American Society of Hematology® 55th ASH Annual Meeting and Exposition Exhibit Rules and Regulations

Effective April 24, 2013

ASH is committed to providing the highest quality annual meeting possible. It is agreed and understood that the policies for exhibitors are part of a contract between the exhibitor and ASH and that submission of the application for exhibit space constitutes the exhibitor's agreement to abide by these regulations. The following rules and regulations are taken from the ASH Corporate Policy and form a binding contract between the exhibitor and ASH. These policies can be found at www.hematology.org/corporatepolicies. All exhibit participants are strongly encouraged to read and be familiar with ASH's Principles for Relations with Industry. In addition, exhibitors must follow the exhibitor.org/exhibitor.org/exhibitor.org/ of the Ernest N. Morial Convention Center.

It is the responsibility of the official exhibitor representative to see that all booth staff are made aware of and adhere to all rules and regulations and conduct themselves in a professional manner.

ASH reserves the right to interpret, amend, and enforce these contract conditions and rules and regulations at any time as it deems proper to assure the success of the exposition. Written notice of any amendments or interpretations shall be given to all contracted exhibitors. All amendments that may be made shall be equally binding (upon publication) for all parties as if contained in the original regulation.

ASH reserves the right to restrict exhibits that are objectionable because of noise, glaring or flashing lights, method of operation, or any other reason, and prohibit or evict any exhibit that, in the opinion of ASH, detracts from the general character of the exhibit hall. All booth activities and content must be professional in nature and provide educational information related to the field of hematology. This reservation includes persons, things, conduct, printed material, or anything ASH judges to be objectionable. In the event of such restriction or eviction, ASH is not liable for any refund to the exhibitor.

Exhibit Space Payments, Cancellations and Refunds

All exhibit space must be paid in full prior to move-in. Exhibitors with outstanding balances will not be permitted access to exhibit halls or freight docks.

Payment Policy:

- 50% deposit payment due with application for exhibit space.
 - Exhibit space will NOT be held or confirmed without a minimum deposit of 50%.
- Final payment due no later than August 9, 2013.
 - o Failure to make payments does not release the contracted or financial obligation(s) of the exhibitor.

Cancellation Penalties:

- Any cancellations received in writing prior to February 8, 2013 will incur a 0% cancellation
 penalty and the exhibitor will be issued a 100% refund of any monies received by ASH for said
 cancelled space.
- Any cancellations received in writing February 8, 2013 through August 9, 2013 will incur a 50% cancellation.
- Any cancellations received in writing on or after August 9, 2013 will incur a 100% cancellation
 penalty and the exhibitor will be issued NO refund of any monies received by ASH for said
 cancelled space.

In addition to the above cancelation penalties, should you cancel within 60 days prior to the first move in day you may be assessed fees incurred by ASH to cover the booth area and convert it to a lounge area. Note that any exhibiting company that cancels exhibit space BEFORE it has made full payment is liable for full payment of the original cost of the total exhibit space less any applicable refunds as explained herein.

Failure to Occupy Exhibit Space

Any space not occupied by 5:00 p.m., Friday, December 6, 2013 will be forfeited by the exhibitor. The space may be reassigned or used by ASH without a refund. Exhibitors who anticipate delays in setting up their booths must receive prior written approval by November 1, 2013 from ASH Exposition Management for late installation. Should an exhibitor have special circumstances and need additional time to complete the installation of their booth, a written request must be submitted by November 1, 2013. Requests may be submitted to Stephanie Houck, Exposition Operations Manager at stephanie.houck@jsparqo.com. All booths must be staffed during exposition hours. Exhibiting organizations that fail to occupy and furnish contracted exhibit space will be charged for the expenses incurred by ASH to cover the booth area and convert it to a lounge area.

Subleasing of Exhibit Space

An exhibitor may <u>not</u> sublet his exhibit space, nor any part thereof. No exhibit, offer for sale, or advertised articles <u>not</u> manufactured or <u>sold</u> by the exhibitor actually contracted for the exhibit space, except where said articles are necessary for proper demonstration or operation of the "contracted" exhibitor's display are allowed. In such case, any manufacturer identification on said article(s) shall be limited to the manufacturer's normal regular article nameplate. Two or more companies may share a booth only on the condition that the number of 10'x10' booths are equal to or greater than the number of companies sharing the booth space. Only the sign of the company whose name appears on the Application and Contract for Exhibit Space may be placed in the booth. Further, the company submitting the Application and Contract for Exhibit Space will be the exhibitor on record and promoted on the ASH website, in the Final Program and in other show related materials.

Relocation of Exhibits and other Floor Plan Revisions

ASH retains the exclusive right to revise the Exhibit Hall floor plan(s) and/or relocate any assigned Exhibitors as determined solely by ASH. Exhibitors who change the size of their exhibit space are not guaranteed the originally assigned location and may be subject to relocation by ASH.

