RULES AND REGULATIONS

The American College of Physicians, Inc. (ACP) has full authority to interpret or amend these rules, and its decision is final. Exhibitors agree to abide by these rules and regulations, as well as the rules and regulations that may hereafter be adopted, which shall be as much a part as though originally incorporated. All issues not addressed herein are subject to the decision of ACP.

Contract and Contractual Agreement

By submitting an exhibit contract for virtual booth space, the Exhibitor agrees to adhere to all rules and regulations, requirements, and restrictions as set forth in the Exhibitor Prospectus and ACP Rules and Regulations. Failure to abide by such rules and regulations may result in forfeiture of all monies paid and/or eligibility to participate in future ACP meetings. No Exhibitor may exhibit any goods other than those manufactured or handled by the Exhibitor in the regular course of business.

ACP ETHICAL GUIDELINES

ACP Ethical Guidelines prohibit Exhibitors who promote the sale of products by physicians out of their office. ACP reserves the right at its sole discretion to refuse any contract on the basis of ACP Rules and Regulations and Ethical Guidelines.

ACP NAME OR LOGO

ACP’s name, seal, logo, and acronym are proprietary marks and may not be used in signs, advertising, or promotions in any media or on product literature. This rule applies before, after, and during the meeting, unless prior approval has been received from the ACP Exhibit Manager.

AMERICANS WITH DISABILITIES ACT (ADA)

All Exhibitors are responsible for compliance with the Americans with Disabilities Act (ADA).

ATTORNEY’S FEES

Should ACP find it necessary to retain an attorney or attorneys to enforce any of the provisions of this contract or to protect its interest under this contract, ACP shall be entitled to recover from the other party all reasonable costs, charges, and expenses, including attorneys’ fees, costs, and related expenses.

BOOTH DESCRIPTION

Booth descriptions submitted by the Exhibitor must be factual in nature. Copy will be reviewed and edited at the discretion of ACP. It is up to the Exhibitor to indicate registered trademarks or other proprietary markings for product names registered with the USPTO and TM for all trademarks. Please use quotation marks for designating publication names.

It is the Exhibitor’s responsibility to enter all information on behalf of its company by any requested print promotional deadlines.

BOOTH OPERATIONS

No Exhibitor may operate in a way that violates the rights of another Exhibitor or Attendee. The decision on appropriate conduct will be at the discretion of the ACP Exhibit Manager.

- No high-pressure “pitch” of any kind is permitted.
- Professional discretion should be observed at all times.
RULES AND REGULATIONS

- The background of the virtual display must show the generic name of any drug product that is featured.
- Exhibitors are prohibited from publishing information gathered as a result of exhibiting without the prior written consent of ACP.
- Live or recorded performance of music is not permitted. ACP has a signed license agreement with the American Society of Composers, Authors, and Publishers (ASCAP) and Broadcast Music, Inc. (BMI) that covers recorded music for program events not including the virtual exhibits.

BOOTH SPACE
Contracts for virtual exhibit space will be accepted based on availability.

BOOTH STAFFING
It is recommended that virtual exhibits be staffed and operational at all times during exhibit hours.

CANCELLATION POLICY
Exhibit contract submission requires a nonrefundable deposit of 100% of the total exhibit fee. If Exhibitor decides to cancel their exhibit contract, Exhibitor forfeits 100% of the total exhibit fee. Cancellations must be submitted in writing and will be processed using the date of receipt as the official cancellation date.

Regardless of the reason for cancellation, this policy is strictly enforced and no exceptions are granted. ACP shall have the right to use cancelled space as deemed appropriate, including the selling of space to another Exhibitor. Note: It is the Exhibitor’s responsibility to cancel all other arrangements made in connection with exhibiting. Exhibitor is liable for any and all fees or penalties associated with the cancellation.

