

Prime Time Event™ Guidelines

TERMS AND CONDITIONS

1. DEFINED TERMS

- a) The term "ACC" as used herein shall mean the American College of Cardiology. The term "ACC Management" as used herein shall mean the American College of Cardiology Foundation (ACCF).
- b) A "Prime Time Event" as defined herein shall mean any activity that
 - i) is independently organized and offered by a company or organization other than the ACC;
 - ii) is held in Orlando;
 - iii) is held during the following times:
 - (1) Friday, March 9: 6:00 pm–Midnight
 - (2) Saturday, March 10: 5:30 am–7:45 am or 6:30 pm–Midnight
 - (3) Sunday, March 11: 5:30 am–7:45 am or 6:30 pm–Midnight
 - (4) Monday, March 12: 5:30 am–7:45 am; and
 - iv) does not offer continuing medical education (CME), continuing nursing education (CNE) or continuing education (CE) credit, but includes formal presentations, speakers, equipment demonstrations or procedural instruction.
- c) The term "Participant" as used herein shall mean a company, non-profit organization, or university hosting, organizing or presenting a Prime Time Event.

2. APPLICABILITY, INTERPRETATION & GOVERNING LAW

- a) These ACC.18 Prime Time Event Guidelines ("Guidelines") are part of the Application & Contract for Prime Time Event between the Participant and ACC Management ("Prime Time Event Agreement"). ACC Management shall have the authority to interpret and enforce these Guidelines. All matters not covered by these Guidelines are subject to the decision of ACC Management. All decisions so made shall be as binding on all parties as the original Guidelines. The Participant or its designated representative is responsible for familiarizing itself with all Guidelines. The Participant or its representative that fails to observe these conditions or the terms of the Prime Time Event Agreement may have their events shut down; will lose all priority points that would have been earned for participation at ACC.18; and/or will not be permitted to hold events at future ACC Annual Scientific Sessions & Expositions. ACC Management will not be responsible for expenses or losses resulting from the cancellation or termination of said event(s).
- b) Any claim or cause of action arising out of the Prime Time Event Agreement shall be governed exclusively by the law of the District of Columbia without regard to its conflict of laws principles. Any claim or cause of action arising under the Prime Time Event Agreement shall be adjudicated exclusively in the local or federal courts of the District of Columbia. The Participant hereby submits to the personal jurisdiction of the courts located in the District of Columbia.

3. AMENDMENTS

These Guidelines may be amended at any time by ACC at its discretion, and all amendments so made shall be binding on Participants equally with the original Guidelines.

4. ELIGIBILITY

- a) Prime Time Events can only be secured by contracted ACC.18 exhibiting companies, and non-profit organizations and universities.
- b) Only exhibiting companies, non-profit organizations and universities in good standing with ACC are permitted to submit an application for a Prime Time Event. Companies/organizations must settle any outstanding balances from current and/or previous ACC events in order for their applications to be considered.
- c) If the Participant cancels or defaults on exhibit space, the contracted Prime Time Event will be revoked and cancellation fees will apply, as outlined in these Guidelines.

5. REVOCATION

ACC Management reserves the right to revoke the Prime Time Event Agreement at its sole discretion.

6. CANCELLATION BY ACC

- a) ACC Management may terminate the Participant's Prime Time Event Agreement and/or ACC.18 (or part of it) when ACC Management, in its sole discretion, believes that (a) the premises in which the Expo is or is to be conducted has become unfit for occupancy, or (b) the holding of ACC.18 or ACC Management's performance under the contract is substantially or materially prevented or interfered with by a cause or causes not reasonably within ACC's control. ACC Management is not responsible for delays, damage, loss, increased costs or other unfavorable conditions that arise as a result of such termination. Furthermore, in the event of such termination, ACC Management may retain such part of the Participant's Prime Time Event fees as shall be required to recompense ACC Management for expenses incurred up to the time of such termination or incident to such termination, with no liability for either party to the Prime Time Event Agreement. The Participant waives all claims for damages or recovery of payments made, except for the return of the pro-rated amount paid for the Prime Time Event less expenses incurred by ACC Management.
- b) The above phrase "a cause or causes not reasonably within ACC's control" includes but is not limited to: fire; casualty; flood; epidemic; earthquake; explosion; accident; blockage; embargo; inclement weather; act or threat of terrorism; riot or civil disturbance; strike, lockout, boycott or other labor disturbance; inability to secure necessary labor; technical or personnel failure; lack of or impaired transportation facilities; inability to obtain, condemnation, requisition or commandeering of necessary supplies or equipment or services; orders or restraints imposed by civil defense, military or other types of governmental authorities; or acts of God; or such circumstances making ACC's performance impossible or commercially impracticable in its sole discretion.