Booth Installation and Dismantling

Booth Configurations

All exhibits must conform to the standards set by the Healthcare Convention Exhibitors Association as follows:

Inline Booth (linear 10'x10' booths)

No side rails, counters, or structure may exceed 3 feet in height, within 5 feet from the front of the exhibit space. Backgrounds are limited to 8 feet in height (12 feet for perimeter booths) and must not protrude more than 5 feet from the back wall. Exhibit construction may not exceed the height of the side rail except in the back half of the booth as noted above. The reverse side of any wing panel extending from the back wall of the display must be draped in order to avoid raw exposure to a neighboring booth. If the exhibitor does not comply, ASH will have the decorator drape the area at the exhibitor's expense. Corner booths may eliminate the outside 3-foot side rail, if desired. Absolutely no storage of any kind will be permitted behind an exhibitor's booth. If the exhibitor does not comply, ASH will have the items stored in the area removed at the exhibitor's expense.

Additional pipe and drape will be required at the exhibitor's expense for those booths that have exposed areas between the back wall of their structure and the back wall of the booth. Please note that in order to provide a harmonious environment to all exhibiting companies' sightline rules will be strictly enforced.

Island Booth

An island booth is typically a 400-square-foot (20'x20') or larger exhibit space exposed to the aisles on all fours sides.

Island booths must be constructed to allow access from all sides. Island booths should have open sight lines around and through the design (including hanging signs/structures), so that the surrounding area can be viewed through the booth and that neighboring booths are not inappropriately obstructed. The top of the booth's sign must not extend more than 20 feet from the exhibit hall floor and cannot block visibility of ASH signs. Variances will not be granted.

Exhibitors who wish to construct an island booth that will be 400 square feet or larger, are required to submit a digital drawing, rendering, or architectural plans to ASH Exposition Management, through the online ASH Exhibitor Resource Center for approval by October 3, 2013. Any changes that occur after initial submission must be resubmitted to ASH Exposition Management for approval prior to the meeting. Should booth construction at the show deviate from the actual submitted and approved floor plans, ASH Exposition Management reserves the right to ask the exhibitor to make modifications at the exhibitor's expense. Please contact Stephanie Houck, Exposition Operations Manager, at 703-631-6200 or stephanie.houck@jspargo.com with any questions.

Hanging Signs

For an island booth, the top of a sign suspended from the exhibit hall ceiling or attached to the exhibit booth must not exceed 20 feet from the exhibit hall floor and cannot block visibility of ASH signs or other exhibitors' booths. Hanging signs must be suspended directly over the island booth and not over the aisles.

ASH may grant an exhibitor's request to allow a sign to hang over an aisle to conjoin with another portion of that exhibitor's booth. An additional fee for the incorporated aisle space will apply.

No part of any exhibitor signs shall be posted, nailed, or otherwise attached to columns, walls, floors, or other parts of the building or its furniture.

Lighting

All island booths may utilize special lighting. Lighting must be directly over or in the exhibitor's booth and may not extend into the aisles or neighboring booths. Exhibitor lighting cannot affect other exhibitors or aisles.

Overhead lighting may be dimmed or turned off at the exhibitor's expense with on-site approval from ASH. Requests may be made on-site at the Exhibitor Service Desk.

It is the responsibility of the exhibiting company's contact person to notify their contractors and agents of the height restrictions for hanging signs and lighting.

Booth Carpet

ASH will carpet all visible aisle space within the exhibit area and will supply linear exhibitors with pipe and drape. Exhibitors must completely cover the entire area of the exhibit space with carpeting or an approved material (bare floors are not permitted.) The order form for carpeting will be provided in the online Exhibitor Service Manual. At the discretion of ASH, Freeman will carpet exhibit booths that are not appropriately carpeted at the expense of the exhibitor.

Helium Balloons/Lighter than Air Objects

The use of helium balloons and/or lighter than air objects is prohibited in the exhibit hall.

Shipping

All shipments to the ASH Exposition must be received and processed through Freeman, the general services contractor. Information on shipping methods, targeted move-in schedules, and rates will be included in the Exhibitor Service Manual, which will be available in mid August. To ensure proper handling and receiving, advance freight and other shipments should not be sent directly to the Ernest N. Morial Convention Center prior to the assigned target date.

Targeted Freight Move-In

All confirmed exhibitors will receive a target date and time for freight delivery, which will be identified in the Exhibitor Service Manual. Please keep in mind that the target date/time is for freight delivery only, not for booth installation. A minimum of four hours between the target freight delivery time and installation of the booth must be allowed. Requests for an earlier move-in must be made in writing no later than November 1, 2013. An explanation of the special circumstances warranting the exception should be sent to Mike Bruley with Freeman at mike.bruley@freemanco.com.

