

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 that is approved by ACC to participate in the Innovation Stage™.

2. APPLICABILITY, INTERPRETATION & GOVERNING LAW

- a) These ACC.23/WCC Innovation Stage ("Innovation Stage") Guidelines (the "Guidelines") are hereby made a part of the Application and Contract for Innovation Stage between the Participant and ACC (collectively, "Innovation Stage 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 Innovation Stage Agreement. The Participant or its designated representative is responsible for familiarizing itself with these Guidelines. If the Participant or its representative or agent fails to observe these Guidelines or the terms of the Innovation Stage Agreement, the Participant may be ejected from the Innovation Stage 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 Innovation Stage.
- b) Any claim or cause of action arising out of the Innovation Stage 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 this 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) Innovation Stage slots can only be secured by contracted ACC.23/WCC exhibitors.
- b) Only ACC.23/WCC exhibitors in good standing with ACC, which is defined as not owing any outstanding amounts from other ACC events, may submit an application for an Innovation Stage slot. Participants must settle any outstanding balances from current and/or previous ACC events for their applications to be considered.
- c) If the Participant cancels or defaults on exhibit space, the contracted Innovation Stage slot will be revoked and cancellation fees will apply, as outlined in these Guidelines.

5. REVOCAION

- a) ACC reserves the right to revoke the Innovation Stage presentation and terminate the Innovation Stage 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 Innovation Stage slot will be revoked, the Innovation Stage 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 Innovation Stage 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 Innovation Stage 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 Innovation Stage 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 Innovation Stage 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 Innovation Stage slot 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 Innovation Stage 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 Innovation Stage Agreement by ACC, with or without appropriate or timely payment of any and all fees, the Innovation Stage Agreement shall become binding and enforceable in accordance with its terms. The Innovation Stage 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 Innovation Stage Agreement.

8. LIABILITY

Participants are liable for any damage caused to Innovation Stage floors, walls, columns, or to Innovation Stage 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 Innovation Stage furnishings and equipment. The contracted Participant is responsible for all personal and corporate property placed in Innovation Stage 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 of the Innovation Stage Agreement by the Participants or its agents, contractors, or employees.
- b) Each party involved in the Innovation Stage 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 Innovation Stage 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 an Innovation Stage presentation are aware of and abide by these Innovation Stage 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 Innovation Stage participation of any Participant found to be in violation of these Guidelines.

11. 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 an Innovation Stage presentation are aware of and abide by these Guidelines, the Innovation Stage Agreement, and all other applicable ACC policies.

ACC.23/WCC INNOVATION STAGE

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 Innovation Stage slots is as follows:
One slot or two slots: \$15,500 on Saturday or Sunday, \$13,500 on Monday
Three slots or more slots: receive a 20% discount
- b) **Slots cannot be combined; each slot is a 30-minute presentation with a break of at least 30 minutes between slots.**
- c) Participants may pay by check, wire transfer and credit card.
 - i) Check—Upon assignment of an Innovation Stage slot(s), 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 IS” 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 payment is not received by the deadlines noted in Section 1, ACC will charge the credit card the amount due.
 - ii) Wire transfer— Upon assignment of an Innovation Stage slot(s), 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. 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.** An invoice will be sent with instructions to submit a credit card payment online. If payment is not received by the deadlines noted in Section 1, ACC will charge the credit card the amount due.
 - iii) Credit Card— Upon receipt of a signed Application and Contract for Innovation Stage, an invoice will be sent with instructions to submit credit card payment online. ACC accepts Visa, MasterCard, Discover and American Express.
- d) If full payment is not received by Jan. 27, 2023, the Participant will be notified that its assigned Innovation Stage slot has been forfeited and will pay applicable liquidated damages as outlined in the “Innovation Stage Slot Cancellation Policy,” below.

