2024 ANNUAL SESSION MEETING TERMS AND CONDITIONS

**Contracting opens on September 5, 2023. The AAO reserves the right to update the terms and conditions, including the event times, up until the start time of the Annual Session.

Any company interested in exhibiting at an AAO Annual Session should contact Elizabeth Cordes at ecordes@aaortho.org to get set up with a new Exhibitor Console.

Exhibitor contract links will be sent to the primary contact for each company, and once your booth is confirmed by show management, you will be sent a link with access to your exhibitor console. The exhibitor console is where all resources related to the Annual Session reside, including the link to register your booth staff and secure your hotel rooms.

**All exhibitors who submit contracts agree to abide by the following terms.:

Space Rental Fees – The AAO space rental fees are based on the total square feet utilized. Space in the Exhibit Hall is rented on a square foot basis, with minimum rental being 100 square feet in a 10'x10' configuration. When appropriate, the exhibit areas are provided with an 8'-high back drape and a 3'-high side rail. Perimeter booths are the only ones that can exceed a height of 8 ft. and reach up to 12 ft., while in-line booths in other parts of the AAO Exhibit Hall must follow the standard height limit. The AAO reserves the right to determine island configuration availability. Base rental fee for an in-line 10×10 booth is \$3300. Total pricing is determined by the number of booth spaces, whether a booth is in-line or island, and the level of event sponsorship purchased. In order to compensate the AAO for the lost revenue inherent in creating island booths vs. renting booths in-line, Islands measuring 400 sq.ft. or more shall be charged a \$1,000 island fee in addition to the standard space rental. Booths in a premium location, which are identified on the floorplan included in your exhibitor prospectus, will be applicable to an additional fee of \$150.

Conference Rooms – Conference rooms in the exhibit hall will be available for a fee of \$4,900/per room. These rooms are 10'x10', hard-walled and lockable. They include: 1 draped table, 2 chairs, carpet, and 1 wastebasket. Additional furnishings or equipment may be ordered at exhibitor's expense.

Deposit – A fifty percent (50%) deposit must be submitted through your exhibitor console at the time of contracting beginning on September 6, 2023. If paying by check, booths will NOT be confirmed until the check is received in the AAO office. **No space will be confirmed without receipt of deposit.**

Please note: Payment for purchase of a sponsorship must be collected in full at the time of purchase.

Balance of Payment – Payment in full must be received in the AAO office no later than January 26, 2024. The AAO reserves the right to cancel any unpaid space after January 26, 2024, and resell the space without any liability or refund of deposit.

Cancellations or Downsizing– Exhibitors must notify the AAO Meetings Department in writing if cancelling booth space and/or sponsorship OR downsizing their booth space. Refunds for cancelled space and/or sponsorship, OR downsized booth space will be given as follows:

- 1. If booth space or sponsorship is cancelled or booth space is reduced prior to December 31, 2023, the AAO will retain 25% of the total exhibition cost. (i.e. \$825 for a standard 10x10)
- 2. If booth space or sponsorship is cancelled or booth space is reduced between December 31, 2023, and January 26, 2024, the AAO will retain 50% of the total exhibition cost. (i.e. \$1,650 for a standard 10x10)
- 3. If booth space or sponsorship is cancelled or booth space is reduced after January 26, 2024, the AAO will retain or collect 100% of the total exhibition cost. No refund will be given.

All cancellations will be assessed a minimum processing fee of \$150. Should the inperson meeting be cancelled, the AAO agrees to notify the contracted exhibitors as soon as possible and the refund will be processed accordingly. Please allow up to 30 days for your refund to process.

Exhibitors are responsible for cancelling any other reservation (e.g. – hotel or airline reservations) made in connection with the event.

Subletting/Sharing Space – Exhibitors cannot sublet, assign, or share any portion of the assigned exhibit space to any other person or company, without the express written consent of AAO Show Management.

Eligibility for Exhibitors – The AAO will consider all exhibit contracts based on the following criteria but reserves the right to reject an application for any reason whatsoever at their sole discretion:

- 1. Manufacturers, suppliers and distributors of orthodontic products and services.
- 2. Manufacturers, suppliers and distributors of products and services that benefit orthodontics.
- 3. Manufacturers, suppliers and distributors of products and services that are considered by the AAO to be of general interest to Annual Session attendees.
- 4. Providers of professional, financial, consulting, and miscellaneous services that are considered by the AAO to be of general interest to Annual Session attendees.
- 5. Only dental-related companies who do not engage in, or provide material support for or to, teledentistry services that do, in the AAO's sole discretion, meet the necessary standards of patient care and/or safety, including but not limited to requiring sufficient supervision (both in-person and/or otherwise) by a licensed dentist and/or orthodontist, will be permitted the right to exhibit.