Installing, Exhibiting and Dismantling Labor Policy

Exhibitors shall utilize proper authorized labor for exhibit installation services during move-in, exhibitor services during open hours, and exhibit dismantling during move-out according to the official policies/union agreements of ASH, Facility Management, Official General Services Contractor, and all applicable state and local laws. Exhibitors planning to build special displays onsite should employ union display companies in their fabrication, carpentry and electrical work. Information on Union Rules and Jurisdictions will be available in the Exhibitor Service Manual.

Exhibitor-Appointed Contractors (EACs)

Exhibitors planning to use ANY contractors other than the Official Contractors for any services within the exhibit areas must complete and submit an Exhibitor-Appointed Contractor Form for each Exhibitor-Appointed Contractor firm/organization. The exhibiting firm appointing the Exhibitor-Appointed Contractor is totally responsible for the behavior and adherence to all ASH Rules and Regulations by all employees/representatives of the Exhibitor-Appointed Contractor. EAC employees/representatives who violate any of the ASH Rules and Regulations or exhibit any unacceptable behavior as determined by ASH or any authorized representative of ASH, are subject to immediate revocation of ASH badges and/or admittance wristbands and immediate eviction from the facility and exhibit areas.

If an exhibitor is utilizing an Exhibitor-Appointed Contractor, it is the exhibitor's responsibility to submit the Exhibitor Appointed Contractor Form and valid Certificate of Liability Insurance through the online ASH Exhibitor Resource Center by October 3, 2013 that includes:

- Commercial general liability coverage, product liability coverage and broad property damage endorsement with combined and single limits of liability of not less than \$1,000,000.00 per occurrence
- The certificate must also include coverage for workers' compensation and employers' liability within commercially reasonable limits as otherwise required by the laws of the state of Louisiana.
- The Certificate of Liability Insurance must name ASH, Ernest N. Morial Convention Center, J.
 Spargo & Associates, Inc. and Freeman as additional insured.
- Certificates of Liability Insurance for Exhibitor-Appointed Contractor(s) must indicate the name
 of the exhibiting company/organization and booth # that they are representing in the
 description area of the Certificate of Insurance. If said information is not included, the
 Certificate of Liability Insurance will NOT be accepted by ASH.

Electrical Safety

All wiring on booths or display fixtures within an exhibitor's booth must meet underwriter's rules and standard fire department inspection applicable under all appropriate state, county, city and Ernest N. Morial Convention Center electrical and fire codes and regulations. This applies to construction not prewired equipment.

Fire Regulations

All materials used in the exhibit hall must be flameproof and fire resistant in order to conform to local fire ordinances. Corrugated paper, flameproof or otherwise, will not be permitted. All aisles and exhibits must be kept clear at all times, and fire stations and fire extinguishers must not be covered or obstructed. To minimize fire hazard, no storage of any kind will be permitted behind an exhibit booth.

Storage

Fire regulations in most exhibit facilities prohibit storing product, literature, empty packing containers, or packing materials behind back drapes or under draped tables. In most cases, however, exhibitors may store a limited supply of literature or product appropriately within the booth area, so long as these do not impede access to utility services, create a safety problem, or appear unsightly. Accessible storage for exhibitor materials will be available from Freeman for a fee. Detailed information regarding accessible storage will be available in the Exhibitor Service Manual.

Porter Service

In an effort to maintain a clean and organized exhibit hall, exhibitors who will be distributing giveaways and providing food and beverage/hospitality in their booth must order porter service. Porter service includes monitoring the exhibit booth to empty wastebaskets and collect empty boxes during show hours. Standard wastebasket emptying does not include removal of empty boxes. Empty boxes may not be placed in the exhibit hall aisles, behind or adjacent to columns, or in trashcans in the exhibit hall during show hours. If an exhibitor does not properly handle empty boxes, ASH will remove the boxes at the exhibitor's expense.

Early Dismantling

Early dismantling is expressly **prohibited** by ASH. Exhibits officially close on Monday, December 9, 2013 at 2:00 p.m. All booths must be staffed until that time. Exhibitors that dismantle before closing will be subject to priority-point reduction and possible exclusion from future annual meetings.

Liability for Damage to Property

Exhibitors are liable for any damage to facility property, including but not limited to escalators, floors, walls, or columns, standard booth equipment, and other exhibitors' property.

Review and/or Expulsion of Exhibitors

ASH may review the exhibit floor activities of exhibitors at any time. ASH may deny an exhibitor access to, or expel an exhibitor from the event without refund of any fees if, as determined solely by ASH, such exhibitor has not complied in all material respects with policies, legal requirements, and terms and conditions of the Exhibitor Agreement.

Children Admittance Regulations

For safety and liability reasons, ASH does not permit any children 12 years of age or younger at any time in the exhibit areas. During move-in or move-out, NO ONE under the age of 18 will be permitted within the exhibit areas.