3. INNOVATION STAGE PRESENTATION SLOT ASSIGNMENT

- a) Eligible ACC.22 Innovation Stage Participants may exercise their right of first refusal on the same slot at ACC.23/WCC.
- b) Eligible ACC.22 Innovation Stage Participants must exercise their right of first refusal by applying 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 what submitted applications by the Oct. 14th deadline. Applicants will be notified in late November 2022 that they have been awarded a slot. Any Innovation Stage slots not filled by lottery will then be made available to ACC.23/WCC exhibitors on a first-come, first-served basis.
- d) Although ACC will attempt to accommodate requests for specific Innovation Stage slots, no guarantees can be made that a company will be assigned the specific slot requested.
- e) Any Participant not pleased with the initial assignment may submit a written request to Christy Troiano, Director, Meeting Exposition Sales & Strategy 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. INNOVATION STAGE SLOT CANCELLATION POLICY

- If an ACC.23/WCC exhibitor has been approved for an Innovation Stage slot and subsequently cancels exhibit space at ACC.23/WCC, such exhibit space cancellation automatically results in cancellation of Innovation Stage slots. The following cancellation terms apply:
- a) Notification of a Participant’s decision to cancel an Innovation Stage slot must be submitted in writing to Christy Troiano, Director, Meeting Exposition Sales & Strategy—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 who cancel an Innovation Stage slot will be subject to fees based on the date of receipt, as follows:
 - i) **Participants who have contracted for one or two slots:**

- (1) If the Participant cancels the Innovation Stage slot before Jan. 27, 2023, the Participant will pay as liquidated damages 50% of the total contracted Innovation Stage fee.
- (2) If the Participant cancels the Innovation Stage slot on or after Jan. 27, 2023, the Participant will pay as liquidated damages 100% of the total Innovation Stage fee.

ii) Participants who have contracted for three slots:

- (1) If the Participant cancels the Innovation Stage slot before Jan. 27, 2023, the total contracted fee will be applied in full at the non-discounted rate to the slot or slots that are retained by the Participant. The Participant will pay as liquidated damages 50% of the remaining originally contracted Innovation Stage fee. *For example, if the Participant originally contracted three slots at the discounted rate of \$33,750, but then cancelled one of the slots, the Participant will pay the non-discounted rate of \$28,000 for the two retained slots, plus pay 50% of the remaining originally contracted fee (\$2,875 of the remaining \$5,750).*
- (2) If the Participant cancels all three of its Innovation Stage slots before Jan. 27, 2023, the Participant will pay as liquidated damages 50% of the total contracted Innovation Stage fee.
- (3) If the Participant cancels the Innovation Stage slot on or after Jan. 27, 2023, the total contracted fee will be applied in full at the non-discounted rate to the slot or slots that are retained by the Participant. The Participant will pay as liquidated damages 100% of the remaining originally contracted Innovation Stage fee. *For example, if the Participant originally contracted three slots at the discounted rate of \$33,750, but then cancelled one of the slots, the Participant will pay the non-discounted rate of \$28,000 for the two retained slots, plus pay 100% of the remaining originally contracted fee (\$5,750 of the remaining \$5,750).*
- (4) If the Participant cancels all three of its Innovation Stage slots on or after Jan. 27, 2023, the Participant will pay as liquidated damages 100% of the total contracted Innovation Stage fee.

iii) Participants who have contracted for more than three slots:

- (1) If the Participant retains at least three slots but cancels its other Innovation Stage slot(s) before Jan. 27, 2023, the total contracted fee will be applied in full at the discounted rate to the three or more slots that are retained by the Participant. The Participant will pay as liquidated damages 50% of the remaining originally contracted Innovation Stage fee. *For example, if the Participant originally contracted four slots at the discounted rate of \$45,000, but then cancelled one of the slots, the Participant will pay the discounted rate of \$33,750 for the three retained slots, plus pay 50% of the remaining originally contracted fee (\$5,625 of the remaining \$11,250).*
- (2) If the Participant retains fewer than three slots and cancels its other Innovation Stage slots before Jan. 27, 2023, the total contracted fee will be applied in full at the non-discounted rate to the slot or slots that are retained by the Participant. The Participant will pay as liquidated damages 50% of the remaining originally contracted Innovation Stage fee. *For example, if the Participant originally contracted for four slots at the discounted rate of \$45,000, but then cancelled two of the slots, the Participant will pay the non-discounted rate of \$28,000 for the two retained slots, plus pay 50% of the remaining originally contracted fee (\$8,500 of the remaining \$17,000).*
- (3) If the Participant cancels all of its Innovation Stage slots before Jan. 27, 2023, the Participant will pay as liquidated damages 50% of the total contracted Innovation Stage fee.
- (4) If the Participant retains at least three slots but cancels its other Innovation Stage slot(s) on or after Jan. 27, 2023, the total contracted fee will be applied in full at the discounted rate to the three or more slots that are retained by the Participant. The Participant will pay as liquidated damages 100% of the remaining originally contracted Innovation Stage fee. *For example, if the Participant originally contracted four slots at the discounted rate of \$45,000, but then cancelled one of the slots, the Participant will pay the discounted rate of \$33,750 for the three retained slots, plus pay 100% of the remaining originally contracted fee (\$11,250 of the remaining \$11,250).*
- (5) If the Participant retains fewer than three slots and cancels its other Innovation Stage slots on or after Jan. 27, 2023, the total contracted fee will be applied in full at the non-discounted rate to the slot or slots that are retained by the Participant. The Participant will pay as liquidated damages 100% of the remaining originally contracted Innovation Stage fee. *For example, if the Participant originally contracted for four slots at the discounted rate of \$45,000, but then cancelled two of the slots, the Participant will pay the non-discounted rate of \$28,000 for the two retained slots, plus pay 100% of the remaining originally contracted fee (\$17,000 of the remaining \$17,000).*
- (6) If the Participant cancels all of its Innovation Stage slots on or after Jan. 27, 2023, the Participant will pay as liquidated damages 100% of the total contracted Innovation Stage fee.

