

## 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) A "Prime Time Event" as defined herein shall mean any activity that:
  - i) is independently organized and offered by a company or organization other than the ACC;
  - ii) is held in New Orleans, LA;
  - iii) is held during the following times:
    - (1) Friday, March 3: 6:00 pm–Midnight
    - (2) Saturday, March 4: 5:30 am–7:45 am *or* 6:30 pm–Midnight
    - (3) Sunday, March 5: 5:30 am–7:45 am *or* 6:30 pm–Midnight
    - (4) Monday, March 6: 5:30 am–7:45 am; and
  - iv) may consist of formal presentations, speakers, equipment demonstrations or procedural instruction but does not offer continuing medical education ("CME"), continuing nursing education ("CNE") or continuing education ("CE") credit.
- c) The term "Participant" as used herein shall mean a company, non-profit organization, or university hosting that is approved by ACC to organize or present a Prime Time Event.

### 2. APPLICABILITY, INTERPRETATION & GOVERNING LAW

- a) These ACC.23/WCC Prime Time Event Guidelines (the "Guidelines") are hereby made a part of the Application & Contract for Prime Time Event between the Participant and ACC (collectively, the "Prime Time Event 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 Prime Time Event Agreement. The Participant and its designated representative or agent, if applicable, is responsible for familiarizing itself with these Guidelines. In the event the Participant or its representative or agent fail to observe these Guidelines or the terms of the Prime Time Event Agreement, the Participant's event may be shut down; will lose all priority points that would have been earned for participation at ACC.23/WCC; and/or will not be permitted to hold any events at future ACC Annual Scientific Sessions & Expos. Neither ACC nor ACC Management will be responsible for any expenses or losses resulting from the cancellation or termination of Participant's Prime Time Event.
- b) Any claim or cause of action arising out of the Prime Time Event 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 Prime Time Event 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) Prime Time Events can only be secured by contracted ACC.23/WCC exhibitors, non-profit organizations, and universities.
- b) Only ACC.23/WCC exhibitors, non-profit organizations and universities in good standing with ACC, which is defined as not owing any outstanding amounts from other ACC events, may submit an application for a Prime Time Event. Participants must settle any outstanding balances from current and/or previous ACC events in order for their applications to be considered.

### 5. REVOCAION

- a) ACC reserves the right to revoke the Prime Time Event and terminate the Prime Time 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 Prime Time Event will be revoked, the Prime Time Event 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 Prime Time Event 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 Prime Time Event 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 Prime Time Event 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 Prime Time Event 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 Prime Time Event less expenses incurred by ACC.
- b) The above phrase "a cause or causes not reasonably within ACC'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's performance impossible, illegal, or commercially impracticable in its sole discretion.

**7. WAIVER, ENFORCEABILITY & BINDING NATURE**

The rights of ACC under the Prime Time Event 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 Prime Time Event Agreement by ACC, with or without appropriate or timely payment of any and all fees, the Prime Time Event Agreement shall become binding and enforceable in accordance with its terms. The Prime Time Event 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 Prime Time Event Agreement.

**8. INDEMNIFICATION**

a) Participant agrees to protect, indemnify and hold harmless the following parties (including, but not limited to): ACC, ACC Management, 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 of the Prime Time Event Agreement by the Participant or its agents, contractors, or employees.  
Each party involved in the Prime Time Event 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 Participant agrees that its Prime Time Event 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 Prime Time Event are aware of and abide by these Prime Time Event 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 Prime Time Event participation of any Participant found to be in violation of the Guidelines.

**10. VIOLATION OF GUIDELINES AND AGREEMENT**

a) 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 Prime Time Event are aware of and abide by these Guidelines, the Prime Time Event Agreement, and all other applicable ACC policies.

**ACC.23/WCC PRIME TIME EVENTS**

**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 Prime Time Event is as follows:

Friday, March 3	
6:00 pm–Midnight	\$48,000 (three slots available)
Saturday, March 4	
5:30 am–7:45 am	\$20,000 (three slots available)
6:30 pm–Midnight	\$58,000 (three slots available)
Sunday, March 5	
5:30 am–7:45 am	\$20,000 (three slots available)
6:30 pm–Midnight	\$58,000 (three slots available)
Monday, March 6	
5:30 am–7:45 am	\$15,000 (three slots available)

b) Participants may pay by check, wire transfer and credit card.

i) **Check**—Upon approval of and assignment of a Prime Time Event 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 PTE" in the memo field of the check to ensure correct application of funds.  
ii) **Wire Transfer**—Upon approval of and assignment of a Prime Time Event 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 ACC Management at [acc-exhibits@acc.org](mailto:acc-exhibits@acc.org) for 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.  
iii) **Credit Card**—Upon receipt of a signed Application and Contract for Prime Time Event, an invoice will be sent with instructions to submit credit card payment online. ACC will charge the credit card provided 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 Prime Time Event slot has been forfeited and will pay applicable liquidated damages as outlined in the "Prime Time Event Slot Cancellation Policy," below.