6. Nonetheless, the AAO reserves its right to prohibit any exhibitor at its sole

discretion, regardless of whether it meets any of the above criteria.

Rejected Contracts – In the event an exhibit contract is not accepted by the AAO, the deposit for the exhibit space will be refunded to the applicant.

EXHIBITOR SPACE ASSIGNMENT

Space Assignment Policy – The AAO reserves the right to limit the amount of square feet purchased by any single exhibitor in order to preserve the diversity of the Exhibit Hall. The AAO also has the right to limit the number of exhibitors of similar products or services. The AAO reserves the right to assign exhibitors within the Exhibit Hall according to the type of products or services exhibited.

In order to honor the continued commitment and longevity of our exhibitors, the AAO Annual Session booth assignment process will occur as follows:

- The companies (and their subsidiaries) with 30 priority points or more OR total spend in FY23 of greater than \$10,000 in sponsorship (*please note: this does not include the purchase of conference rooms*) will qualify for early booth contracting and placement that will occur between August 7th and September 1st
- Contracting and booth placement opens for companies with 27 29 priority points on September 5, 2023
- Contracting and booth placement opens for companies with 25 26 priority points on September 6, 2023
- Contracting and booth placement opens for companies with 22 24 priority points on September 7, 2023
- Contracting and booth placement opens for companies with 20 21 priority points on September 8, 2023
- All contracts received starting on (and after) September 12, 2023 will be assigned in chronological order once the contract and the deposits have been received.

Parent Organization & Subsidiary Space Assignment: Several AAO exhibitors purchase space for parent organizations that also own subsidiary companies. In an effort to recognize the total contribution made by these parent organizations, the AAO will allow parent organizations the ability to purchase and assign all of its booth space(s) at the same time according to the following standards:

1. The date / time of the space assignment shall occur based on the highest-ranking company within the organization, according to a list that is kept and managed by

AAO show management. (The Exhibits manager can provide the list of priority placement upon request.) Priority placement is determined by each company's total spend on booth rental and sponsorship the prior year.

- 2. Each exhibiting company that is included within the parent organization's total space, must have an authorized representative available at the assigned date and time.
- 3. All exhibiting companies looking to be placed at the time of the company with the highest priority points must choose a location adjacent to one another.
- 4. During this appointment, all representatives will be expected to confirm the size & location of their booth and submit their contract online indicating such. If a representative is unable or unwilling to commit to their space, location, size or by submitting their contract and paying deposit, space will not be held for that company.
- 5. Initially, the company name with the highest priority points shall be the only name to appear on the floorplan. Each subsidiary company's name will appear on the floorplan as it is assigned in order, according to the list kept by AAO show management, or by September 12, 2023.
- 6. After September 12, 2023, the total area will reflect each individual company's name according to the contract that each company originally submitted. Each company shall be billed based on their individual booth size, with any discounts applying only to the individual company.
- 7. The required 50% deposits shall be paid by the date of submitting the contract.
- 8. Each subsidiary company that complies with the standards listed above shall be listed individually within any exhibitor guide provided to conference attendees.

Relocation of Exhibits – The AAO may alter the location of any exhibit at any time, if in the best interest of the exhibition. The AAO also has the right to prohibit or remove any exhibit, or part of any exhibit, that violates policy, local ordinance, or is judged inappropriate by the AAO for any reason, in its sole discretion. Exhibitors requesting additional available space on-site will be allowed to move upon approval by the AAO show management. Once the show has begun, movement of booths shall not occur until the exhibit hall is closed for that day. AAO staff reserves the right to deny additional space requests should the request cause undue hardship to the exhibition.