c) ACC and ACC Management retains the right to utilize any cancelled Innovation Stage slots at its discretion.

5. NO-SHOW POLICY

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

INNOVATION STAGE SPECIFICATIONS

1. LOCATION OF INNOVATION STAGE

- a) The Innovation Stage 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 Innovation Stage 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 the ACC.23/WCC Expo.

2. INNOVATION STAGE PRESENTATION SLOTS/TIMES

a) The Innovation Stage slots are:

Saturday, April 2	Sunday, April 3	Monday, April 4
9:45 am – 10:15 am	9:15 am – 9:45 am	9:45 am – 10:15 am
10:45 am – 11:15 am	11:00 am – 11:30 am	12:15 pm – 12:45 pm
12:30 pm – 1:00 pm	1:30 pm – 2:00 pm	
1:30 pm – 2:00 pm	3:45 pm – 4:15 pm	
3:30 pm – 4:00 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 interests of ACC.

3. INNOVATION STAGE CONFIGURATION

- a) The Innovation Stage will include seating for 100 attendees; a lectern and microphone on a low riser at the front center of the theater; a wireless microphone on a stand for audience questions; and a draped six-foot table which Participants may utilize for literature, etc.
b) The riser will only be big enough for one speaker; panels cannot be accommodated.
c) Seating, A/V, and stage may not be moved or changed.

4. INSTALLATION & DISMANTLING

- a) **Installation:** Participants will have access to the Innovation Stage starting one-half hour before their assigned Innovation Stage slot. Participants and their speaker can “prep” during this time. Please note that to facilitate people finding a seat before the presentation begins, attendees will be allowed into the Innovation Stage during the installation time.
b) **Dismantling:** Participants must remove all literature, materials, handouts, etc., from the Innovation Stage area immediately following the end of their presentation slot. Any such materials left 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 INNOVATION STAGE

1. GIVEAWAYS

- a) Participants are permitted to distribute giveaways from the Innovation Stage 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 exhibiting company and/or be related to the physician’s work. These giveaways must be modest in value.
f) In addition, Participants are encouraged to review and adhere to other applicable guidelines and codes of ethics (see “Industry Guidelines” in the ACC.23/WCC Annual Scientific Session & Expo Rules, Regulations, Terms & Conditions for more information). ACC 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 online Additional Booth Activities form found online (www.expo.acc.org) in the Exhibitor Service Kit.**

2. PHOTOGRAPHY & VIDEO RECORDERS

- 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 Innovation Stage. Unapproved photos and/or videos will be confiscated. ACC will post “no photography” signage in the Innovation Stage.
b) The following exceptions shall apply, provided appropriate permission has been obtained from ACC:
i) Participants and their display companies may photograph and/or record video of their own Innovation Stage presentation(s) for marketing or archival purposes. Innovation Stage 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 2022 and must be completed no later than **Feb. 3, 2023**.
ii) Participant Permission—Innovation Stage Participants may decide to permit photography and videography during their 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 Innovation Stage. Media who take photos or record video of (or within) the Innovation Stage 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 Participants 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 Innovation Stage 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 Innovation Stage.