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7. WAIVER, ENFORCEABILITY & BINDING NATURE

The rights of ACC Management under the Prime Time Event Agreement shall not be deemed waived except as specifically stated in writing by an authorized representative of ACC Management. The Participant further agrees that upon acceptance of the Prime Time Event Agreement by ACC Management, with or without appropriate or timely payment of any and all fees, the Prime Time Event Agreement shall become binding and enforceable in accordance with its terms. The Prime Time Event Agreement will be binding on the Participant's and ACC Management's successors. If any term, clause or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision, and the invalid term, clause or provision shall be deemed to be severed from the agreement.

8. INDEMNIFICATION

a) Each Participant, in making application for a Prime Time Event slot, agrees to protect, indemnify and hold harmless the following parties (including, but not limited to): ACC Management and their officers, directors, agents, contractors and employees from any and all claims, liability, damages or expenses asserted against them or incurred by them as a result of, or in connection with, any loss of or damage to property, or injury to persons resulting from, arising out of or in any way connected with the negligence, wrongful acts of or breach of contract by the exhibitor or its agents, servants or employees. Each party involved in the Expo agrees to be responsible for any claims arising out of its own negligence or that of its employees, agents or contractors.

9. COMPLIANCE & REJECTION

a) The Participant agrees that its Prime Time Event and related set-up, tear-down and promotional activities shall operate in strict compliance with these Guidelines.

b) It is the responsibility of the Participant to ensure that all individuals involved with the planning, production, marketing and/or execution of a Prime Time Event are aware of and abide by the Prime Time Event Guidelines.

c) ACC Management reserves the right to reject, eject or prohibit any presentation in whole or in part, or any Participant, or its representative, with or without giving cause. If any Participant is ejected for violation of these Guidelines, or for any other stated reason, no return of fees shall be made. In addition, ACC Management reserves the right to limit or prohibit future Prime Time Event participation of any company found to be in violation of the Guidelines.

ACC.18 PRIME TIME EVENTS

1. DEADLINES

a) **Applications are due by Oct. 13, 2017.**

b) 50% of total payment is due by Oct. 13, 2017.

c) Applications received between Oct. 13, 2017 and Jan. 5, 2018 must be accompanied by 50% of total payment.

d) Balance is due by Jan. 5, 2018

e) As of Jan. 5, 2018, full payment is required with application.

2. PRICING & PAYMENT

a) The price of each Prime Time Event is as follows:

Friday, March 9

6:00 pm–Midnight \$47,000 (three slots available)

Saturday, March 10

5:30 am–7:45 am \$20,000 (three slots available)

6:30 pm–Midnight \$57,000 (three slots available)

Sunday, March 11

5:30 am–7:45 am \$20,000 (three slots available)

6:30 pm–Midnight \$57,000 (three slots available)

Monday, March 12

5:30 am–7:45 am \$15,000 (three slots available)

b) Participants may pay by check, wire transfer and credit card.

i) **Check**—Upon assignment of a Prime Time Event slot, ACC will invoice the Participant—50% of the total amount will be due by Oct. 13, 2017, and the balance will be due by Jan. 5, 2018. ACC will accept U.S. funds drawn on U.S. banks only. Checks must be mailed to one of the BB&T Lockbox facility addresses listed on the invoice. Do not send checks to the ACC office. Please note "ACC PTE" in the memo field of the check to ensure correct application of funds. **A credit card number with authorization to charge is required to secure a company's application and must be provided with all applications.** Applications received without credit card guarantee for payment will not be considered complete until the guarantee is received. If 50% payment is not received by Oct. 13, 2017, ACC will charge the credit card the amount due.