Promotional Activities

ASH recognizes that promotional activities encourage a steady flow of traffic to the exhibit booths. It is imperative that exhibitors display professionalism and consideration for their fellow exhibitors; therefore, interviews, demonstrations, and the distribution of literature or samples must take place within the exhibitor's booth. No queuing in the aisles will be permitted. Please allow for queuing to take place in your exhibit booth space. Canvassing or distributing promotional materials outside the exhibitor's rented booth space is not permitted. No literature may be distributed in the convention center, hotels, or any public area.

Scientific and educational presentations are prohibited within the exhibit hall, and exhibitors are prohibited from offering activities in their booths that provide continuing medical education credit (CME). However, presentations that promote a company's products and services are allowed within that company's exhibit booth. Demonstrations must be located in an area such that any crowd that gathers will be contained within that exhibitor's space and will not block the aisles or neighboring exhibits.

Advertising/Marketing

The only appropriate and acceptable venue for the distribution of advertising or marketing materials is the booths in the exhibit hall. Commercial firms and other organizations may not, for example, engage in marketing activities through the use of hotel television channels, individual company distribution of marketing materials in hotels (e.g., giveaways, flyers, or door drops), distribution of marketing materials in the convention center, or the branding of beverage napkins, hotel keys, etc. unless through the Official ASH Sponsorship programs. At the meeting venue, marketing materials may not be offered, distributed, or displayed anywhere other than the exhibit hall unless a specific prior exception has been granted or promoted by ASH.

The display of banners or other advertisements outside of the exhibit hall and targeted to attendees of the ASH annual meeting (including, but not limited to, advertising in/on buses, taxis, Segways, boats, pedicabs, planes, street cars, building facades, etc.) is prohibited within five miles of the convention center during the period beginning three days before and continuing until three days after the meeting. The use of any name, logo, or trademark of ASH in any exhibitor advertising is strictly prohibited without ASH's advance written consent.

Prohibition upon Sales

Only publishing companies are permitted to sell hematology-related books during show hours. All other companies/organizations will be limited to taking orders. Those publishers selling items on the show floor are required to collect and remit city and state sales taxes.

Contests, Lotteries, Raffles, and Games of Chance

Contests, lotteries, raffles, and games of chance must comply with the guidelines of the <u>American Medical Association (AMA)</u> that state: "The contest must be open to all meeting attendees and be conducted in a professional manner." Prizes must be educational in nature and moderate in value, and any giveaways should also be consistent with the <u>PhRMA Code</u>. Notification of winners, semi-finalists, and runners-up, etc., must take place after the conclusion of the ASH Annual Meeting.

Contests of any kind must first be approved in writing by ASH. Exhibitors intending to conduct contests, lotteries, raffles, or games of chance must complete the Request for Approval of Giveaway Form through the online ASH Exhibitor Resource Center by October 3, 2013.

Food and Beverage

Permission to serve food and beverages in exhibit booths must be requested in writing and approved by ASH Exposition Management and the Ernest N. Morial Convention Center. All food and beverages must be purchased through Centerplate, the exclusive provider of food and beverage at the Ernest N. Morial Convention Center. An exhibitor may distribute food and beverages if it is the legal manufacturer and/or distributor of the product. ASH prohibits the distribution of alcoholic beverages. Companies wishing to serve food and beverages must complete the Request for Approval of Giveaway Form and through the online ASH Exhibitor Resource Center by October 3, 2013.

In an effort to maintain a clean and organized exhibit hall, exhibitors who will be providing food and beverage/hospitality in their booth must order porter service.

Fundraisers

Fundraisers, auctions, or activities that involve donations to organizations other than ASH are not permitted in the exhibit hall. Activities designed to provide donations to ASH must be pre-approved by ASH in writing no later than October 3, 2013. Please e-mail development@hematology.org regarding fundraisers.

Giveaways

All items distributed in the exhibit hall must be useful to the participants at the meeting and/or in their professional activities. Items must be small in size and made available to all ASH attendees, regardless of registration type or demographics, as long as the supplies last. Please also note the following restrictions:

Commercial Exhibitors

It is ASH's policy that all giveaways by commercial exhibitors in the ASH exhibit hall meet the giveaway standards of the PhRMA Code, whether or not the companies have adopted the PhRMA Code. In keeping with the PhRMA Code, all giveaways by commercial exhibitors must be designed primarily for the education of patients or health-care professionals. Such giveaways must also be of modest value and available to all registered attendees immediately upon request. Use this link for more information on the PhRMA Code.

Nonprofit Exhibitors

All giveaways by nonprofit exhibitors who are not subject to the PhRMA Code must be of modest value and available to all registered attendees immediately upon request. Giveaways by nonprofit exhibitors who are subject to the PhRMA Code must meet the standards listed above for giveaways by commercial exhibitors. Use this link for more information on the PhRMA Code.

Exhibitors intending to provide giveaways must complete the Request for Approval of Giveaway Form and through the online ASH Exhibitor Resource Center by October 3, 2013. Any exhibitors found distributing materials that have not been officially approved will be required to cease distribution immediately and may have their priority points reduced.