- b) **Innovation Stage 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 Innovation Stage or in the time slot, but will work with Participants in the event of a conflict with another Innovation Stage 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 Innovation Stage (see "Leadership Participation in the Exhibit Hall(s) in 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 Innovation Stage, 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 the 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 posted 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 Innovation Stage is strictly forbidden. Anyone determined by ACC or ACC Management to have violated the embargo policies may be withdrawn from the program or subject to other sanctions. All questions and requests regarding ACC's embargo policies must be submitted in writing to Nicole Napoli, Associate Director, Media Relations, at nnapoli@acc.org.
4. ACCESS TO INNOVATION STAGE
Participants may, if they wish, control visitor admission to their Innovation Stage 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 their presentation is limited to full-access attendees only, as well as personnel to assist with crowd control. Participants should be aware that at least one exterior wall of the Innovation Stage will be, by design, low, to encourage interest from walk-by traffic.
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 Innovation Stage, or, if applicable, in the Participant's exhibit space or ExpoSuite. Temporary staff and/or Innovation Stage personnel, including third-party planners, shall be restricted to these Guidelines as authorized exhibitor personnel. Solicitation in the aisles outside the Innovation Stage or intercepting those in attendance for advertising purposes is strictly prohibited.
6. SUBLETTING, SHARING & EXCHANGING
The Participant may not assign, sublet, or apportion all or any part of their Innovation Stage 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 Innovation Stage any Participant without a signed ACC.23/WCC Innovation Stage Agreement.
7. THIRD-PARTY PLANNERS
- a) Participants who choose to use a third-party planner to produce and/or market their Innovation Stage slot must submit to ACC a Third-Party Authorization Letter, naming the third-party planner as being authorized to handle planning responsibilities of the Innovation Stage 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 Innovation Stage 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 Innovation Stage Guidelines and all policies, rules and regulations adopted by ACC hereinafter.

PROMOTION OF INNOVATION STAGE

1. PROMOTIONAL MATERIALS
- a) **All promotional materials for Innovation Stage (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 ("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 Innovation Stage 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 Innovation Stage presentation unless otherwise expressly permitted by ACC and in compliance with the Logo Guidelines.

- c) All materials promoting Innovation Stage 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 an Innovation Stage presentation.
- e) **All materials promoting Innovation Stage presentations must 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 from the Innovation Stage during the Participant's Innovation Stage 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 discounted (50% off) use of the ACC.23/WCC advance professional registrant mailing list (available in January 2023) to Participants, to be used for promotion of the Participant's Innovation Stage 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 Innovation Stage slots are permitted to supplement ACC signage with floor-standing signage immediately at the entrance(s) to the Innovation Stage and within their contracted exhibit space(s) only. The signs at the entrance(s) to the Innovation Stage 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 two signs may be displayed at the Innovation Stage. Signage may only be placed outside the Innovation Stage beginning one-half hour prior to the Participant's slot and must be removed immediately following the conclusion of the presentation. Any signs left after the presentation'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 Innovation Stage presentations from within their exhibit spaces.

2. PROMOTION OF INNOVATION STAGE BY ACC

The Innovation Stage 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 Innovation Stage, but makes no representation or warranties with respect to demographic nature, quality and/or number of attendees. Attendance at any given Innovation Stage 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 may include a lead-in about the Innovation Stage and link to full information on ACC.23/WCC website.
 - Innovation Stage web page on ACC.23/WCC website—will include comprehensive information about the Innovation Stage, including participating companies/organizations, speakers, presentation descriptions and schedule.
- b) On-Site Promotional Materials:
 - Program At A Glance—distributed to all meeting professional attendees, will include session titles, times and locations (as available at time of printing).
 - 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 Innovation Stage, 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 Innovation Stage, 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; Innovation Stage location will be included; dates and hours as space permits.
 - Table tents—tent cards promoting the ACC.23/WCC Learning Destinations; placed in Expo foodservice and/or other lounge areas; will include information about the Innovation Stage, 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 Ernest N. Morial Convention Center; Innovation Stage location will be included; dates and hours as space permits.
- c) On-Site Signage:
 - ACC will provide sign boards throughout the Expo and Ernest N. Morial Convention Center that promote the Innovation Stage.
- d) Program Planning Tools:
 - ACC.23/WCC Mobile App: Innovation Stage 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: Innovation Stage session dates, times, titles and speakers will be searchable and viewable via the web-based planner.