Booth Width Limitations: In order to eliminate the unnecessary creation of aisles, exhibitors who purchase island booth spaces are limited in their choices of how long their booth can be. *Looking at the 2024 Annual Session floorplan, length is identified as*

the side of the booth that runs from the top to the bottom of the page – with entrances being the doors in Meeting Room D-1 and Meeting Room D-2 coming in from the Lobby D area. The width (side of the booth that runs from left to right) is dictated by the existing aisles. Island booths may be 20' wide, 50' wide, or 80' wide only. There are 4 aisles in the 2024 Floorplan where there is an existing skybridge, prohibiting any hanging signs in those locations.

EXHIBITOR HOUSING & REGISTRATION

Registering Booth Staff – Each exhibiting company may register two (2) representatives per 100 square foot booth (10x10) purchased, at no charge. To register booth staff, exhibitors must link to the AAO's registration manager through the exhibitor console. Exhibitor staff over and above the allotment mentioned here can also be registered and paid for in the same manner for an additional fee of \$100 per badge. The AAO will only restrict exhibitor staff registration if required by local authorities.

Name Badges – Exhibitor name badges will be printed onsite. The exhibitor registration counter is located outside Exhibit Hall E at the Ernest N. Morial Convention Center. Security personnel will be located at all entrances to the Exhibit Hall to ensure that only properly registered persons enter. Any transfer or unauthorized use of the official name badge is prohibited. Name badges may not be altered in any way. Stickers, ribbons and/or emblems, designed for the purpose of being affixed to the official Annual Session identification badge are strictly prohibited.

Admission of Guests – Admission of exhibitor guests is strictly prohibited. Badges will not be issued to representatives of non-exhibiting companies. Exhibitors may not register orthodontists, dentists, or other individuals as exhibitors unless they are employed by or officially represent the company and will staff the exhibit. An exhibiting company that registers a representative from another company, or an orthodontist, dentist or other individual that is not an employee or official representative of the exhibiting company, will be assessed a \$2,150 fee per non-authorized registrant. This fee represents the on-site registration fee for non-members, and it must be paid prior to the end of the show on May 6, 2024.

Making Hotel Reservations – Exhibitors are expected to use the AAO official housing company, OnPeak, to secure room reservations for their employees. Hotel room blocks open November 6, 2023. Rooms may be reserved by linking to OnPeak through the exhibitor console.

Any company requiring a block of 10 or more rooms, is asked to send arrival/departure dates and hotel preference to OnPeak Exhibitor & Group Analyst via e-mail to Monica Wilkins at <u>monica.wilkins@onpeak.com</u> or call direct at <u>(212) 468-5251</u>.

BOOTH PERSONNEL CONDUCT

Conduct – Exhibitors and their agents are expected to always act in a professional manner. Any disruptions or unacceptable conduct may result in ejection from the Exhibit Hall with no refund of space rental fees. Under no circumstances is it appropriate for any exhibitor to photograph or record another exhibitor's booth or products. Any exhibitor caught doing so will be permanently dismissed from the exhibit hall with no refund of their exhibit charges.

Exhibitor Staffing – It is the policy of the AAO that all exhibits be staffed throughout the official open hours of the Exhibit Hall. Exhibitors are required to open and close their exhibits according to the official exhibit hours. **Exhibitors will NOT be allowed to tear down their booth space prior to exhibit hall close on Monday, May 6, 2024.**

Solicitations by Non-Exhibitors – Only registered AAO attendees and exhibitors are allowed in the Exhibit Hall or other programs related to the AAO Annual Session. Violators of this policy will be promptly dismissed from the Annual Session and will not be eligible to participate in future AAO exhibits.

Exhibit Hall Admission – Exhibitors are allowed to enter the Exhibit Hall one (1) hour before the opening and are allowed to stay one (1) hour after the closing of the Exhibit Hall.

Messages and Paging – Paging will only be allowed for documented emergencies. Exhibitors are encouraged to make arrangements through the Exhibitor Service Kit should they require telephone service in their exhibit.

Care of Building – Any damage to the building by the exhibitor or the exhibitor's agent will be charged to the exhibitor. Walls, woodwork, and flooring must not be defaced or altered in any manner whatsoever. Tacking, taping, or nailing of signs, banners, etc., to any permanent wall, post, woodwork, or floor is prohibited. No nails may be attached in any way to the building.

Smoking Policy – The AAO has a no smoking policy for all AAO events. This includes the Exhibit Hall (including set up and tear down time), all seminars and lectures, all food and beverage functions, and all areas of the convention center.