ii) **Wire Transfer**—Upon assignment of a Prime Time Event slot, ACC will invoice the Participant—50% of the total amount will be due by Oct. 13, 2017, and the balance will be due by Jan. 5, 2018. Contact ACC Management at acc-exhibits@acc.org for necessary wire transfer information. Wire transfers must cover all applicable fees assessed by both the sending and receiving banks. Please notify the ACC Accounting department via email (Kimberly McKinney kmckinney@acc.org) when a wire transfer is made. **A credit card number with authorization to charge is required to secure a company's application and must be provided with all applications.** Applications received without credit card guarantee for payment will not be considered complete until the guarantee is received. If 50% payment is not received by Oct. 13, 2017, ACC will charge the credit card the amount due.

iii) **Credit Card**—ACC will charge the credit card provided on the application 50% of the total amount due by Oct. 13, 2017, and the balance will be charged by Jan. 5, 2018. ACC accepts Visa, MasterCard, Discover and American Express. The cardholder's signature is required in the credit card section of the application. This is in addition to the authorized officer's signature in the Agreement section.

c) If full payment is not received by Jan. 5, 2018, the Participant will be notified that its assigned Prime Time Event slot has been forfeited and will pay applicable liquidated damages as outlined in the "Prime Time Event Slot Cancellation Policy," below.

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3. PRIME TIME EVENT SLOT ASSIGNMENT

- a) Eligible ACC.17 Prime Time Event Participants may exercise their right of first refusal on the same slot at ACC.18.
- b) Eligible ACC.17 Prime Time Event Participants must exercise their right of first refusal by submitting an application by Oct. 13, 2017. These companies will receive confirmation of their slots by October 20, 2017.
- d) Slots not taken by the right of first refusal process will be determined by lottery among those companies that submitted applications by the Oct. 13 deadline. Applicants will be notified in early November, 2017, that they have been awarded a slot.
- e) Although ACC will attempt to accommodate requests for specific Prime Time Event slots, no guarantees can be made that a company will be assigned the specific slot requested.
- f) Any Participant not pleased with the initial assignment may submit a written request to Amy Peters, Director, Exposition, at apeters@acc.org to be placed on a waiting list for possible reassignment. The waiting list will receive consideration for reassignment on a first-come, first-served basis. No guarantees can be made that another choice will be available.

4. SCHEDULE

- a) ACC Management reserves the right to alter the times during which Prime Time Events may be held in any manner whatsoever if in its sole discretion such alteration is in the best interest of ACC.

5. MEETING SPACE

- a) Once the Participant has received approval from ACC Management for its Prime Time Event, the Participant may contact any hotel, restaurant or entertainment venue to request meeting space. Any venue that the Participant selects will require that a copy of the Prime Time Event Approval Letter before reserving meeting space. All communication from that point on will be between the Participant and the venue, and any vendors the Participant secures for transportation, audio/visual, food and beverage, etc. All charges for these items are the sole responsibility of the Participant.
- b) Regardless of whether a Prime Time Event is being held in a hotel that is within or outside the ACC block, or in any other venue, Participants must receive approval from ACC to hold the event, or the event will be considered to be in violation of these Guidelines. **Participants that hold events that are not approved will have their events shut down; will lose all priority points that would have been earned for participation at ACC.18; and/or will not be permitted to hold events at future ACC Annual Scientific Sessions & Expositions.** ACC Management will not be responsible for expenses or losses resulting from the cancellation or termination of said event(s).

6. PRIME TIME EVENT CANCELLATION POLICY

As only contracted exhibiting companies may hold Prime Time Events, cancellation of exhibit space automatically results in revocation of permission to hold Prime Time Events. The following cancellation terms apply, regardless of how a Prime Time Event is cancelled:

- a) Notification of a Participant's decision to cancel a Prime Time Event must be submitted in writing to Amy Peters, Director, Exposition—via mail: 2400 N Street NW; Washington, DC, 20037; via fax: 202-375-6838; via phone: 202-375-6838; or via email: apeters@acc.org.
- b) The date of receipt will be the official cancellation date. Participants that cancel a Prime Time Event will be subject to fees based on the date of receipt, as follows:
 - i) If the Participant cancels the Prime Time Event before Jan. 5, 2018, the Participant will pay as liquidated damages 50% of the total contracted Prime Time Event fee.
 - ii) If the Participant cancels the Prime Time Event on or after Jan. 5, 2018, the Participant will pay as liquidated damages 100% of the total Prime Time Event fee.
- c) ACC Management retains the right to utilize the cancelled Prime Time Event slot at its discretion.