Media-Related Activities

Companies and institutions issuing press releases about the science being presented during the annual meeting are required to abide by the Society's embargo policy. This policy, as well as detailed guidelines about the types of press materials that may be distributed, is available online at www.hematology.org/media. Press briefings and other media-related events are permitted but may not be held on site at the convention center or at any time during ASH-sponsored events. To obtain approval and reserve meeting space for press events or to inquire about ASH's media policies, please contact Andrea Slesinski, Communications Manager, at aslesinski@hematology.org.

Posters/Handouts

Posters or handouts with information about ASH annual meeting abstracts (such as poster numbers, time/location of presentations, etc.) that are displayed or given away within the exhibit booth must be approved by ASH. Please contact Joanna Robertson, Annual Meeting Publications Manager, at jrobertson@hematology.org for approval.

Audio/Visual Equipment

Exhibitors are <u>prohibited</u> from using the following devices in the exhibit hall:

- Microphones
- Flashing lights
- Audio/visual devices that display anything other than exhibiting company products and services;
 prohibited displays include, but are not limited to, sporting events and news broadcasting

Excessive audio/visual devices and offensive displays are not permitted, and sound effects are discouraged because of the potential to interfere with other exhibitors and detract from the professional atmosphere of the exhibit hall.

Exhibitors may use sound equipment in their booths as long as the noise level does not disrupt the activities of the neighboring exhibitors. No microphones may be used during presentations. Electrical or other mechanical apparatus must be muffled so that the noise does not interfere with other exhibitors and speakers; other sound devices must be positioned to direct sound into the booth rather than into the aisle.

At the request of ASH, objectionable sound levels must be remedied, or use of the sound-producing device will be forbidden for the remainder of the show. Those exhibitors violating noise regulations will be warned only once. Priority points will be deducted if this rule is not followed.

Exposition Photography/Recording Policy

Exhibiting companies/organizations must obtain written approval from ASH Exposition Management to photograph, videotape and/or audiotape in the exhibit hall and will only be permitted to photograph, videotape and/or audiotape in their contracted exhibit space. Exhibitors may not photograph, videotape and/or audiotape other exhibits and/or attendees. Requests may be submitted to Stephanie Houck, Exposition Operations Manager at stephanie.houck@jspargo.com

Exhibitors that choose not to use the official photographer listed in the Exhibitor Service Manual must submit an Exhibitor Appointed Contractor Form and valid Certificate of Liability Insurance through the online ASH Exhibitor Resource Center by October 3, 2013. The exhibiting company/organization will be required to make arrangements through the official security services company for escort at their own expense. It is recommend that arrangements be made with electrical services for show level lighting and power during the photo shoot if this occurs when the hall is closed.

Photography, videotaping, and audio recording are permitted by exhibit booth staff in their own exhibit booth, provided that written permission/authorization is obtained from any distinguishable individuals if the photograph or recording will be used for promotional or commercial purposes (including use in printed materials, websites, and/or social media). ASH is not liable for the failure of any exhibitor to obtain such permission.

These activities must be conducted without disruption to Exhibition activities or limitation to the accessibility of exhibitions. Exhibitors may not photograph other booths or record within booths of other exhibitors, including the ASH booth, without express written permission of the exhibiting organization.

Please note that attendees are permitted to take photos or recordings in the exhibit hall for their own personal use, but they are required to obtain permission from the exhibiting company before engaging in photography or audio/video recording of or within said booth.

Failure to Adhere to Policy

Exhibiting companies that violate this policy could face a loss of accrued priority points and suspension of exhibiting privilege. ASH strictly enforces the rules and regulations and will make all parties responsible for upholding them.

Industry, Federal and State Regulations

Each company is responsible for understanding and following the specific requirements of any code they have signed on to, the policies within the CMSS Code and any local, state and federal laws pertaining to pharmaceutical and medical device manufacturer conduct.

AdvaMed Code of Ethics on Interactions with Health Care Professionals

American Medical Association (AMA) Ethical Opinion on Gifts to Physicians

CMSS Code for Interactions with Companies

PhRMA Code on Interactions with Healthcare Professionals

U.S. Food and Drug Administration (FDA)

<u>Attention International Exhibitors:</u>

The FDA requires exhibitors to comply with all current FDA guidelines that pertain to the promotion of prescription drugs that are not commercially available within the United States but may be promoted in the exhibit hall for the benefit of non-U.S. attendees. Exhibitors should ensure that any depiction of an investigational product in a commercial exhibit remains within the limitations of the host country's governing regulations regarding display of investigational products. Exhibitors that have chosen to promote products to non-U.S. attendees should incorporate international areas within their booths that are not accessible to U.S. attendees in order to comply with FDA guidelines.