Distribution of Printed Material – Distribution of printed material (including swag) by exhibitors, or its agents is limited to their contracted exhibit space, with the exception of the Doctor Lecture Sponsors, or Table Swag Sponsors. Materials and advertising may not be distributed in any other area inside or outside the convention center or within 5 miles of the convention center or the AAO's contracted hotels without prior AAO authorization.

IN-BOOTH ACTIVITIES

Prize Contests – Prize contests, giveaway contests, games of chance, raffles, and drawings are permitted with approval by the AAO to generate traffic to your exhibit. Requests for any type of traffic generator must be submitted in writing to the AAO Show Management at <u>hkiel@aaortho.org</u>,

Product Distribution – The following guidelines should be used in taking orders and distributing products:

- 1. Order taking may occur any time the Exhibit Hall is officially open.
- 2. Attendees may take delivery of their order in the Exhibit Hall at any time the

Exhibit Hall is open. All convention center & AAO hotel block public areas is

prohibited for the distribution of product orders.

Projected Images and Lighting – Projected images and lighting must be contained within the exhibitor's contracted space.

Sound Restrictions – Sound amplification must be kept at a level that does not disturb other exhibiting companies or attendees. Audiovisual is permitted provided that screens and monitors are placed as to not cause congestion in the aisles and the sound is not excessive. The AAO reserves the right to determine at what point the sound level constitutes interference with others. Live performance of music by an exhibitor is not permitted in the Exhibit Hall. Exhibitors must obtain their own licensing agreements with the American Society of Composers, Authors and Publishers (ASCAP) and Broadcast Music, Inc. (BMI) should the exhibitor choose to play music licensed by those two organizations.

Exhibitors cannot display any product or service in the assigned exhibit space other than the product or service normally distributed in the regular course of business. Violations can result in immediate closure and removal of the exhibit from the Exhibit Hall without refund of space rental fees.

SPONSORSHIP REGULATIONS

Sponsorship – All exhibiting companies have priority in purchasing sponsor activations. Initial priority is given to the previous year's sponsors. If the previous year's sponsor does not re-purchase an activation, that activation is made available to all other exhibiting companies.

Non-exhibiting companies may purchase any sponsor activation that is available on or after February 5, 2024. Non-exhibiting sponsors will be assessed a one-time fee of \$4,010 in addition to the cost of the sponsor activation(s) purchased. This fee provides the sponsoring company with two guest pass registrations.

Neither AAO members nor exhibiting companies shall solicit sponsorships for their events occurring in conjunction with the AAO Annual Session. The expense of any event occurring in conjunction with Annual Session shall be born entirely by the host/hosting organization. Any exhibitor who sponsors or solicits sponsorships on behalf of a host organization will be found to be in violation of their exhibiting contract and will lose priority booth placement at the next contracting period (and subsequent penalties) as outlined in the Exhibitor Violation Policy in these terms and conditions.

EXHIBITOR/ATTENDEE-SPONSORED EVENTS

**The AAO has reserved Friday, May 3, 2024, Saturday and Sunday beginning no earlier than 8:30 pm, and Monday, May 6, 2024, as a free time for AAO exhibiting companies to entertain AAO attendees. Exhibitors are encouraged to use these times for any events they might be inclined to host.

Exhibitor-Sponsored Courses, Lectures, Study Groups, Clinics and Hospitality

Events – Any AAO event exhibitors or attendees are required to complete the Function Space Request form to conduct a course, lecture, study group, clinic, or other such event in conjunction with any AAO event. Once the exhibitor/attendee's event is approved, appropriate available space will be assigned to the group, and the group will work directly with the venue assigned. Exhibitors/attendees in violation of this policy may be penalized in any manner deemed appropriate by show management, including having contracted space canceled without refund and removal from the Exhibit Hall without refund of space rental fees.

The AAO will allow the presentation of meetings, programs, events, and courses by individuals, organizations, or business entities in conjunction with the Annual Session if they comply with the criteria listed below.

1. Permission must be requested by the host from the AAO which shall include a description of the event, location, proposed promotional materials and anticipated audience size and makeup. All requests must be approved in writing by the AAO, and the AAO reserves the right to approve or disapprove any presentation or event in its sole and absolute discretion.

2. Orthodontic manufacturers, dental supply companies, or representatives from social media groups requesting permission must be exhibiting at the AAO event related to the request.

