

# Rules & Regulations

ASN 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 ASN and that submission of the application for exhibit space constitutes the exhibitor's agreement to abide by these regulations. In addition, exhibitors must follow the policies and guidelines of the Pennsylvania Convention Center.

## Ancillary Meeting Requests

Companies and non-profit organizations that are supporters of ASN may apply to hold ancillary meetings and events during ASN Kidney Week 2014.

ASN will assign meeting space on a first-come, first-served basis beginning in mid-August. Social events, meetings or similar activities are prohibited in hotels or other public or provide facilities during hours that conflict with ASN-sponsored events (exceptions are made for exhibitors to hold internal sales and training meetings). Contracted hotels in Atlanta will not reserve meetings rooms or function space for anyone during the meeting dates without prior ASN approval.

To obtain meeting space, participants must submit all meeting requests to ASN using the Ancillary Event Request Form. The Ancillary Event Request Form and Guidelines will be available on the ASN website at [www.asn-online.org/kidneyweek](http://www.asn-online.org/kidneyweek) in June 2014. The early deadline for requests for ancillary meetings and events is **August 4, 2014**. Send questions regarding ancillary meeting requests to Cara Hill at [chill@asn-online.org](mailto:chill@asn-online.org).

## ASN Name or Logo

The American Society of Nephrology name and logo, and the Kidney Week name and logo are the exclusive property of and trademarked by the American Society of Nephrology. No one may use the American Society of Nephrology's name, insignia, logo, acronym, or any reference to Kidney Week without the express written permission of ASN. ASN reserves the right to review all mailings and other promotional items and activities employed to publicize any approved ancillary meeting or participation in Kidney Week. ASN must approve all brochures, invitations, announcements, posters, agendas, speaker descriptions,

evaluations, postcards and other promotional items prior to printing.

## Booth Installation and Dismantling

### Shipping

GES must receive and process all shipments to Kidney Week 2014. Information on shipping methods and rates will be included in the exhibitor services manual. Exhibitors are prohibited from sending advance freight to the Pennsylvania Convention Center.

To ensure proper handling and receiving, do not address shipments for delivery to the Pennsylvania Convention Center prior to Tuesday, November 11th. There are no provisions to accept freight at the convention center prior to this date.

### Carpet and Show Colors

ASN will cover all visible aisle space within the exhibit area with blue jay carpeting and will supply exhibitors with navy, burgundy and white pipe and drape. Exhibitors must cover the entire area of their exhibit booth. ASN will provide the order form for carpeting in the exhibitor service manual. At the discretion of ASN and the expense of the exhibitor, the decorator will carpet exhibit booths that are not appropriately carpeted.

### Failure to Occupy Exhibit Space

Any space not occupied by **5:00 p.m. on Wednesday, November 12, 2014** will be forfeited by the exhibitor. ASN may reassign or use this space without refund. Exhibitors who anticipate delays setting up booths must receive prior approval by ASN. All booths must be staffed during exposition hours.

### Lighting

All island/multi-level booths may utilize special lighting. Lighting must be directly over or in the exhibitor's booth and cannot exceed 24 feet. Lighting cannot affect other exhibitors or block ASN aisle signs. ASN will not dim or turn off exhibition hall lighting to accommodate exhibitors' lighting requirements.

### 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 the visibility of ASN signs or other exhibitors' booths. Exhibitors must

suspend hanging signs directly over the island booth and not over the aisles. No part of any exhibitor signs may be posted, nailed or otherwise attached to columns, walls, floors or other parts of the building or its furniture.

**It is the responsibility of the exhibiting contact person to notify their contractors and agents of all restrictions for hanging signs and lighting.**

### Storage

Fire regulations in most exhibit facilities prohibit storing product literature, empty packing containers, or packing materials behind back drapes or under draped tables. However, exhibitors may store a limited supply of literature products 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 upon request from the official decorator for a fee. Upon request, the official decorator will deliver storage items to the exhibitor's booth.

### Early Dismantling

ASN prohibits early dismantling. **Exhibits officially close on Saturday, November 15, 2014 at 2:30 p.m.** All exhibitors must staff their booths until that time. Exhibitors who leave before closing will be subject to priority point reduction and possible exclusion from future annual meetings.

### Cancellation of Exposition

In the event of cancellation of exhibits due to fire, the elements, strikes, government, regulations, or other causes beyond ASN's control, ASN will not be held liable for failure to hold the exposition as scheduled, and ASN will determine the amount, if any, of the exhibit fees to be refunded.