Investigational Products

According to the <u>Healthcare Convention Exhibitors Association</u>, and to remain within the expectations and limitations of the FDA's guidelines on Notices of Availability, any investigational product that is graphically depicted on a commercial exhibit should:

- Contain only objective statements about the product
- Contain no claims of safety, effectiveness, or reliability
- Contain no comparative claims to other marketed products
- Exist solely for the purpose of obtaining investigators
- Be accompanied by directions for becoming an investigator and a list of responsibilities
- Contain the statement, "Caution: Investigational Device Limited to Investigational Use" (or a similar statement), in a prominent size and placement.

For more information, please contact the FDA.

Americans with Disabilities Act

Exhibitors shall be responsible for making exhibits accessible to persons with disabilities, as required by the Americans with Disabilities Act, and shall hold ASH harmless from any consequences of an exhibitor's failure in this regard.

Use of ASH Name and Logo

The ASH logo may not be used on any materials produced by organizations other than ASH itself. Use of the American Society of Hematology's name or copyrighted material requires prior written approval by ASH. Please email Jenifer Hamilton, Director, Communications at jhamilton@hematology.org requesting permission to use the ASH logo and/or name.

Abstract Rights and Permissions

The annual meeting abstracts published by the American Society of Hematology are covered by copyright. All rights reserved. ASH expects that you will respect its intellectual property rights and use its material solely as permitted by Sections 107 and 108 of U.S. Copyright Law (Fair Use).

For permission to use an ASH annual meeting abstract beyond what is permitted by Sections 107 or 108 of U.S. Copyright Law, please refer to the following guidelines.

Republication Requests:

These are requests to republish meeting abstracts in a new work (e.g., a book or journal). There are three categories of requests: single-use/photocopy, custom, and commercial. Written permission to republish any parts of works owned by ASH must be obtained prior to usage.

- Single-use (one time use of the requested materials)
 Permission requests may be processed through the Copyright Clearance Center either online at www.copyright.com/search.do?operation=detail&item=122820321, by phone at 978-750-8400, or by mail at 222 Rosewood Drive, Danvers, MA 01923.
- Custom (a compilation or collection of abstracts produced in a standalone publication)
 For custom abstract publications in English, contact Cunningham Associates at 201-767-4170 or
 e-mail Cynthia Kucera at <u>ckucera@cunnasso.com</u> for pricing. For custom abstract publications in
 languages other than English, contact Chris Bassett, Wolters Kluwer Pharma Solutions (formerly
 Adis International Ltd.) at +44 1829-772 756, Fax: +44 1829-770 330, or e-mail
 Christopher.Bassett@wolterskluwer.com.

Custom publications, whether in English or another language, are subject to the following terms and conditions:

- 1. Meeting abstracts may not be adapted; they must be republished in their entirety.
- 2. Commentary or explanatory notes on the abstract page are not permitted.
- 3. A full citation must be included with each meeting abstract.
- 4. Meeting abstracts may not be bound with product advertising or other marketing materials.
- 5. Meeting abstracts may be bound with another organization's published materials as long as no product advertising or other marketing materials are included.
- 6. The words "selected meeting abstracts" must be noted prominently on the cover along with information identifying the meeting from which the abstracts were taken. Mentioning a drug or a disease in the title (e.g., "Selected Meeting Abstracts on Leukemia" or "Selected Meeting Abstracts on name of drug") is permissible, but product

- logos may not be included either in the title or anywhere on the cover or in the document. The company producing the collection must be clearly identified on the cover.
- 7. The *Blood* and ASH logos <u>may not be used</u> on the cover or anywhere within the collection. The cover from the *Blood* Abstract Book <u>may not be used as a cover</u> for a custom abstract publication.
- 8. The following disclaimer must be included with each meeting abstract: "Copyright American Society of Hematology. Reprinted with permission from the American Society of Hematology, which does not endorse any particular uses of this document. The American Society of Hematology is not responsible for the completeness or the accuracy of the transcribed materials in this document."
- 9. If abstract collections are distributed at the ASH annual meeting, such distribution must be limited to the exhibit hall. Distribution in the convention center or in any hotel is not permitted, except for invitation-only events.

The final document must be reviewed by ASH for approval prior to printing. Please submit final documents to *jrobertson@hematology.org*. Five samples of the printed document must be forwarded to ASH upon publication. Please send to: ASH Permissions, 2021 L Street, NW, Suite 900, Washington, DC 20036.