3. Events must be held within forty-eight (48) hours prior to the AAO event or following the conclusion of the AAO event, with the exception of events sponsored and planned by entities related to the AAO, and then only with the prior approval of show management, in its sole and absolute discretion.

4. All in attendance at the exhibitor/attendee's event must be registered for the Annual Session to which the event relates.

5. Event organizers must utilize the AAO to secure official housing and meeting space. Events must be held in official AAO facilities.

6. Approved event sponsors will not be allowed to use the AAO logo, AAO event logo or refer in any way as being part of an AAO event, unless previously authorized under an existing written agreement with show management.

7. Upon written approval, exhibitors may arrange for Annual Session attendees to visit/tour the exhibitor's facility. Visits/tours may only take place during the date(s) designated by that year's planning committee for Exhibitor Sponsored Hospitality Events.

8. Award Ceremonies – Neither AAO members nor exhibiting companies will be allowed to host their own award ceremonies (events that recognize any one orthodontic supplier or vendor company or any one speaker over another) in conjunction with any AAO meeting or conference, or at any AAO contracted venue or hotel.

9. Sponsorships - Neither AAO members nor exhibiting companies shall solicit sponsorships for their events occurring in conjunction with the AAO Annual Session. The expense of any event occurring in conjunction with Annual Session shall be born entirely by the host/hosting organization.

Any exhibitor who is found to be in violation of their exhibiting contract will lose priority booth placement at the next contracting period and is subject to any additional penalties as outlined in the Exhibitor Violation Policy.

EXHIBIT SPECIFICATIONS

General Requirements – All exhibiting companies must adhere to the following requirements for displaying or promoting products and services at AAO sponsored meetings:

- All claims regarding products and services should be truthful and accurate and may cite, in footnotes, references from dental and other scientific literature provided the reference is truthful and is a fair and accurate representation of the body of literature supporting the claim(s) made.
- 2. All products and services should be relevant, effective, and useful in the practice of orthodontics and/or the dental profession unless given prior approval by the AAO.
- Comparative advertising claims for competing products and services must be substantiated adequately. Unwarranted disparagements or unfair comparisons of a competitor's products or services will not be allowed.
- 4. Guarantees may be used in product/service promotion provided the statements that are "guaranteed" are truthful and can be substantiated. However, no guarantee should be used without disclosing its conditions and limitations.

- Products and services and claims regarding such producers and services, may not conflict with, or appear to violate AAO policy, the AAO Principles of Ethics and Code of Professional Conduct or its Bylaws.
- 6. The AAO may, in its sole and absolute discretion, prohibit any exhibitor from promoting any product or service that conflicts with this policy or is the subject of any governmental restriction or action. The AAO further reserves the right to prohibit any exhibitor from promoting or exhibiting any product or service that offers, or provides material support for or to, teledentistry or teledentistry services that do not, in the AAO's sole discretion, meet the necessary standards of patient care and/or safety, including but not limited to requiring sufficient supervision (both in-person and/or otherwise) by a licensed dentist and/or orthodontist.
- Complete scientific and technical data, whether published or unpublished, concerning product safety, operation, and usefulness may be required by the AAO. This data must be acceptable to the AAO, in its sole discretion.
- 8. Companies' activities, products, and services must comply with all applicable laws. Companies may not engage in nor offer marketing activities, services, or products that provide incentives for reviews or only encourage, permit, or display positive reviews.

Aisle Space/Floorplan – Ten-foot aisles have been predetermined in the floorplan. The AAO will submit the final reconfigured floor plan to the Ernest N. Morial Convention Center Fire Marshall for approval. The AAO reserves the right to reconfigure the floorplan as necessary according to final space assignment, facility restrictions, and fire codes.

Arrangement of Exhibits – Exhibitors must arrange their displays so as not to obstruct the general view of other exhibits. All displays or solid construction in excess of 3' high must be a minimum of 3' behind the perimeter line of the exhibit. Maximum exhibit height should not exceed 8'. Special requirements apply for island booth configurations. See details under ISLAND EXHIBITS below.