7. PRESENTATION GUIDELINES

- a) The Participant agrees to utilize its Prime Time Event slot for promotional presentations or activities, highlighting a new service, or presenting data on a new product. **Participants are not permitted to present any CME/CNE/CE-certified educational symposia, sessions or activities during its Prime Time Event.**
- b) Participants are reminded of the FDA restrictions on the promotion of investigational and pre-approved drugs, devices and procedures. Information regarding FDA regulations should be obtained directly from the FDA. For more information, visit <http://www.fda.gov/RegulatoryInformation/Guidances/default.htm>.
- c) Participants are required to abide by all ACC.18 embargo and confidentiality policies governing the disclosure of scientific research results in late-breaking clinical trials and other research scheduled for presentation at ACC.18. Embargo Policies are available at www.expo.acc.org. It is the Participant's responsibility to know whether its research is subject to the embargo regulation. Premature presentation or discussion of embargoed research results in a Prime Time Event is strictly forbidden. Anyone determined by the ACC Management to have violated the embargo policies may be withdrawn from the program or subject to other sanctions. All questions and requests regarding ACC's embargo policies must be submitted in writing to Nicole Napoli, Associate Director, Media Relations, at nnapoli@acc.org.
- d) **Failure to comply with these guidelines will result in the loss of all of the Participant's priority points for ACC.18; and/or the Participant being prohibited from holding industry events at future ACC Annual Scientific Sessions and Expos.**

8. SUBLETTING, SHARING & EXCHANGING

The Participant may not assign, sublet or apportion all or any part of their Prime Time Event slot; or share, exchange or co-present with another organization or business unless prior written consent has been obtained from ACC Management, which consent may be conditioned on the payment of such fees as ACC Management determines. If the Participant submits a written request prior to ACC.18, ACC Management, at its sole discretion, may grant exceptions to the following: a corporate parent or subsidiary of the Participant; another subsidiary of the parent corporation; a partner of the Participant in an ongoing partnership with a written partner agreement; and/or other partnerships/collaborations as deemed appropriate by ACC Management. The Participant must provide to ACC Management written documentation of the particular relationship. **Participants that are in violation of this regulation will have their events shut down; will lose all priority points that would have been earned for participation at ACC.18; and/or will not be permitted to hold events at future ACC Annual Scientific Sessions & Expositions.**

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9. THIRD-PARTY PLANNERS

- a) Participants that choose to use a third-party planner to produce and/or market their Prime Time Event must submit to ACC Management a Third-Party Authorization Letter, naming the third party as being authorized to handle planning responsibilities on the Participant's behalf. The text of the Third-Party Authorization Letter can be found at www.expo.acc.org.
- b) No requests from third-party planners will be considered until ACC Management has received a Third-Party Authorization Letter from the Participant on whose behalf the third-party planner is submitting a request.
- c) It is the responsibility of the Participant to ensure that all individuals involved with the planning, production, marketing and/or execution of a Prime Time Event are aware of and abide by the policies, rules and regulations contained in the *ACC.18 Annual Scientific Session & Expo Rules, Regulations, Terms & Conditions*, the Exhibitor Service Kit, the Prime Time Event Guidelines and all policies, rules and regulations adopted by ACC Management hereinafter.