### Exhibitor Appointed Contractor (EAC)

Exhibitors planning to use a contractor other than the official contractor to supervise the set-up and dismantling of exhibits must notify ASN Exhibit Management in writing by September 12, 2014. EACs are required to submit an original and valid certificate of insurance that includes commercial general liability, products liability coverage, and broad property damage endorsement with combined and single limits of liability

# Rules & Regulations *continued*

not less than \$1 million per occurrence and a \$2 million aggregate limit. The certificate must also include coverage for workers' compensation and employers' liability in commercially reasonable limits as otherwise required by the laws of the state of Pennsylvania. The certificate of insurance should name ASN, J. Spargo & Associates, Inc., the Pennsylvania Convention Center and GES Exposition Services as additional insured. Certificates of Insurance must indicate the exhibiting company that they are representing in the description area of the certificate. Certificates will be discarded if this information is not listed.

## **Federal and State Regulations**

### **U.S. FDA Regulations**

Exhibitors who have questions regarding drug promotion should contact the Food & Drug Administration (FDA) at 301-443-1544. Each exhibitor is solely responsible for compliance with the FDA rules and regulations.

### **Americans with Disabilities**

The representatives of each exhibiting company will be responsible for making their exhibit accessible to persons with disabilities as required by the Americans with Disabilities Act and shall hold the American Society of Nephrology harmless for any consequences of an exhibitor's failure in this regard.

### **Fire Regulations**

All materials used in the exhibit area must be flameproof and fire resistant in order to conform to local fire ordinances. Crepe and/or corrugated paper, flameproof or otherwise, are not permitted. All aisles and exhibits must be clear at all items and fire stations and fire extinguisher equipment are not to be covered or obstructed.

### **Insurance and Liability Issues**

- Exhibitors must acknowledge that neither the American Society of Nephrology, J. Spargo & Associates, Inc., Global Exposition Specialists (GES), nor the Pennsylvania 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 its own expense.
- Exhibitors with booths that are 400 square feet or larger must submit an original and valid certificate of insurance to Sarah

Mesner at [smesner@asn-online.org](mailto:smesner@asn-online.org) by September 12, 2014, which must include: commercial general liability coverage and broad property damage endorsement with combined and single limits of liability not less than \$1 million per occurrence and \$2 million aggregate limit.

- Commercial general liability shall name ASN 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 as well.
- Insurance policy must be in force from the move-in date through the move-out date.

### **International Exhibitors**

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 U.S., but may be promoted in the exhibit hall for the benefit of non-U.S. participants. 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. participants should incorporate international areas within their booths that are not accessible to U.S. participants in order to comply with FDA guidelines. Please note that for island booths any walls used to partition off these international areas must include four foot breaks for every 12 feet of solid wall, and walls must not obstruct the attendees' view of the surrounding exhibit area.

### **Limitations and Liability**

Exhibitor agrees to make no claim for any reason whatsoever against the American Society of Nephrology, its employees, agents, or representatives for loss, theft, damage, or destruction of goods; nor for any injury, including death, to himself, employees, agents or representatives; nor for any damage of any nature, including damage to his business for failure to provide exhibit space; nor for failure to hold the Exposition as scheduled; nor for any action or omission

of American Society of Nephrology. The exhibitor is solely responsible for his own exhibition material and products, and should insure exhibit and products from loss or damage from any cause whatsoever. It is understood all property of an exhibitor is in his care, custody, and control in transit to, or from, or within the confines of the exhibit hall. American Society of Nephrology shall bear no responsibility for the safety of the exhibitor, its personnel, employees, agents or representatives or personal property.

### **Music Licensing**

ASN does not obtain ASCAP or BMI licensing that will allow the use of copyrighted, recorded music in your booth. Exhibitors interested in playing copyrighted music must obtain the proper licensing from Broadcast Music In. (BMI) at [www.bmi.com](http://www.bmi.com) or the American Society of Composers, Authors, and Publishers (ASCAP) at [www.ascap.com](http://www.ascap.com).

### **Photography/Video Taping**

Only the ASN photographer may take photographs and videotape in the exhibit hall. Details regarding the official photographer will be included in the exhibitor service manual. Press representatives should review the 2014 Press Guidelines for additional information on this policy. Exhibitors may use only the official ASN photographer to photograph their own booths and are prohibited from photographing other exhibitors' booths. Press guidelines are available at <http://www.asn-online.org/education/kidneyweek>.

This prohibition includes photographs taken with cellular phones. Individuals engaging in unauthorized activities will be subject to a loss of priority points and/or immediate removal from the exhibit hall.

### **Porter Service**

In an effort to maintain a clean and organized exhibit hall, exhibitors who distribute giveaways must order porter service. Porter service includes monitoring the exhibit booth to empty wastebaskets and collecting empty boxes throughout show hours. Empty boxes may not be placed in the exhibit hall aisles, behind or adjacent to columns, or in trashcans in the exhibit hall for removal during show hours. The order form for porter service will be provided in the exhibitor service manual. Standard wastebasket

# Rules & Regulations *continued*

emptying does not include removal of empty boxes. If an exhibitor does not properly handle empty boxes, ASN will remove the boxes at the exhibitor's expense.

