

# VIRTUAL MEETING EXHIBITOR AND SPONSOR RULES & REGULATIONS

The rules and regulations listed in this Exhibit Prospectus are part of all space contracts. The AAE reserves the right to enforce these rules and regulations, as well as to make final decisions on all points covered or not covered in the Exhibit Prospectus and Integrated Marketing Guide. The AAE reserves the right to decline or remove any exhibit that, in its judgment, is not suitable or not keeping with the character of the exhibition. At its discretion, the AAE may accept or reject any Application/Contract for Exhibit Space.

## 1. PRODUCT AND SERVICE ELIGIBILITY REQUIREMENTS

1. All Exhibits must provide accurate information and must not be deceptive or misleading.
2. Companies and individuals that sell products and services in conflict with AAE policies and position statements are not eligible to exhibit.
3. Exhibits must be eligible for one of the following three areas:
  - a. Products and services directly related to and useful in the practice of endodontics or dentistry;
  - b. Products and services indirectly related to the practice of endodontics that are used by, support or are otherwise beneficial to endodontists and dentists in their practices; or
  - c. Products and services not specified in these rules and regulations that are unrelated to endodontics and dentistry but have been approved in writing by the AAE.

## 2. BOOTH ASSIGNMENT

The AAE will make booth assignments based on priority points. The following applies to all booths in the Exhibition:

### Priority Points

Each year, Exhibitors receive points that are cumulative, based on the number of booths rented:

First 10' x 10' booth = 2 points

Additional 10' x 10' booths = 1 point each booth space

For example, an Exhibitor renting three booths will receive 4 points.

In addition, any corporation that contributes in a given year (annual meeting to annual meeting) for Sponsorship and Advertising at AAE-sponsored meetings (Annual Meeting, Insight Track, APICES) and/or money given to the Foundation is eligible for extra priority points based on the following calculation. (In-kind donations are not recognized in priority point calculations.)

When a merger or acquisition occurs, priority points will be combined only in the instance of a complete buyout. Paperwork must be submitted to the AAE prior to the start of booth selection for the combination of points to take effect.

### SPONSORSHIP/ADVERTISING/FOUNDATION CONTRIBUTIONS. .... ADDITIONAL POINTS

0-\$5,000 .....	1 additional point
\$5,001-\$14,999 .....	5 additional points
\$15,000-\$29,999 .....	10 additional points
\$30,000-\$74,999 .....	15 additional points
\$75,000-\$150,000 .....	20 additional points
\$151,000 and above .....	25 additional points

The AAE will assign all applications in a fair and equitable manner using the above criteria and will consider assignment of space as accepted unless rejected by the Exhibitor in writing within 14 days from the mailing of booth confirmation.

## 3. TERMS OF PAYMENT/REFUNDS

### In-Person & Virtual Exhibit Booth

A deposit payment of 25% overall booth cost in U.S. funds by either check or credit card must accompany the Application/Contract for Exhibit Space. International Exhibitors must pay by electronic funds transfer or a check in U.S. funds drawn on an U.S. institution. Payment in full is due seven days prior to the first day of the meeting. Companies not paid in full will be considered in breach of the exhibit space application shall forfeit their exhibit booth space and all monies paid. Companies that register to exhibit within 60 days of the meeting must pay in full by credit card, electronic funds transfer or check.

The AAE will issue a full refund if the Exhibitor cancels the Application/Contract 30 days prior to the meeting start date, but will issue no refunds after that time. If the AAE cancels the in-person exhibit hall due to COVID-19 restrictions, payments will be refunded less the virtual exhibit booth price.

### Virtual Exhibit Booth Only

The AAE will issue a full refund if the Exhibitor cancels the Application/Contract 30 days prior to the meeting start date, but will issue no refunds after that time.

### Sponsorships

A 50% deposit is required with the contract. Payment in full is due seven days prior to the first day of the meeting. Once the application is accepted by AAE if the sponsor decides to cancel, full payment is due.

#### 4. TRANSMISSION OF AUDIO OR VISUAL REPORTS

Exhibitors shall not transmit nor permit anyone to transmit a description of any part of the AAE Annual Meeting by means of radio, television, cable, videotape, digital recording or other methods of transmission of audio or visual reports without the prior written consent of the AAE.

#### 5. BUSINESS ACTIVITY RESTRICTIONS

1. Solicitation of business by anyone representing or connected with a non-exhibiting company is strictly forbidden.
2. All business activities of the Exhibitor are restricted to the confines of the booth space rented.
3. Merchandise may not be sold for delivery on the Exhibition hall floor.
4. All products and services must comply with all state and local regulations and with all current Food and Drug Administration regulations, if required.
5. Exhibitor-sponsored functions require pre-approval from the AAE and may not conflict with official AAE programming.