### 3. PRIME TIME EVENT SLOT ASSIGNMENT

- a) Eligible ACC.22 Prime Time Event Participants may exercise their right of first refusal on the same slot at ACC.23/WCC.
- b) Eligible ACC.22 Prime Time Event 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 November 18, 2022.
- d) Slots not taken by the right of first refusal process will be determined by lottery among those companies that submitted applications by the Oct. 14 deadline. Applicants will be notified in December 2022, that they have been awarded a slot.
- e) Although ACC will attempt to accommodate requests for specific Prime Time Event slots, ACC cannot guarantee the specific slot requested by Participant.
- f) Any Participant not pleased with the initial assignment may submit a written request to Christy Troiano, Director, Meeting Exposition Sales and Strategy, at [ctroiano@acc.org](mailto: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. SCHEDULE

- a) ACC and ACC Management reserve the right to alter the times during which Prime Time Events may be held in any manner whatsoever if in its sole discretion such alteration is in the best interest of ACC.

### 5. FUNCTION SPACE

- a) Once the Participant receives approval from ACC Management for its Prime Time Event, the Participant may contact any hotel, restaurant or entertainment venue to request function space. Any venue that the Participant selects will require that Participant provide a copy of the Prime Time Event Approval Letter from ACC before reserving function space. All contracts and communications from that point on will be between the Participant and the venue, and any vendors the Participant secures for transportation, audio/visual, food and beverage, etc. All charges for these items are the sole responsibility of the Participant.

### 6. Regardless of whether a Prime Time Event is being held in a hotel that is within or outside the ACC block, or in any other venue, Participants must receive approval from ACC to hold the event, or the event will be considered to be in violation of these Guidelines. PRIME TIME EVENT CANCELLATION POLICY

If an ACC.23/WCC exhibitor has been approved for a Prime Time Event and subsequently cancels exhibit space at ACC.23/WCC, such exhibit space cancellation automatically results in revocation of permission to hold the Prime Time Event(s). The following cancellation terms apply to all Participants (i.e., ACC.23/WCC exhibitor, nonprofit, or university):

- a) Notification of a Participant's decision to cancel a Prime Time Event 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; or via email: [ctroiano@acc.org](mailto:ctroiano@acc.org).
- b) The date of receipt will be the official cancellation date. Participants that cancel a Prime Time Event will be subject to cancellation fees based on the date of receipt, as follows:
  - i) If the Participant cancels the Prime Time Event before Jan. 27, 2023, the Participant will pay as liquidated damages 50% of the total contracted Prime Time Event fee.
  - ii) If the Participant cancels the Prime Time Event on or after Jan. 27, 2023, the Participant will pay as liquidated damages 100% of the total Prime Time Event fee.
- c) ACC and ACC Management retain the right to utilize the cancelled Prime Time Event slot at its discretion.

### 7. PRESENTATION GUIDELINES

- a) The Participant agrees to utilize its Prime Time Event slot 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-certified educational symposia, sessions or activities during its Prime Time Event.**
- b) Participants acknowledge and shall comply with 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>.
- c) 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](http://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 a Prime Time Event is strictly forbidden. Anyone determined by ACC or ACC Management to have violated the embargo policies may have their Prime Time Event cancelled without refund, 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, Associate Director, Media Relations, at [nnapoli@acc.org](mailto:nnapoli@acc.org).

### 8. SUBLETTING, SHARING & EXCHANGING

The Participant may not assign, sublet or apportion all or any part of their Prime Time Event 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. 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 particular relationship.

## 9. THIRD-PARTY PLANNERS

- a) Participants that choose to use a third-party planner to produce and/or market their Prime Time Event must submit to ACC Management a Third-Party Authorization Letter, naming the third-party planner as being authorized to handle planning responsibilities of the Prime Time Event on the Participant's behalf. The Third-Party Authorization Letter can be found at [www.expo.acc.org](http://www.expo.acc.org).
- b) No requests from third-party event 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.
- c) It is the responsibility of the Participant to ensure that all individuals involved with the planning, production, marketing and/or execution of a Prime Time Event, 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 Prime Time Event Guidelines and all policies, rules and regulations adopted by ACC Management hereinafter.