PROMOTION OF PRIME TIME EVENTS

1. PROMOTIONAL MATERIALS

- a) **All promotional materials (including announcements, signage, invitations, emails, websites, advertisements, posters and flyers) must be approved by ACC prior to printing or use.** Final versions of materials should be submitted for approval by Feb. 15, 2018. Submissions should be sent via email to promotional@acc.org. Please allow a minimum of five business days for approval.
- b) The ACC and ACCF logos, names, insignia and other identifying marks may not be used on any exhibitor marketing, promotional or booth materials, either inside or outside the exhibit area (see "ACC.18 Logo and Language Usage Guidelines" available at www.expo.acc.org for more information).
- c) ACC will grant a limited, non-exclusive, non-transferable license to ACC.18 exhibitors and advertisers to use the ACC.18 name and logo in an appropriate manner in conjunction with their advertisements and other materials promoting that exhibitor's or advertiser's participation at ACC.18. The Participant shall utilize the ACC.18 logos consistent with usage guidelines provided by ACC.
- d) No endorsement by ACC Management of the Participant or its products or services, expressed or implied, is permitted or intended.
- e) All materials promoting Prime Time Events must clearly indicate the name(s) of the organizer(s) and/or the company(ies) providing financial support for the presentation.
- f) The term "Scientific Session" may not be used in reference to a Prime Time Event.
- g) **All materials promoting Prime Time Events must include the following statement:**
 - **This event is not part of ACC.18, as planned by its Program Committee, and does not qualify for continuing medical education (CME), continuing nursing education (CNE) or continuing education (CE) credit.**
- h) Prime Time Event holders have access to a number of additional promotional opportunities. For details, please visit www.expo.acc.org.
- i) Distribution of approved materials from Participant's exhibit booth(s) is permitted. Promotional materials, even if approved, are not permitted in the aisles; in the registration and poster session areas; in ACC publication bins; on counters, restaurant and/or lounge tables; in or near education rooms; in Orange County Convention Center lobbies or public areas; anywhere else in or on Orange County Convention Center property; in hotel lobbies, restaurants, meeting rooms or public areas or in front of hotels. **Noncompliance with this regulation will result in the prompt removal of the offending person and property from that area and will result in the loss of ACC.18 priority points by the Participant and/or the Participant will not be permitted to hold events at future ACC Annual Scientific Sessions & Expositions.**
- j) Promotional materials may be sent to the Participant's in-house mailing lists or a mailing list provided by ACC. ACC offers a one-time complimentary use of the ACC.18 advance professional registrant mailing list (available February 2018) to Participants, to be used for promotion of the Participant's Prime Time Event. Mailing list rental guidelines and order forms will be available at www.infocusmarketing.com. Please note ACC must approve Participant's mailer prior to releasing the mailing list and that the turn-around time for requested lists is two to three business days from the time of mailer approval.
- k) Please note: It is the responsibility of the Participant to ensure that all individuals involved with the planning, production, marketing and/or execution of a Prime Time Event are aware of and abide by ACC Management policies as well as its selected venue's policy regarding signage. Venue signage policy may be more restrictive than ACC Management signage policy, and venue policy will apply when it is more restrictive.
- l) Signs must be professionally printed, and no larger than 36" x 96". All signs must be approved by ACC Management prior to printing or use (see "Promotional Materials," above, for more information).
- m) Signage may be placed in the venue on the day of the event only. All signs must be removed within one hour of the conclusion of the event.
- n) Signs may not be placed in other venues, parking lots, Orange County Convention Center (with the exception of the area(s) rented by the exhibiting company in the ACC exhibit hall), buses, and taxicabs or outside the hotel in which the event is taking place. **Noncompliance with this regulation will result in the prompt removal of the signs from that area and will result in the loss of ACC.18 priority points by the Participant.**
- o) Participants are encouraged to display promotional signage and/or distribute approved materials promoting their Prime Time Events from within their exhibit spaces.

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2. PROMOTION OF PRIME TIME EVENTS BY ACC

The Prime Time Events will be promoted by ACC in some or all of the following pre-show and on-site print and electronic promotions:

- a) Pre-Show Promotions:
 - Promotional emails to registered and prospective attendees—select emails will include a lead-in about the Prime Time Events and link to full information on ACC.18 website
 - ACC.18 Pre-Meeting Mailer—mails in February to 10,000 pre-registered attendees and ACC members; will include information about the Prime Time Events, participating companies, and schedule (as available at time of printing)
 - Prime Time Events web page on ACC.18 website —will include comprehensive information about the Prime Time Events, including participating companies, speakers, presentation descriptions and schedule
- b) On-Site Promotional Materials:
 - Insert in Official ACC.18 Meeting Bag—bag is distributed to all meeting professional attendees, will include information about the Prime Time Events, participating companies and schedule (as available at time of printing)
 - Insert in the Doctor's Bag (hotel room door drop)—distributed to meeting attendees staying at select hotels; will include information about the Prime Time Events, participating companies and schedule (as available at time of printing)
 - *ACC.18 ExpoGuide*— guide to industry participation at ACC.18; distributed in the official meeting bag and available in bins outside Expo entrances; will include information about the Prime Time Events, participating companies and schedule (as available at time of printing)
- c) Program Planning Tools:
 - ACC.18 Mobile App: Prime Time Event dates, times, titles, and speakers will be searchable and viewable through ACC's mobile app, available for iPad, iPhone and Android
 - ACC.18 Program Planner: Prime Time Event dates, times, titles and speakers will be searchable and viewable via the web-based planner