pay as liquidated damages 100% of the total contracted Theater fee. ACC and ACC Management will be free to utilize the space at its discretion.

THEATER SPECIFICATIONS

1. LOCATION OF THEATERS

- a) The Theaters will be located in the ACC Expo Hall in the Ernest N. Morial Convention Center .
- b) ACC and ACC Management reserve the right to alter the location of the Theaters as shown on the official floor plan, if deemed, in the sole discretion of ACC and ACC Management, to be advisable or in the best interests of ACC.23/WCC.

2. THEATER PRESENTATION SLOTS/TIMES

- a) The Theater slots are:
 - Saturday, March 4**
 - 10:15 am –11:15 am
 - 12:45 pm –1:45 pm
 - 3:15 pm – 4:15 pm
 - Sunday, March 5**
 - 9:15 am –10:15 am
 - 11:15 am –12:15 pm
 - 3:30 pm – 4:30 pm
 - Monday, March 6**
 - 9:45 am –10:45 am
 - 12:15 pm –1:15 pm
- b) ACC and ACC Management reserve 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. THEATER CONFIGURATION

- a) The Theater will include classroom and theater seating for up to 200 attendees; a lectern and microphone on the stage; table microphones for those seated on the stage; a wireless microphone on a stand in the center of the room for audience questions; and a draped six-foot table which Participants may utilize for literature, etc.
- b) Seating, A/V, stage, backdrop, and furnishings may not be moved or changed.

4. INSTALLATION & DISMANTLING

- a) Installation: Participants will have access to the Theater starting 45 minutes before their assigned Theater slot. Participants and their speaker(s) can "prep" during this time. Please note that to facilitate attendees finding a seat before the presentation begins, attendees will be allowed into the Theater approximately one half-hour before the presentation begins.
- b) Dismantling: Participants must remove all literature, materials, handouts, etc., from the Theater within one half-hour after the end of their presentation slot. Any such materials left longer than 30 minutes after the slot's conclusion will be considered trash and disposed of accordingly.

5. AUDIO RECORDING

- a) ACC will provide each Participant an audio recording (MP3 file recorded at 192 Kbit/s) of the presentation, on a complimentary basis, provided after the session on a thumb drive. Participants may opt-out of this benefit by providing written notice to ACC.

USING THE THEATER

1. GIVEAWAYS

- a) Participants are permitted to distribute giveaways from the Theater during their assigned slot only and in accordance with the policies outlined below.
- b) ACC Management is a signatory to the Code for Interactions with Companies, developed by ACC Management 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) 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 ACC.23/WCC exhibitor and/or be related to the physician's work. These giveaways must also be modest in value.
- f) In addition, Participants must 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 Participants to check with their companies' own medical affairs/compliance staff for guidelines required by their own companies.
- g) **All giveaways must be registered by Feb. 3, 2023 via the Additional Booth Activities form found online (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 by the ACC official photographer or videographer, is prohibited in the Expo, including the Industry-Expert Theaters. Unapproved photos and/or videos will be confiscated. ACC will post "no photography" signage in each Theater.
- 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 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.
 - (1) If a Participant wishes to use a photography/videography vendor other than the ACC official photographer/videographer, the Participant 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 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 online beginning in January 2023 and must be completed no later than Feb. 3, 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 and specific Participants before taking photos or video of (or within) the Theaters. Media who take photos or record video of (or within) the without receiving permission, or after permission has been denied by the Participant or the ACC, 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 participating company may not photograph or record video of another Participant's presentation 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, speakers, exhibitors, and Participant and their representatives 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. 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 at the end of January 2023 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.23/WCC Annual Scientific Session & Expo Rules, Regulations, Terms & Conditions* for more information).
- e) All products marketed and promoted in the 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.23/WCC. 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.23/WCC embargo and confidentiality policies governing the disclosure of scientific research results in late-breaking clinical trials and other research scheduled for presentation at ACC.23/WCC. 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 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.23/WCC, and/or subject to other sanctions. All questions and requests regarding ACC's embargo policies must be submitted in writing to Nicole Napoli, ACC Media Relations, at nnapoli@acc.org.

4. ACCESS TO THEATER

Participants may, if they wish, control visitor admission to their Theater presentation, 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)

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

5. 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 and ACC Management. All presentations, meetings, distribution of literature, and the transactions of business of any nature shall be made within the Theaters, or, if applicable, in the Participant's exhibit space or ExpoSuite. Temporary staff and/or Theater personnel, including third-party planners, shall be restricted to these Guidelines as authorized exhibitor personnel. Solicitation in the aisles outside the Theaters or intercepting those in attendance for advertising purposes is prohibited.

6. 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.23/WCC, 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.23/WCC Industry-Expert Theater Agreement.

7. 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.23/WCC 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 Industry Expert Theater (including, but not limited to, announcements, signage, invitations, emails, websites, advertisements, posters and flyers) must be approved by ACC prior to printing, use and/or distribution and are subject to the "ACC.23/WCC Logo and Language Usage Guidelines" available at www.expo.acc.org ("Logo Guidelines").** Final versions of materials should be submitted for approval by Feb. 3, 2023. 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.23/WCC 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. Promotional materials, even if approved, are not permitted in the aisles; in the ACC.23/WCC 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's property; in hotel lobbies, restaurants, meeting rooms or public areas or in front of hotels.
- 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.23/WCC advance professional registrant mailing list (available in January 2023) 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 hosting Theater slots are permitted to supplement ACC signage with floor-standing signage immediately at the entrance(s) of the Theater and within their contracted exhibit space only. The signs at the entrance(s) of the Theater must be professionally printed, no larger than 28" x 44", and may be ordered through Freeman or a contractor of the Participant's choosing. A maximum of four signs may be displayed at the Theater. Signage may only be placed outside the Theater beginning 45 minutes prior to the Participant's slot, and must be removed within 15 minutes of the conclusion of the slot. Any signs left longer than 15 minutes after the slot's conclusion will be considered trash and disposed of accordingly. Signs may not be placed in other venues, other areas of the convention center, buses, taxicabs, etc.
- j) Participants are encouraged to display promotional signage and/or distribute approved materials promoting their Theater presentations from within their exhibit spaces.

2. PROMOTION OF THEATERS BY ACC

The Industry-Expert Theaters 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 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 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 Theaters and link to full information on ACC.23/WCC website
- Theater web page on the ACC.23/WCC website —will include comprehensive information about the Theaters, including participating companies/organizations, speakers, presentation descriptions and schedule.

b) On-Site Promotional Materials:

- Insert in the Doctor's Bag hotel room door drop (if applicable)—distributed to meeting attendees staying at select hotels; will include information about the Theaters, participating companies/organizations and 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 Theaters, participating companies/organizations and schedule (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; Theater locations 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 Theaters, participating companies/organizations and schedules (as available at time of printing).
- Digital signage—scrolling slides that appear on screens placed in high-traffic areas of the Ernest N. Morial Convention Center

c) On-Site Signage:

- ACC will provide sign boards throughout the Expo and Ernest N. Morial Convention Center that promote the Theaters.

d) Program Planning Tools:

- ACC.23/WCC Mobile App: Theater 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: Theater session dates, times, titles and speakers will be searchable and viewable via the web-based planner.