

Virtual Exhibition Regulations

1. AAOMS

The acronym "AAOMS" represents the American Association of Oral and Maxillofacial Surgeons acting through its respective officers, directors, members, committees, agents or employees in the management of the exhibition.

2. Virtual Exhibition Dates and Hours

The virtual Exhibit Hall will be open to attendees Oct. 1 to 10, 2020. The virtual conference site will remain up for 60 days. **Virtual Exhibitor Engagement Hours:** Booths do not need be "staffed" every day of the event. Exhibition engagement hours will be distributed in September; AAOMS asks that exhibitors are available to communicate with attendees during these hours. Being in attendance during these engagement hours is not mandatory but will increase engagement opportunities and the success of participation.

Engagement hours will be released to exhibitors in September 2020. Everyone must register to participate in the 2020 Virtual AAOMS Annual Meeting. Please reference individual exhibit packages for the number of virtual registrations included.

3. Virtual Exhibition Standards

AAOMS welcomes exhibitors to the 2020 Virtual AAOMS Annual Meeting, as exhibits constitute an important means of keeping members informed of new and improved products and services for the provision of oral and maxillofacial care and services. Exhibits and promotional materials will be dignified and truthful and designed to provide useful and reliable information. The exhibition of a product or service at the 2020 Virtual AAOMS Annual Meeting does not constitute an AAOMS endorsement of the product or service or of the claims made.

Practitioners look to the evaluation and acceptance programs of the American Dental Association (ADA) and approval by the U.S. Food and Drug Administration (FDA). Drugs or devices that require pre-market approval from the FDA or that must comply with established product standards will not be eligible to exhibit unless FDA approval has been obtained or the appropriate product standard is met. AAOMS reserves the right not to sell space for the exhibition of any product or service that is at issue, in litigation with a government agency or is the subject of an unfavorable or cautionary report or other reason at its sole discretion. An exhibitor who violates the mentioned standards may be ineligible to participate in any future AAOMS exhibitions.

4. Arrangement of Virtual Exhibits and Booth Design

The show management reserves the right to inspect the quality of the appearance of each virtual booth prior to the beginning of the virtual event. Show Management on behalf of AAOMS may request removal of any unapproved content. Each exhibitor will be provided with a link to the official Virtual Exhibitor Guidelines. All virtual booth space must be arranged and constructed in accordance with the guidelines, provisions and limitations contained in the Virtual Exhibitor Guidelines.

5. Permissible Exhibits/Product and Material Distribution

All business activities of the exhibitor at the 2020 Virtual AAOMS Annual Meeting must be within the exhibitor's allotted exhibition space. Participating firms will be limited to those that have oral/maxillofacial-directed products, equipment or services. At the request of AAOMS made at any time or times before or during the exhibition, exhibitor must promptly furnish AAOMS with sample products, packages, labels, advertising and promotional literature that would be or is being distributed before exhibitor will be eligible to participate or continue in the exhibition. AAOMS reserves the sole and absolute right to determine which firms and products are appropriate in its judgment for inclusion in the exhibition and to refuse, cancel or restrict any applicant or exhibit that AAOMS considers undesirable for any reason. This provision applies to exhibitor's conduct, articles, printed matter, samples, questionnaires or anything that AAOMS deems objectionable. If AAOMS decides that any of these do not meet its standards or are not suitable, the exhibitor must at once comply with AAOMS demands or can withdraw without refund. This violation includes the immediate removal without refund from the virtual exhibit hall of any exhibitor or exhibiting company who is found visiting another competitor's booth and/or exhibitors who are found downloading competitor's content. Exhibition representatives are representing their exhibiting company and the exhibiting company is responsible for making their representatives aware of this regulation. AAOMS reserves the right to reject, cancel, remove or restrict exhibitors that interfere with the best interests of the exhibition as a whole.

6. FDA Regulation

Exhibitors are expected to abide by all applicable FDA regulations. Exhibitors shall have available at their virtual booths a letter from the FDA that describes the allowable use status of each product exhibited. Exhibitors are reminded of FDA restrictions on the promotion of investigational and pre-approved drugs and devices and the prohibition on promoting approved drugs and devices for unapproved uses. It is the responsibility of the exhibitor to see that all exhibit personnel are aware of and adhere to these rules.

In its sole discretion, AAOMS may permit products that are not FDA-approved for a particular use in humans or oral and maxillofacial surgery or that are not commercially available in the United States to be exhibited but only when accompanied by the appropriate signs that indicate their status. The virtual signs must be easily visible and placed near the product and on any graphics depicting the product. As appropriate, the following are virtual signs that should be displayed:

- Cleared for marketing when intended for _____ (type of use) only.
- Device/product is not for distribution in the United States.
- Device/product is limited by Federal Law for investigational use.

AAOMS Exhibitor Relations Committee members and show management will be monitoring the FDA status of products during the meeting.