CANCELLATION OF EXPOSITION
In the unlikely event of cancellation of the Internal Medicine Meeting due to any force majeure event (e.g., fire, strikes, governmental regulation or order, transportation interruption, terrorism, national emergency, natural disaster, outbreak or continuance of an epidemic or contagion or declaration of pandemic by the U.S. government or the World Health Organization, or other cause beyond the reasonable control of ACP that prevents or makes Internal Medicine Meeting commercially unreasonable or inadvisable for its scheduled commencement or continuance), then and thereupon Exhibitors and ACP have no further obligation to one another. ACP will determine on an equitable basis the portion of refund of exhibit fees as is possible, after due consideration of expenditures and previous commitments.

CME CREDIT
Individual companies may offer continuing medical education programs in the virtual Exhibit Hall; however, credit cannot be given for such courses within the virtual meeting platform.

ELIGIBILITY TO EXHIBIT
ACP reserves the right to control all aspects of the virtual Exhibit Hall. ACP specifically reserves the right to determine the acceptability of contracts for eligibility to exhibit. Contracts to exhibit will be accepted or rejected on the basis of criteria including, but not limited to, that products or services should be medical in nature, be related to the practice of medicine, have professional or educational benefit, or be acceptable based on the ACP’s Position Paper on Physician-Industry Relations. ACP reserves the right at its sole discretion to refuse any contract on the basis of ACP policies, rules, and regulations. ACP Ethical Guidelines prohibit Exhibitors who promote the sale of products by physicians out of their office.
Virtual exhibit contracts will not be accepted if ACP deems them to include false or misleading statements. No exhibit contract will be accepted if ACP determines the exhibit is in poor taste, offensive to persons in attendance, and is not in keeping with the character and purpose of Internal Medicine Meeting. **ACP may remove any exhibit or promotion from the virtual meeting platform and interactive floorplan that ACP finds objectionable or does not comply with ACP rules and regulations as set forth in the Exhibitor Prospectus and Rules and Regulations.**

**EXHIBIT BOOTH FEE**
Applies to all companies eligible to exhibit. A purchase order will not serve as payment and will not hold virtual exhibit space. 100% of the total exhibit fee is required with contract. Payments by check must be received within 10 days of submitting the contract or the booth will be released.

**EXHIBITOR INSURANCE REQUIREMENTS**
For the term of the agreement, the Exhibitor shall maintain, in full force and effect, and at its own cost and expense: (1) General Liability Insurance: in a Combined Single Limit, which shall include coverage for Contractual liability, bodily injury (including death and disability), and property damage arising out of or relating to the Exhibitor’s participating in ACP’s Internal Medicine Meeting 2021 in amounts as are adequate to ensure full protection from liability to ACP, but in no event shall such General Liability Insurance policy amounts be less than One Million Dollars ($1,000,000.00) per occurrence, and Two Million Dollars ($2,000,000.00) on an annual basis, in the aggregate, and (2) Worker’s Compensation Insurance, as necessary to ensure that ACP is not liable for any damages for any worker’s compensation claim caused by or attributable to the Exhibitor’s participation in ACP’s Internal Medicine Meeting 2021, within the statutory limits as required by law. Exhibitor shall confirm to ACP such insurance cannot be cancelled or changed prior to the Internal Medicine Meeting. **Upon request, Exhibitor agrees to provide ACP a suitable certificate verifying that the required insurance is and will remain in force for the duration of the Exhibition.**

Such certificate of liability insurance shall name ACP and each of its respective affiliates, subsidiaries, regents, employees, agents, officers, and directors as “Additional Insureds” on each and every applicable insurance policy. The insurance policies and coverage set forth herein shall be primary as to any other valid and collectible insurance and shall contain an endorsement that such insurance policy shall remain in full force and effect notwithstanding that the insured has waived its right of action against any party prior to the occurrence of a loss, and shall require the insurer to waive all rights of subrogation against ACP.

By submitting an exhibit contract, the Exhibitor accepts that ACP will bear no liability for personal injuries, whether suffered by an Exhibitor, its employees, its contractors, agents or business invitees. ACP will also assume no liability for loss or damage to the property of an Exhibitor, its employees, its contractors, agents or business invitees, regardless of the cause, unless such injury or damage results from, or is caused directly or exclusively by, the negligence or wrongful acts of ACP.