Island Exhibits – An island exhibit is a display detached from other displays with aisles on all sides (minimum 400 sq. ft). The height restriction is 20' which includes ground supported structures. Island booths configured with solid walls exceeding 4' in height on the perimeter will be required to allow at least 50% visibility. Exhibitors may use Plexiglas or similar see-through material (free from any branding) to create walls exceeding 4' in height. Additional Island Exhibit guidelines are outlined in the exhibitor console and will be fully enforced in the Exhibit Hall. Island exhibit plans must be submitted for approval to AAO show management at hkiel@aaortho.org and ecordes@aaortho.org no later than January 26, 2024. **Bonding** – The American Association of Orthodontists reserves the right to require exhibiting companies to be bonded through an approved bonding company, in an amount determined by the AAO to be satisfactory, in its sole discretion.

Enclosed/Covered Exhibit Booths – The National Fire Protection Association has revised guidelines for the display of covered exhibit space. Exhibits that are covered must meet the following minimum life safety requirements:

- 1. Enclosed or covered areas must be protected by an audible smoke detector. This includes storage closets built into the exhibit.
- 2. Each enclosed or covered area must display a charged fire extinguisher with a minimum rating of 2A, 20BC.
- 3. There should be no less than two exits from each occupied covered area.
- 4. A fire prevention attendant shall be provided by the exhibitor and will be on duty at all times the exhibit is unoccupied.

Helium Balloons – Helium balloons or other lighter-than-air items are strictly prohibited in the Exhibit Hall.

Non-Flammable Materials – All materials used in the exhibit must be nonflammable in conformance with New Orleans, LA Fire Codes. No combustible decorations such as crepe paper, tissue paper, cardboard, or corrugated paper can be used at any time. All packing containers, excelsior and wrapping paper are to be removed from the floor and cannot be stored in the exhibit area. All cloth decorations must stand a flameproof test as prescribed by the New Orleans, LA Fire Department. Material not conforming to fire codes will be removed at the exhibitor's expense.

Signs – No signs, lighting trusses, or banners may be placed outside of the Exhibit Hall or outside of the assigned exhibit space except as previously authorized by the AAO. Two-sided signs are allowed in island configurations only. Illuminated signs must be contained in and be a part of the total display and are to be professional in appearance. Lighting truss may be hung with prior AAO written authorization. Lighting truss must be hung inside the assigned exhibit space and cannot extend over the aisle. Strobe or flashing signs are not permitted. Non-illuminated signs are permitted on extensions if they are no less than 12' from the bottom of the sign to the floor to permit vehicular traffic.

Hanging Signs and Structures – Hanging signs/structures will be permitted for island booths of 400 sq. ft. or larger only. Requests for hanging signs must be submitted in writing to AAO show management at hkiel@aaortho.org and ecordes@aaortho.org by January 26, 2024. The total surface area of all hanging signs and structures may not exceed 50% of the assigned space, taking into consideration the inside, as well as the outside of the sign should there be graphics on both sides. The top of the hanging sign must not exceed 20'. If a company has requested and been assigned multiple island displays, the sign cannot exceed 50% of each island display.

Seminars – In-booth seminars and demonstrations must be configured within the contracted exhibit space and cannot overflow into the public aisles. Monitors or demonstrations of any kind must not be placed on the perimeter of the exhibit space encouraging congestion in the aisles or exhibitors will be asked to reconfigure their exhibit. Please be advised of the sound restrictions found elsewhere in these Terms & Conditions.

INSURANCE & SALES LICENSE

Certificate of Insurance – All exhibitors must provide proof of insurance by March 1, 2024, to be allowed in the Exhibit Hall. Should a Certificate of Insurance not be received by March 1, 2024, the exhibit space may be cancelled without refund of monies. The AAO requires the following coverage, with respect to insurance:

- Comprehensive General Liability insurance, including contractual liability with limits of at least \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury and/or property damage arising from the premises/operations and/or products and completed operations. Also, providing coverage at the same limits for personal and advertising injury.
- 2. Worker's Compensation or waiver to full compliance of federal and state laws covering all of the exhibitor's employees for any work done on the exhibitor's behalf with limits for employer's liability of at least \$500,000 for bodily injury to each employee by accident, \$500,000 for bodily injury to each employee by disease, \$500,000 policy limit for bodily injury by disease. Certificates of insurance are to name the AAO as additional insured and are to include the name and address of the exhibit facility, which is:

Ernest N. Morial Convention Center 900 Convention Center Blvd., New Orleans, LA 70130