Commercial Reprint Requests (100 copies or more)

To place orders for commercial reprints of selected annual meeting abstracts, please contact Cynthia Kucera at Cunningham Associates at 180 Old Tappan Road, Old Tappan, NJ 07065, 201-767-4170, or ckw.cera@cunnasso.com. Commercial reprints are subject to the same guidelines as custom abstract requests. For translated reprints, contact Chris Bassett at Wolters Kluwer Pharma Solutions (formerly Adis International Ltd.) by phone: +44 1829-772 756, fax: +44 1829-770 330, or e-mail christopher.Bassett@wolterskluwer.com

Insurance and Liability Issues

Insurance

Exhibitors must acknowledge that neither the American Society of Hematology, nor J. Spargo and Associates, Inc. nor Freeman, nor the Ernest N. Morial Convention Center shall be obligated to maintain property, liability, or business interruption insurance covering the exhibitor. It is the sole responsibility of the exhibitor to obtain such insurance at the exhibiting company's own expense. Proof of such insurance, including a Certificate of Insurance, shall be provided to J. Spargo & Associates, Inc. or its agent or representative within three (3) calendar days after request, time being of the essence. Failure to remit such proof shall be a material breach of this agreement.

- The certificate must include commercial general liability, product liability coverage, and broad property damage endorsement with combined and single limits of liability not less than \$1 million per occurrence and a \$2 million aggregate limit.
- Commercial general liability shall name ASH as an additional insured and provide a certificate of insurance evidencing the same.

- Exhibitors shall also maintain workers' compensation and employers' liability insurance in commercially reasonable amounts and as otherwise promulgated by state law.
- Exhibitors shall carry commercial automobile insurance, including hired and non-owned liability coverage.
- The insurance policy must cover the time period from move-in through move-out.

Limitations and Liability

The exhibitor shall, at its sole cost and expense, procure and maintain through the term of this contract, comprehensive general liability insurance against claims for bodily injury or death and property damage occurring in or upon or resulting from the premises leased. Such insurance shall include contractual liability and product liability coverage, with combined single limits of liability of not less than minimum \$1,000,000 per occurrence/\$2,000,000 aggregate coverage. Such insurance shall name the American Society of Hematology, J. Spargo & Associates, Inc., Ernest N. Morial Convention Center and Freeman as an additional insured. During the term hereof, the exhibitor shall maintain Workers' Compensation and Occupational Disease insurance in full compliance with all federal and state laws, covering all of exhibitor's employees engaged in the performance of any work for exhibitor. All property of the exhibitor is understood to remain under its custody and control in transit to and from the confines of the hall. Proof of such insurance, including a Certificate of Insurance, shall be provided ASH or its agent or representative within three (3) calendar days after request, time being of the essence. Failure to remit such proof shall be a material breach of this agreement.

Attorneys' Fees, Governing Law, Jurisdiction

The Agreement between the exhibitor and ASH, of which these policies are a part, shall be governed by the laws of the District of Columbia, without regard to choice of law provisions. The exhibitor and ASH consent to the exclusive subject matter and personal jurisdiction of the courts of the District of Columbia, over any dispute arising under the Exhibitor Agreement or ASH's enforcement of ASH policies and standards. In the event that ASH litigates to enforce its rights, it shall be entitled to reasonable attorneys' fees incurred in connection with a judgment obtained by it.

Security

ASH will provide security protection for the perimeter area of the exhibit hall on a 24-hour basis during the entire exhibit period, including move-in and move-out. Neither ASH, nor the Ernest N. Morial Convention Center, nor J. Spargo & Associates, Inc. nor Freeman is liable for any of the exhibitors' property. It is recommended that each exhibitor purchase a portal-to-portal rider available on the exhibitor's own insurance policy as protection against loss, theft, fire, damage, etc.

Cancellation of Exposition

It is mutually agreed that, in the event of cancellation of the ASH Annual Meeting as a result of strikes, acts of God, war, terrorism, disaster, curtailment of transportation facilities, governmental regulations, or other causes that would prevent its scheduled opening or continuance, this agreement will be terminated immediately. ASH shall determine an equitable basis for the refund of a portion of the exhibit fees after due consideration of expenditures and commitments already made.

Ancillary Meetings and Meeting Room Requests

Companies and nonprofit organizations that are supporters of ASH may apply to hold ancillary meetings during the 55th ASH Annual Meeting and Exposition. ASH will assign meeting space on a first-come, first-served basis. Entertainment, meetings, or similar activities will not be permitted in hotel rooms or other private or public facilities during hours that conflict with ASH-sponsored events. Contracted hotels in Atlanta will not reserve meeting rooms or function space for anyone during the meeting dates without prior ASH approval.

All Ancillary Meeting Requests must be submitted online. A link to the Ancillary Meeting Room Request will be available starting Wednesday, July 24, 2013 at www.hematology.org/meetings. Questions about meeting room requests may be directed to Matt Rousseau at matt.rousseau@jspargo.com.

- ASH will not allow any companies or organizations to schedule educational symposia before or during the meeting. (Only ASH-approved Friday Satellite Symposia are permitted before the meeting.)
- ASH will require additional information for social events and meal functions.
- Only corporate or executive staff will be allowed to speak about their products and services at
 events that are identified as "social events/meal functions." Educational speakers will not be
 permitted.
- Ancillary meetings may not conflict with any of the ASH official sessions, including poster sessions. This includes internal sales, business, and staff meetings.