**FDA REGULATIONS**
Exhibitors are reminded of the U.S. Food and Drug Administration (FDA) restrictions on the promotion of investigational and preapproved drugs and devices. Exhibitors are also cautioned about FDA prohibition of promoting approved drugs for unapproved purposes.

**FLOOR PLAN**
A virtual interactive floor plan is available online. ACP reserves the right to rearrange the floor plan at any time and to relocate Exhibitors if it becomes necessary for causes beyond the control of ACP or if it is advisable in the best judgment of ACP.
RULES AND REGULATIONS

INTERNAL MEDICINE NAME OR LOGO
The Internal Medicine Meeting name, show look, or logo may not be used in virtual displays, advertising, or promotions in any media or on product literature. This rule applies before, after, and during the meeting, unless prior approval has been received from the ACP Exhibit Manager.

LEAD DATA
Instructions to obtain attendee lead data will be available at a later date.

LIABILITY, INDEMNIFICATION, AND SECURITY
The Exhibitor is responsible for all liability, losses, claims, and demands on account of any injury, death, or damage to property, however they occur, that arise from the acts of the Exhibitor or its employees, agents, licensees, or contractors. The Exhibitor agrees to save, defend, indemnify, and hold harmless ACP from and against any and all liability, losses, claims, and demands that may arise from or be asserted in connection with the foregoing undertaking and responsibilities of the Exhibitor. Neither ACP nor their respective employees, agents, licensees, or contractors are liable for injuries to any person or for damage to property owned or controlled by the Exhibitor, however they arise, except for claims for damages or injuries caused by or resulting from the gross negligence of ACP or their respective employees, agents, licensees, or contractors.

MEDIA AND PRESS POLICY
In accordance with ACP’s media policy, reporters cannot conduct interviews or recordings in the virtual Exhibit Hall. Please direct any questions about the media to the Public Relations and Web Communications Department in advance of Internal Medicine Meeting at 215-351-2668.

NEW EXHIBITORS
Companies who have not exhibited with ACP within the past 5 years are required to submit company brochures or materials that describe their product or service prior to submission of their contract. ACP reserves the right at its sole discretion to refuse any company who does not meet ELIGIBILITY TO EXHIBIT requirements.

NONPROFIT EXHIBIT BOOTH FEE
Applies to qualified organizations for purposes of public service and awareness. It is limited to nonprofit organizations with IRS tax code 501(c)(3) or 501(c)(5) as approved by ACP. Supporting documentation must be submitted with contract. Only one virtual nonprofit booth space is permitted per organization. The nonprofit rate does not apply to 501(c)(3) or 501(c)(5) companies exhibiting for purposes of recruitment or job placement. Nonprofit hospitals do not qualify for this rate. A purchase order will not serve as payment and will not hold exhibit space. 100% of the total exhibit fee is required with contract. Payments by check must be received within 10 days of submitting the contract or the booth will be released.

OUTSTANDING INVOICES
Outstanding balances owed to ACP as a result of previous transactions must be paid in full before approval of exhibit contract.

PHOTOGRAPHY AND RECORDING
Many virtual booth designs contain copyrighted or trademarked materials. Therefore, permission for photographing or recording a virtual booth must be given by the authorized occupants of that booth. Public or private virtual demos, chats, and interviews may not be recorded or shared in any way. The complete Internal Medicine Meeting 2021 Media Policy is available online.

Recording of sound or images by any method, including cameras or mobile phones, is prohibited in the virtual Exhibit Hall. ACP reserves the right to audio or video reproduction of all presentations at Internal Medicine Meeting. No broadcast, resale, repurposing, or other distribution of ACP content is permitted without express written consent from ACP.
RULES AND REGULATIONS

Interviews of any kind, recorded or not, are prohibited in the virtual Exhibit Hall. The complete Internal Medicine Meeting 2021 Media Policy is available online.

PRIORITY POINTS
Each Exhibitor will obtain 1 point for each virtual booth. A bonus of 3 points will be added to the sum for each consecutive year of exhibiting in the past 5 ACP annual meetings.