7. Liability

The exhibitor agrees that neither AAOMS nor Communiqué Conferencing, Inc., nor any of their officers, directors, members, agents or employees shall be held liable for any damage, loss, harm or injury to the person or property of the exhibitor or any of its officers, directors, agents or employees, resulting from theft, accident or any other cause. The exhibitor shall indemnify, defend and hold harmless AAOMS, Communiqué Conferencing, Inc., and their officers, directors, members, agents and employees from and against any and all claims, demands, suits, liability, damages, losses, costs, attorney's fees and expenses of whatever kind or nature that might result from or arise out of any action or failure to act on the part of the exhibitor or any of its officers, directors, agents or employees.

8. Use of Certain Property

The exhibitor will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music, materials, devices, processes or dramatic rights used on or incorporated in the exhibitor's space. The exhibitor shall indemnify, defend and hold harmless AAOMS, Communiqué Conferencing, Inc., and their officers, directors, members, agents and employees from and against all claims, demands, suits, liabilities, damages, losses, costs, attorney's fees and expenses of whatever kind or nature that might result from or arise out of use of any such material(s) described.

9. Subleasing of Virtual Space

Virtual exhibitors may not assign, sublet or apportion to others the whole or any part of the virtual space allocated and may not display goods or services other than those manufactured or regularly distributed by them.

10. Insurance

Exhibitors shall carry their own insurance to cover exhibit material against damage and loss as well as public liability insurance against injury to the person and property of others. Each party agrees to indemnify and hold harmless the other, its agents and employees from and against all claims, liabilities and expenses, including reasonable attorney's fees, arising from acts, omissions or breach of this Agreement by the party or its agents or employees. The parties shall each maintain appropriate and sufficient insurance to cover their obligations under this Agreement. In no event shall AAOMS be liable to the exhibitor more than the amount paid under the Agreement. AAOMS shall not be obligated to carry any insurance for the benefit of exhibitors.

11. Force Majeure

The performance of this Agreement by either party is subject to acts of God, war, government regulation, disaster, fire, epidemic, threatened or imminent strikes, civil disorder, curtailment of transportation facilities,

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threats or terrorist attacks or other similar occurrence beyond the control of the parties, making it illegal, impossible or commercially impractical to carry on the Virtual Exhibits or fully perform the terms of this Agreement. This Agreement may be terminated, or performance may be excused without penalty, for any one or more of such reasons by written notice from one party to the other.

12. Rates, Deposits and Refunds

Return the completed application. The following booth package options will be available to exhibitors:

- Premier Plus*: \$15,000
- Premier: \$8,000
- Enhanced Standard: \$2,500
- Standard: \$1,500

**Limit of six premier plus booths available on a first-come, first-served basis.*

Current AAOMS Exhibitors: If an exhibitor already had funds paid to AAOMS, AAOMS will automatically transfer the appropriate amount to pay for the selected virtual booth package and honor the exhibitor's selection for transfers/refunds.

Just signing up? Invoices will be sent as soon as the application is received. Full payment is due immediately upon invoicing.

Virtual profiles for exhibitors will not be set up until full payment is received.

13. Virtual Exhibition Cancellation

If the exhibition is destroyed by any cause, or if circumstances, in the opinion of AAOMS, make the holding of the exhibition impractical, AAOMS may in its sole discretion cancel the exhibition but shall return the unused portion of the rental fee. AAOMS is released from any and all claims for damages, which may arise in consequence thereof. No refunds will be given for cancellation of submitted applications. Failure to make payments does not release the exhibitor from its contractual financial obligation.

14. Violations

In the event of a violation, AAOMS has the right without written notice to terminate its contract with the exhibitor and exhibiting company, and to evict the exhibitor from the exhibit hall at the exhibitor's own risk and expense.

15. Canvassing and Other Activities

No person, firm or organization not having contracted with AAOMS for the occupancy of space in the exhibition will be permitted to display or demonstrate its products, processes or services or distribute promotional materials in or on the premises of the virtual exhibition hall. Any infringement of this rule will result in the removal of the offending person. Circulars or other promotional material may be distributed only from the exhibitor's assigned space. AAOMS reserves the right to discontinue distribution of materials. Prize awards, drawings, lotteries and contestants are allowed and must be approved in advance by AAOMS.

16. Virtual Exhibitor Personnel

The exhibition is limited to individuals, business firms, agencies, manufacturers and dealers who have contracted and paid for space assignments. Each exhibitor shall furnish AAOMS with the names of its representatives. The registrations are not transferable, and AAOMS reserves the right to withdraw the use of any exhibitor login used to gain admission to the exhibition by any person other than the one for whom it was issued.

17. Virtual Exhibition Attendees

The virtual exhibition is open to any person registered for the 2020 Virtual AAOMS Annual Meeting. AAOMS reserves the right to refuse to admit or eject from the exhibition hall or from any space therein any person or persons engaged in objectionable or undesirable behavior, and on the exercise of this authority the exhibitor, for itself, its officers, directors, employees and agents, hereby waives any right and all claim for damages against AAOMS, its officers, directors, members, agents and employees.

Representatives of non-exhibiting firms may not visit the virtual exhibition hall. No other persons, including those persons otherwise eligible to attend the exhibition and be on the exhibition floor, will be permitted to attend the exhibition for the purpose of demonstrating their products or distributing advertising materials outside their paid booth space in the exhibition hall.