#### 6. HOLD HARMLESS CLAUSE/INSURANCE COVERAGE

1. Exhibitor assumes responsibility for, and hereby agrees to protect, indemnify, defend and hold the American Association of Endodontists, the facility, and the affiliates and subsidiaries of each, the officers, directors, employees, agents, members and partners of each ("Indemnified Parties") harmless against all claims, losses, expenses or damages, including attorney's fees, to persons or property, and governmental charges or fines arising out of or caused by Exhibitor's installation, removal, maintenance, occupancy, or use of the Exhibition premises or a part thereof. Exhibitor shall not protect, indemnify, defend and hold the Indemnified Parties harmless against any claims, losses or damages of whatever kind or nature arising out of or caused by the negligence or willful misconduct of the Indemnified Parties.
2. The Exhibitor understands that neither the AAE nor the facility maintains insurance covering the Exhibitor's property and that it is the sole responsibility of the Exhibitor to obtain such insurance 45 days prior to Exhibition. Exhibitor agrees to provide the AAE with an original Certificate of Insurance showing the policy in effect at least through the final day of exhibition, and issued by an insurance carrier authorized to do business in the state in which the facility is located, evidencing insurance coverage having minimum limits of \$2,000,000 in support of Exhibitor's aforesaid agreement to indemnify, hold harmless and defend against said above stated hazards and exposures. In addition to the Exhibitor, such Certificates of Insurance shall name as additional insureds, the American Association of Endodontists, the facility and/or the affiliates and subsidiaries of each, the officers, directors, employees, agents, members and partners of each. The insurance policy shall provide that the policy will not be canceled without 30 days prior written notice to the AAE. Please note that faxes or photocopies of the Certificate of Insurance are not acceptable.
3. All property of the Exhibitor is understood to remain under its custody and control in transit to, from or within the confines of the Exhibition area. Exhibitors are advised to carry floater insurance to cover exhibit material against damage or loss and public liability insurance against injury to the person or property of others. Neither the AAE, the facility nor the Official Contractor maintains insurance covering Exhibitors' property.
4. Reasonable precautions will be taken to protect property during installation, exhibition and removal periods. However, neither the AAE, the facility nor the Official Contractor is responsible for the safety of the property of Exhibitors from theft, damage by fire, accident, vandalism or other causes.
5. The AAE accepts no responsibility for agreements between Exhibitors, the facility, the Official Contractor or any other third party. The AAE assumes no liability for any work performed by such contractors, and the Exhibitor shall look solely to such contractor in the event of any injury or damage resulting from the work performed by such contractor.
6. If the premises of the facility are destroyed or damaged, or if the AAE Annual Meeting fails to take place as scheduled, or is interrupted or discontinued, or interfered with by any act of God, an emergency declared by any government agency, or by the AAE for any reason, the exhibit contract may be terminated by the AAE. In the event of any such termination, the Exhibitor releases the AAE and waives any and all claims for any type of damage and agrees that the sole liability of the AAE shall be to return to each Exhibitor the Exhibitor's space payment, less the Exhibitor's prorated share of loss and expenses incurred and committed by the AAE for the convention.

#### 7. SUBLETTING

No Exhibitor shall be allowed to sublet their exhibit space, or any portion of it, to another company or individual. All goods exhibited must be those manufactured or sold by the Exhibitor in the regular course of business.

#### 8. PRODUCTS AND SERVICES

Exhibitor shall not exhibit any products or services other than those described in its application or approved of in writing by the AAE.

#### 9. ENDORSEMENTS

Exhibitor shall not in any manner indicate that an AAE endorsement or approval of Exhibitor's product or service has been given by the AAE merely because the AAE approved such product or service for display. Exception is made for vendors who have a contractual agreement with AAE as an AAE Advantage member.

#### 10. EXHIBIT, SIGNAGE & PROMOTIONAL MATERIALS

Exhibits, signage and promotional materials should also adhere to AAE's advertising policy. AAE reserves the right to reject or remove any exhibit, signage, or promotional materials that does not conform to AAE policy, mission, core values, brand or its philosophy. Exhibit promotional materials must not quote the names, statements or writing of any individual, public official, government agency, testing group or other organization without their express written consent. If the AAE finds claims made in any promotional material to be unacceptable to the AAE, such material will be deemed ineligible for use at the AAE Annual Meeting. The AAE will not be held liable for any expenses incurred in connection with such promotional materials.

## 11. CORPORATE SUPPORT & SPONSORSHIP TERMS

Only companies exhibiting at the Annual Meeting are eligible for sponsorship and educational opportunities. Sponsorship will be awarded on a first-come, first-served basis with a 50 percent deposit required to secure the item of choice. The balance must be remitted no later than April 14, 2021. Corporations that have sponsored an event or item at the previous year's Annual Session have "first right of refusal" until February 12, 2021, before the sponsorship opportunity is offered to other interested sponsors.

The deadline for sponsorship is April 9, 2021, except where otherwise noted. Placement of graphic sponsorships will be at the sole discretion of the AAE. All graphic sponsorships must meet the AAE Sponsorship Policy and Guidelines. Preference will be given to graphic sponsors in the order agreements are received.

All agreements will be considered final and binding upon written confirmation from the AAE. Cancellation of Exhibit Space will automatically cancel any sponsorships. Once the application is accepted by AAE if the sponsor decides to cancel, full payment is due. There are no refunds on sponsorships. Sponsorships are non-transferrable and non-refundable.

Sponsored items or events must adhere to the Association's policies for corporate support and coincide with the goals and ambience of the meeting.

## 12. VIOLATION OF CONTRACT

1. The AAE reserves the rights to inspect all merchandise to be exhibited to ensure compliance with the AAE Rules and Regulations set forth in this Exhibit Prospectus.
2. Any Exhibitor shall be subject to eviction, without refund, if this contract is violated.

## 13. GENERAL PROVISIONS

All rules and regulations set forth in this document will be strictly enforced. Anyone found in violation of the rules may be subject to any or all of the following remedies at the sole discretion of the AAE:

1. The exhibit closed down until the situation is remedied.
2. The exhibit closed down for the remainder of the show.
3. Loss of priority points for current year's show.
4. Prohibition from exhibiting in the AAE Annual Meeting for the next year.