General Insurance/ Liability Information – Each party involved in the Annual Session is responsible for any claims arising out of its own negligence and intentional acts, and those of its employees or agents. Each party agrees to be responsible for its own property through insurance. It is understood that the AAO, the Ernest N. Morial Convention Center, Freeman Decorating Company (FDC), and their agents will have no liability of any kind for injury to any person or for any loss or damage to property of exhibitors prior, during or after the Annual Session. The AAO will not be liable for damages caused by failure to provide, or delays in providing, exhibit areas due to natural disasters, strikes, riots, or any other circumstance beyond the control of the AAO, or for any negligent or intentional acts of any exhibitor or any third party. By signing the exhibit contract, you agree to indemnify, save, defend, and hold the AAO harmless from any and all damages, liabilities, actions and demands, including reasonable attorney's fees arising out of, or related to, your negligent and/or intentional actions in exhibiting at the Annual Session, and any breach of these rules and policies.

EXHIBITOR SERVICES

Official Contractor – Freeman Decorating Company has been selected as the official exhibitor service contractor for the Annual Session. This contractor acts on its own behalf and neither they nor their staff are agents, employees, or representatives of the AAO. The contractor will bill each exhibitor directly for their services. The AAO does not assume any liability or responsibility for any act performed or omitted by the official contractor.

Exhibitor Service Kit – An official Exhibitor Service Kit will be available through the exhibitor console. The Exhibitor Service Kit will contain information and order forms for the following services:

Carpeting – The floor of the Ernest N. Morial Convention Center is concrete. The AAO will carpet the aisles and special areas of the Exhibit Hall. It is mandatory that exhibitors carpet their own exhibit areas, flush to the aisle carpet, no later than 3:00pm on Thursday, May 2, 2024. Should an exhibitor not pre-order carpet from FDC or install their own carpet by 3:00pm on Thursday, May 2, 2024, carpet will be installed by FDC on-site at 4:00pm on Thursday, May 2, 2024, and the costs thereof will be included in the exhibitor's bill at the on-site installation rate. This includes any necessary fill-in carpet per AAO policy. Carpet must be fully installed prior to exhibit set up.

Cleaning Services – The AAO will vacuum the Exhibit Hall aisles once each evening during the closed hours. This service does not include any portion of the exhibits. Exhibitors are responsible for the cleanliness of their own exhibit area. Cleaning information will be included in the Exhibitor Service Kit.

Delivery of Freight Materials – All freight and display materials must be delivered through the loading dock of the Ernest N. Morial Convention Center and are subject to material handling fees. This includes hand-carried items, boxed or crated equipment of any kind. Complete shipping and drayage instructions for exhibitors are included in the Exhibitor Service Kit.

Electrical Requirements – Electrical wiring and equipment installation must comply with applicable New Orleans, LA ordinances. All electrical requirements must be ordered through the Exhibitor Service Kit which is available through the exhibitor console.

Equipment and Furnishings – Exhibit furnishings will consist of a background drape 8' high and side rail drape 3' high as appropriate. A 7" x 44" identification sign with the exhibitor's company name will be supplied. Freeman Decorating Company will be responsible for providing all additional equipment, furnishings, and labor required by the exhibitor. Orders may be placed by reviewing the Exhibitor Service Kit which is available through the exhibitor console.

Security Service – The AAO will furnish 24-hour general security for the Exhibit Hall during the show. The AAO, Freeman Decorating Company (FDC) and the Ernest N. Morial Convention Center will not be responsible for any theft or damage to persons or property related to the exhibitors, and do not guarantee the safety of any exhibitor or its products. The exhibitor is urged to take maximum precautions in securing their own

exhibit area prior, during, and after the show. Order forms for security service will be available in the Exhibitor Service Kit found online in the exhibitor console.

Independent Contractors – All exhibitors must inform AAO show management when using a service provider other than Freeman Deco, for the installation/set-up of exhibitor's booth. Exhibiting companies are responsible to complete the EAC Notification Form that is provided through the exhibitor console. This form must be received in the AAO office by January 26, 2024. All Exhibitor Appointed Contractors (EACs) are subject to the same general liability and worker's comp insurance requirements as exhibitors and agree to comply with all conduct as stated herein. Exhibitors are responsible for forwarding the Exhibitor Service Kit to each EAC.