Please note that careful review of the Meeting Room Request Guidelines is necessary as the guidelines have changed.

PRIORITY POINT SYSTEM

The priority point system is designed to recognize companies that support ASH and its activities, and to encourage new companies to participate. Priority points are assigned for each year of participation as an exhibitor and/or corporate supporter. Companies and organizations participating in the 55th ASH Annual meeting will earn priority points as shown below.

Priority points not only determine exhibit hall placement, but also help determine placement for group housing blocks. Please keep in mind that, in addition to the priority point total, the group size and date of submission of the request will also influence the final hotel placement.

Priority point standings are calculated based on the company's prior three years of participation in ASH programs and initiatives. The 56th ASH Annual Meeting standings will be determined by the points accumulated during 2011-2013.

For more information regarding the priority-point system, please contact Malva Mangan at mmangan@hematology.org

2013 Priority-Point Allocation

To help Corporate Supporters identify the areas that best align with their company's priorities, we have separated the Priority Points structure into two parts; one geared toward Grants and the other toward Marketing/Sponsorship opportunities. We encourage you to share these with your Grant and Marketing teams, as there are a variety of opportunities that will appeal to each team.

Grant Opportunities:

10 points	For being a Premier Commercial Supporter of Highlights of ASH North America
10 points	For being a Premier Commercial Supporter of Highlights of ASH International
7 points	For being a Premier Commercial Supporter of the State-of-the-Art Symposium
5 points	For being a Master Commercial Supporter of Highlights of ASH International
5 points	For being a Lead Commercial Supporter of Highlights of ASH North America
4 points	For being a Lead Commercial Supporter of the State-of-the-Art Symposium
4 points	For every \$10,000 in support of the ASH Scholar Awards
4 points	For every \$10,000 in support of the ASH Minority Recruitment Initiative
4 points	For every \$10,000 in support of the ASH Bridge Grant
2 points	For being a General Commercial Supporter of the State-of-the-Art Symposium
1 point	For every \$5,000 in support of the Abstract Achievement Awards
1 point	For being a General Meeting Supporter of Highlights of ASH North America
1 point	For supporting the ASH Consultative Hematology Course

Marketing Sponsorships:

6 points	For every \$50,000 in support of the ASH Self-Assessment Program (ASH-SAP)
5 points	For being a Premium Sponsor of the Translational Research Training in Hematology (TRTH)
	program
4 points	For securing a Product Theater at the annual meeting
3 points	For being a Major Sponsor of the Translational Research Training in Hematology (TRTH) program
3 points	For being an ASH Corporate Friend
2 points	For every \$10,000 in support of the ASH annual meeting (program book, CME pavilions, etc.)
1 point	For every \$10,000 paid in advertising space in Blood and/or ASH News Daily
1 point	For being a Partner Sponsor of the Translational Research Training in Hematology (TRTH) program
1 point	For each 100 square feet of exhibit space reserved at the annual meeting (not to exceed 10 total points)
1 point	For being an exhibitor at two venues of the Highlights of ASH in North America meetings
1 point	For participating in a Friday Satellite Symposium
1 point	For being an exhibitor at the State-of-the Art Symposium
1 point	For securing an exhibit or meeting room at the annual meeting

Priority-Point Reduction

Any corporations/organizations found to be in violation of ASH's rules and regulations will be subject to a priority-point reduction and other possible action deemed necessary by ASH. Please see the Violations box below for details. The reduction in priority points will affect the priority point standings in future years. ASH corporate policies can be viewed online by visiting www.hematology.org/corporatepolicies.

Violations

Failure to adhere to the ASH rules and regulations will result in immediate penalties on site. ASH strictly enforces the rules and regulations and will make all parties responsible for upholding them. Violations of ASH's rules and regulations will result in the following penalties:

- 1st Violation: Loss of current-year priority points
- 2nd Violation: Loss of one-half of all accrued priority points (and suspension from Corporate Council for a second violation in any three-year span)
- 3rd Violation: Loss of the remainder of all accrued priority points
- 4th Violation: One-year suspension of exhibiting privilege

The Executive Committee of ASH reserves the right to enact further penalties as it deems appropriate for violations of ASH policy.

Mergers and Acquisitions

Priority points will be calculated for the company name stated on the exhibitor contract or corporate support letter of agreement. If companies have since merged or been acquired, the resulting company may choose to use the highest points of any of the previous companies. Points will not be combined.

Companies belonging to a parent company with other divisions participating at ASH cannot reserve exhibit space under the parent company's points unless they are participating under the parent company's name. For example, if XYZ Pharmaceuticals owns A Inc. and B Inc., A Inc. and B Inc. cannot use XYZ Pharmaceuticals' points to reserve space under the name A Inc. and B Inc. Each company must use its own points to reserve space.

A company that has merged with another company must notify June LaMountain at *ashexhihbits@jspargo.com* so that the points can be reviewed and reassigned.