PUBLICITY AND ADVERTISING
All products or service demonstrations, interviews, instructional activities, and distribution of promotional literature must be confined to the assigned virtual exhibit space. Exhibitors may not use the ACP or Internal Medicine Meeting name, show look, or logo on any promotional materials or invitations without ACP’s consent.

RAFFLES
Exhibitors who wish to sponsor contests or raffle drawings must be approved by ACP via the online Raffles Request form prior to the meeting. The contest or drawing must be open to all meeting attendees and be conducted in a professional manner. ACP reserves the right at its sole discretion to refuse any raffle item on the basis of ACP policies, rules, and regulations. Unapproved raffle items will not be permitted. Raffle prizes must be valued at $250 or less.

SELLING OF PRODUCTS
Sales and order taking are permitted provided that all transactions are conducted in a manner consistent with the professional nature of ACP and Internal Medicine Meeting 2021.

- Products for sale must be the Exhibitor’s own unaltered, marketed products, and the products or services must be pertinent to the attendees’ professional interests.
- All selling of Exhibitor’s products and/or services is restricted to the virtual space assigned to the Exhibitor.
- ACP reserves the right to restrict or halt sales activities that it, in its sole discretion, deems inappropriate or unprofessional.
- Exhibitors are solely responsible for complying fully with business license and sales and use tax regulations.
- Exhibitors are solely responsible for complying fully with all applicable local, state, and federal laws.
- If ACP receives complaints on your company’s products, services, and/or business practices, ACP will review the complaints and re-evaluate your company’s exhibiting status. This may subject the Exhibitor to immediate eviction from the virtual platform and will forfeit all fees paid and subject to penalties and will be prohibited from participating in future ACP conferences.

SOLICITATION
Nonexhibitors or representatives of nonexhibiting companies may not solicit business in any part of the virtual meeting platform. Solicitation by Exhibitors is strictly prohibited. Should an Exhibitor be in violation, ACP reserves the right to remove the solicitors from the virtual platform and may result in possible loss of eligibility for participation at future ACP annual meetings.

SUBLETTING OF SPACE
Subletting of virtual exhibit space is prohibited. Two or more companies may not exhibit in a single virtual exhibit space.

THIRD-PARTY REPRESENTATIVES
Any agency that represents an Exhibitor must submit their client’s name, contact information, address, telephone, and signature and title with the contract for virtual exhibit space.
TRAFFIC AND ATTENDANCE
ACP makes no guarantees of virtual traffic flow or the demographic nature, quantity, or presumed quality of leads. ACP strongly encourages Exhibitors to market their presence at the Internal Medicine Meeting.

UNAUTHORIZED VENDORS
Exhibitors are sometimes targeted by companies who many claim to be affiliated with the American College of Physicians or the Internal Medicine Meeting. Please be aware that these companies are not authorized to provide services on ACP’s behalf. All official Internal Medicine Meeting vendors will be listed online on the Contact Us page. All official vendor forms and communications will be labeled with an Official Vendor logo, as shown.

VIDEO/PHOTO RELEASE
By participating in Internal Medicine Meeting 2021, Exhibitor grants ACP the right to record, take video, or take photographs during the meeting and reproduce them in ACP educational, news, or promotional material, whether in print, electronic, or other media. All postings are the sole property of ACP, and such postings may be displayed, distributed, or used by ACP for any legal purpose.

VIOLATION OF REGULATIONS
All Exhibitors and their representatives agree to adhere to all rules and regulations, requirements, and restrictions as set forth in the Exhibitor Prospectus and ACP Rules and Regulations. Those Exhibitors who, in the opinion of ACP, do not conform to these regulations or who conduct themselves unethically will be subject to the following penalties:

- First violation will result in the loss of all priority points.
- Second violation will result in the loss of eligibility for participation at future ACP annual meetings.
- When appropriate, penalties will progress through the steps described above. However, ACP, in its sole discretion, reserves the right to levy a more severe penalty without progressing through these successive steps, including immediate termination of the virtual exhibit.