Labor – All labor (other than that secured by an Exhibitor's EAC) must be obtained from the official decorator, Freeman Decorating Company, at the prevailing rates. Straight time will be charged between the hours of 8:00am and 4:30pm Monday through Friday, except for holidays, when applicable rates will be assessed. Overtime will be charged at all other times. No alcoholic beverages may be consumed in the Exhibit Hall during set up or tear down. Violators will be ejected immediately from the Exhibit Hall.

MARKETING & ADVERTISING

Photos and Videos by Exhibitors – The AAO encourages all exhibitors to post about their involvement in the Annual Session on all social media platforms. However, exhibitors may only photograph and videotape their own displays. All other photography and videotaping in the Exhibit Hall is strictly prohibited. Any exhibitor caught doing so will be permanently dismissed from the exhibit hall with no refund of their exhibit charges.

Distribution of Printed Advertising Material – Fliers or printed material delivered to hotel rooms is strictly prohibited during the Annual Session.

Exhibitor Program Listing – Should the AAO decide to print a hard copy of the Exhibit Guide, it will use the information provided within the exhibitor console exactly as it appears. Exhibitors are responsible to edit their own information and check for spelling/grammar errors. Exhibitors understand that to be included in any printed piece, all information must be loaded into their Exhibitor console no later than December 31, 2023. Any booth that is contracted after December 31, 2023, will not appear in the printed Exhibit Guide.

Mailing Lists/Labels – AAO membership lists and/or Annual Session attendee preregistration lists are available in electronic format to official AAO exhibitors for a fee. All mailers must be approved by the AAO. Member mailing lists purchased for one-time use can be obtained through Ashley DeRoy at aderoy@aaortho.org. Attendee mailing lists purchased for one-time use may be obtained from CDS through the exhibitor console. Note: CDS is the only official contractor authorized to sell a list of Annual Session attendees to exhibitors. Please do not purchase from any other company that contacts you for mailing lists. **Requirements for Exhibitor Promotional Mailing Distributions** – Exhibitors delivering promotional, commercial, or marketing communications must meet the following requirements when delivering communications to recipients on the member mailing list or attendee mailing list:

(i) the communication must contain accurate header information, including the originating domain name and email address;

(ii) the subject line must accurately reflect the content of the message;

(iii) if applicable, the communication must clearly and conspicuously disclose that the message is an advertisement;

(iv) the message must include a valid physical postal address, including a street address, a registered post office box with the U.S. Postal Service, or a private mailbox registered with a commercial mail receiving agency under postal service regulations;

(v) the recipient must be provided a clear and conspicuous explanation of how the recipient can opt out of receiving additional email from the exhibitor in the future; and, (vi) the exhibitor must honor opt-out requests immediately without any cost to the recipient, without requiring the receiving party to provide personally identifying information beyond an email address, and without requiring the recipient to undertake any action other than sending a reply email or visiting a single page on an internet website to opt-out. The above requirements must also be adhered to by any third-party company or vendor that handles marketing or promotional communications for the exhibitor.

For purposes of clarification, the most practical way to implement the required opt-out notice is to include an <u>"unsubscribe" link</u> in the email or message, together with a statement informing the recipient of the ability to opt-out. By way of an example, exhibitors should consider employing the following communication: "You are receiving this business communication from [Business Name] as you have expressed interest in our [productions and services]. If you no longer wish to receive these communications, you can unsubscribe by clicking *here*."

Use of the AAO Logo – The AAO reserves the right to prohibit the use of the AAO logo and the Annual Session logo in any advertising, promotional piece, and incentive items. Requests for use of the Annual Session logo must be reviewed and approved in advance by the AAO Central Office.

AAOF Industry Case Partners – AAOF Industry Case Partners/Exhibitors that have contributed to the American Association of Orthodontists Foundation (AAOF) will be recognized in the Exhibit Guide exhibitor listing.

EXHIBITOR VIOLATION POLICY

In its sole discretion, AAO will be assessing penalties for violations of these Terms & conditions on the show floor during AAO Annual Session. Show Management will deliver to the offending company one warning on-site (when applicable) and then apply penalties, as follows:

1. Should the booth and/or exhibiting company not comply following the first warning, the offending company will be required to wait until September 16, 2024 to select their booth placement for the 2025 Annual Session.

- 2. If a third warning is required, the offending company may lose its priority point balance.
- 3. Show Management may require the offending company to vacate its booth should additional violations be witnessed.

By agreeing to these terms and conditions, you understand and agree that penalties may be added or amended at any time as is seen necessary by Show Management.