## PROMOTION OF PRIME TIME EVENTS

### 1. PROMOTIONAL MATERIALS

- a) **All promotional materials for Prime Time Events (including, but not limited to, announcements, signage, invitations, emails, websites, advertisements, posters and flyers) must be approved by ACC prior to printing or use and are subject to the "ACC.23/WCC Logo and Language Usage Guidelines" available at [www.expo.acc.org](http://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](mailto:promotional@acc.org). Please allow a minimum of five business days for approval.
- b) Promotional materials for Prime Time Events 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 Prime Time Event unless otherwise expressly permitted by ACC and in compliance with the Logo Guidelines.
- c) All materials promoting Prime Time Events 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 Prime Time Event.
- e) **All materials promoting Prime Time Events 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 a number of additional promotional opportunities. For details, please visit [www.expo.acc.org](http://www.expo.acc.org).
- g) Distribution of approved materials from Participant's exhibit booth(s) is permitted at Participant's Prime Time Event. Promotional materials, even if approved, are not permitted in the aisles; in the ACC.23/WCC registration and poster session areas; in ACC 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 The Ernest N. Morial Convention Center property; in hotel lobbies, restaurants, meeting rooms or public areas or in front of hotels. **Any violation of this rule will result in the prompt removal of the offending person and property from that area and will result in the loss of ACC.23/WCC priority points by the Participant, if applicable, and/or the Participant will not be permitted to hold events at future ACC Annual Scientific Sessions & Expos.**
- 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 January 2023) to Participants, to be used for promotion of the Participant's Prime Time Event. Mailing list rental guidelines and order forms are available at [www.infocusmarketing.com](http://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) It is the responsibility of the Participant to ensure that all individuals involved with the planning, production, marketing and/or execution of a Prime Time Event are aware of and abide by ACC policies as well as its selected venue's policy regarding signage. In the event that the venue for the Prime Time Event imposes a more restrictive policy regarding event signage than ACC's policy, the organization agrees to comply with the venue's policy.
- j) Signs must be professionally printed, and no larger than 36" x 96". All signs must be approved by ACC prior to printing or use.
- k) Signage may be placed in the venue on the day of the event only. All signs must be removed within one hour of the conclusion of the event.
- l) Signs may not be placed in other venues, parking lots, The Ernest N. Morial Convention Center (with the exception of the area(s) rented by the ACC.23/WCC in the ACC Expo Hall, if applicable), buses, and taxicabs or outside the hotel in which the event is taking place. **Any violation of this rule will result in the prompt removal of the signs from that area and will result in the loss of ACC.23/WCC priority points by the Participant, if applicable.**
- m) Participants are encouraged to display promotional signage and/or distribute approved materials promoting their Prime Time Events from within their exhibit spaces, if applicable.



# Prime Time Event™ Guidelines

## 2. PROMOTION OF PRIME TIME EVENTS BY ACC

The Prime Time Events will be promoted by ACC in some or all of the following pre-show and on-site print and electronic promotions:

### a) Pre-Show Promotions:

- Promotional emails to registered and prospective attendees—select emails will include a lead-in about the Prime Time Events and link to full information on the ACC.23/WCC website.
- ACC.23/WCC Pre-Meeting Mailer—mails in January to 10,000 pre-registered attendees and ACC members; will include information about the Prime Time Events, participating companies/organizations, and schedule (as available at time of printing).
- Prime Time Events web page on the ACC.23/WCC website —will include comprehensive information about the Prime Time Events, including participating companies/organizations, speakers, presentation descriptions and schedule.

### b) On-Site Promotional Materials:

- Insert in Official ACC.23/WCC Meeting Bag—bag is distributed to all meeting professional attendees, will include information about the Prime Time Events, participating companies/organizations and schedule (as available at time of printing).
- Insert in the Doctor's Bag – if applicable (hotel room door drop)—distributed to meeting attendees staying at select hotels; will include information about the Prime Time Events, participating companies/organizations and schedule (as available at time of printing).
- ACC.23/WCC ExpoGuide— guide to industry participation atACC.23/WCC; distributed in the official meeting bag and available in bins outside Expo entrances; will include information about the Prime Time Events, participating companies/organizations and schedule (as available at time of printing).

### c) Program Planning Tools:

- ACC.23/WCC Mobile App: Prime Time Event dates, times, titles, and speakers will be searchable and viewable through ACC's mobile app, available for iPad, iPhone and Android.
- ACC.23/WCC Program Planner: Prime Time Event dates, times, titles and speakers will be searchable and viewable via the web-based planner.