18. Confidentiality

AAOMS and the exhibitor, on behalf of themselves and their respective agents and employees, agree not to use or disclose at any time any confidential information of the other party or its affiliated groups, unless expressly authorized in writing and/or required by law. Both parties acknowledge that the obligations undertaken in this Section will survive the termination or expiration of this Agreement.

19. ADA CERP and ACCME Standards

AAOMS is recognized as a provider of continuing dental education by the American Dental Association Continuing Education Recognition Program (ADA CERP) and is accredited as a provider of continuing medical education by the Accreditation Council for Continuing Medical Education (ACCME). AAOMS adheres to the ADA CERP Standards and Procedures and adheres to the ACCME accreditation requirements, including the Accreditation Criteria, the ACCME Standards for Commercial Support and the ACCME Policies, in its development and delivery of continuing medical and continuing dental education activities. AAOMS is accredited by ACCME to provide continuing medical education. AAOMS must abide by all guidelines as set forth by the ADA CERP and ACCME.

20. ADA CERP and ACCME Guidelines for Corporate Support

In support of the Standard of Commercial or Promotional Conflict of Interest as set forth by the ADA CERP and the Standards of Commercial Support of Continuing Medical Education as set forth by the ACCME and in order to maintain a clear separation

of education and promotion, speakers at AAOMS educational sessions are prohibited from exhibiting products or services related to the content of their presentation(s). Speakers for the AAOMS educational program will be available for review on the AAOMS website at AAOMS.org.

21. Booth Presentation

No accredited continuing education activity (i.e., for which CME, CE or CEU certification is awarded) may be conducted in the exhibit booth. No promotion of a CME-accredited AAOMS educational session is allowed from the virtual booth. AAOMS Exhibitor Speaking Opportunities may be promoted from your virtual booth.

Developing CME content at or from the 2020 Virtual AAOMS Annual Meeting program is in direct violation of AAOMS rules.

22. Social Functions

Any social function sponsored by an exhibiting company must be approved by AAOMS. Exhibitors must submit a written request for any function they wish to hold during the 2020 Virtual AAOMS Annual Meeting to the AAOMS exhibition manager no later than 15 days prior to the meeting. Social functions are allowed only during program-free hours (subject to change, pending final conference schedule).

Invitations shall be issued only to the 2020 Virtual AAOMS Annual Meeting registrants. It shall be made clear these are unofficial functions. Any exhibitor who violates the above agreement may be ineligible to participate in any future AAOMS exhibitions.

23. Governing Law and Jurisdiction

The exhibitor's contract shall be construed, interpreted and governed according to the laws of the State of Illinois regardless of its conflict of law or choice of law rules, and the parties agree that, in any action or proceeding arising under or related to this agreement, they shall be subject to the exclusive jurisdiction of the United States District Court for the Northern District of Illinois, Eastern division, or of the courts of the State of Illinois.

24. Exhibition Advertisements

Exhibition of a product or service at the 2020 Virtual AAOMS Annual Meeting does not constitute AAOMS endorsement of the product or service or its promotional materials. As a condition of exhibiting at the 2020 Virtual AAOMS Annual Meeting, the exhibitor agrees not to include in any promotional materials the claim that it has exhibited at an AAOMS Annual Meeting or conference. AAOMS believes that such a claim may imply endorsement or may otherwise be deceptive. When referring to this exhibition in any printed context, such as advertising or direct mail promotions, the exhibitor shall specify the event name as the 2020 Virtual AAOMS Annual Meeting. Use of the words "convention" or "trade show" as titles are inaccurate and inappropriate. Exhibitors are responsible for notifying their advertising and public relations staff.

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25. Market Research and Surveys

Any exhibitor wishing to conduct market research or surveys during the 2020 Virtual AAOMS Annual Meeting and Exhibition must adhere to the following:

- Surveys and questionnaires must be submitted for approval to the AAOMS exhibition manager no later than 15 days prior to the exhibition.
- All surveys/questionnaires must be conducted within the confines of the exhibitor's virtual booth.
- At no time may exhibit personnel leave their virtual booth to encourage participation or to survey/question attendees.
- Market research companies must identify the names of the clients for whom they are conducting research.

Survey documents and any publication or results may not include the name of AAOMS or make any reference to the 2020 Virtual AAOMS Annual Meeting that might cause respondents or readers to believe AAOMS is endorsing, approving or involved with the research.

An exhibitor who violates the mentioned guidelines is subject to penalties and may be ineligible to participate in any future AAOMS exhibitions.

26. General

These Regulations are to be construed as a part of the agreement between the exhibitor and AAOMS. AAOMS reserves the right to interpret all matters and questions not covered by these Regulations. These Regulations may be amended at any time by AAOMS, and all amendments shall be equally binding on all parties affected by them as the original Regulations. In the event of any amendments or additions to these Regulations, written notice will be given by AAOMS to those exhibitors affected by them.

Exhibition Management Team

All exhibition correspondence and requests for information should be directed to:

American Association of Oral and Maxillofacial Surgeons
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