## Promotional Activities

ASN 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 be made within the exhibitor's booth. Canvassing or distributing promotional materials outside the exhibitor's rented booth space is not permitted. Exhibitors may not distribute literature in the convention center, hotels or any public area.

## Sale of Goods and Services

The sale of goods and services of any kind is prohibited. Order taking is permitted. However, the exhibitor agrees not to deliver any goods and/or services until after the conclusion of the exposition. Furthermore, the exhibitor agrees not to conduct or permit the receipt of legal tender or anything of value for machinery, equipment, goods and/or services.

## Contests, Lotteries, Raffles and Games of Chance

Contests of any kind are prohibited on the exhibit hall floor at Kidney Week 2014.

## Educational Activity/Presentations in a Booth

A 2,000 square foot (minimum) booth is required for audience generating activities. An outline of the program, list of speakers, and a schematic of the booth (including dimensions, heights, etc.) showing the location of all booth activities must be submitted in writing to ASN to [smesner@asn-online.org](mailto:smesner@asn-online.org) by September 12, 2014. The presentation area must be centrally located within the booth. Presentations must meet the standards of ASN and compliment but not duplicate the ASN Scientific Program. ASN Kidney Week faculty members and planning committee members are prohibited from making booth presentations.

## Food and Beverage

Permission to serve food and beverages must be coordinated with the catering

department of the Pennsylvania Convention Center. All food and beverages must be purchased through the Pennsylvania Convention Center. ASN prohibits the distribution of alcoholic beverages.

## Giveaways

ASN supports the ethical codes of conduct on interactions with healthcare professionals including, but not limited to, Advanced Medical Technology Association (AvaMed) **Code of Ethics on Interaction with Health Care Professionals**; the American Medical Association (AMA) Gifts to Physicians from Industry Ethical Opinion 8.06111; the Pharmaceutical Research and Manufacturers of America (PhRMA) **Code on Interactions with Healthcare Professionals**; the Council for Medical Specialty Societies (CMSS) **Code for Interactions with Companies**; U.S. Food and Drug Administration (FDA); the Office of Inspector General Compliance Program Guidance for Pharmaceutical Manufacturers; and other ethical guidelines and expects all exhibitors at ASN Kidney Week 2014 to be in compliance. All exhibiting companies, regardless of tax status, must demonstrate compliance to these and subsequent ethical codes.

As of 2014, the American Society of Nephrology has signed the Council for Medical Specialty Societies (CMSS) Code for Interactions with Companies. Signing this document means that ASN has adopted the CMSS Code to ensure that the Society's interactions with companies will be for the benefit of patients and members and for the improvement of care in nephrology. Section 5.4.2 of the CMSS Code will now apply to all exhibitors (including non-profit exhibitors). All giveaways must be educational in purpose or in nature (for physicians or patients) and modest in value (\$10 or less). This requirement also applies equally to companies that have signed on to the PhRMA or AvaMed Codes and those that have not. Giveaway requests must be submitted in writing for ASN approval to [smesner@asn-online.org](mailto:smesner@asn-online.org) by September 12, 2014.

## Security

ASN 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

ASN, J. Spargo & Associates, Inc., the Pennsylvania Convention Center, nor Global Exposition Specialists (GES) 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.

Please note that while the exhibit hall is closed to the attendees of Kidney Week 2014 during non-show hours, the individuals who participate in poster presentations may be required to enter the hall before and after show hours in order to prepare for their poster session. While ASN allows the poster presenters admittance to the hall during these times when the hall is closed, the society will provide them with special instructions to access their poster board without passing through the exhibit booth areas, and will increase our security coverage during these times.

## Exhibitor Representative's Responsibility

Neither the meeting/exhibition sponsor, nor its show management company or other agents or representatives, or their shareholders, officers, directors, employees or contractors shall be responsible for any injury, loss, or damage that may occur to exhibitor or to exhibitor's agents, employees, affiliated personnel, officers, directors, shareholders, contractors or representatives or any of their property, businesses, or other activities from any cause whatsoever, prior to, during or subsequent to the conference or exposition event. By signing this Agreement, exhibitor expressly and voluntarily and knowingly assumes all such risk and expressly agrees, and hereby does, indemnify, defend and hold harmless the conference/exhibition sponsor, its show management company and other agents and representatives, and their shareholders, officers, directors, employees and contractors, from and against all claims and liabilities arising out of, or in any way related to, the acts or negligence of exhibitor, exhibitor's agents, employees or representatives.