



## Exhibit Rules and Regulations

### INTRODUCTION

SOHO is committed to providing the highest quality annual meeting possible. It is agreed and understood that these policies for exhibitors are part of a contract between the exhibitor and SOHO, and that submission of the application for in-person exhibit space and/or a virtual exhibit constitutes the exhibitor's agreement to abide by these regulations. The following rules and regulations form a binding contract between the exhibitor and SOHO.

It is the responsibility of the official exhibitor representative to ensure all exhibit staff are made aware of and adhere to all rules and regulations and conduct themselves in a professional manner. Exhibitor personnel may not enter the exhibit space/meeting rooms of another exhibitor without permission from the latter. At no time may anyone enter an unstaffed area of another exhibitor.

SOHO reserves the right to interpret, amend, and enforce these contract conditions, rules, and regulations at any time as it deems proper to ensure 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.

SOHO reserves the right to restrict exhibits that are objectionable for any reason, and to remove any exhibit that in the opinion of SOHO, detracts from the general character of the exhibits. This includes noise, glaring or flashing lights, or method of operation. All exhibit 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 SOHO judges to be objectionable. In the event of such restriction or eviction, SOHO is not liable for any refund to the exhibitor.

### Eligible Exhibitors

Only a company or other organization identified in a signed Application and Contract for an in-person exhibit space or virtual exhibit, submitted either by hard copy or online, that has been approved by SOHO may exhibit at a SOHO meeting. SOHO retains the sole and exclusive right to determine which companies and organizations may exhibit at SOHO meetings. Only the sign of the company or organization whose name appears at the top of its Exhibitor Agreement is eligible to be placed in the booth or appear on any printed list of exhibitors.



### **Payments, Cancellations, and Refunds**

All exhibit space, meeting room rentals, and exhibitor directory listings must be paid in full prior to move-in. Exhibitors with outstanding balances will not be permitted to access the exhibit area, or freight docks or begin the installation of their exhibits. Badges will also be withheld until full payment has been received.

In the event of cancellation by an exhibitor, SOHO shall determine an assessment covering the reassignment of space, prior services performed, and other damages related to cancellation.

SOHO must receive notification of the cancellation in writing. The date that the cancellation notice is received by SOHO will determine the assessment charges. In the event of either a full or partial cancellation of space by an exhibitor, SOHO reserves the right to reassign canceled booth space, regardless of the cancellation assessment. Subsequent reassignment of canceled space does not relieve the canceling exhibitor of the obligation to pay the cancellation assessment. Payment of assessment charges must be received by SOHO within 30 days of cancellation.

- On or Before March 1, 2024.....0% cancellation penalty
- March 2, 2024 – April 1, 2024 .....50% cancellation penalty
- On or After May 1, 2024 .....100% cancellation penalty and the supporter will be issued NO refund of any monies received by SOHO for said cancellation.
- If SOHO determines an in-person meeting is not possible, all sponsorships will be converted to the virtual platform and the difference in cost between the in-person and virtual will be returned to the sponsor.

### **Failure to Occupy Exhibit Space**

Any space not occupied by 8:00 a.m., Wednesday, September 4, 2024, will be forfeited by the exhibitor. The space may be reassigned or used by SOHO without a refund. Exhibitors who anticipate delays in setting up their booths must receive prior written approval from SOHO. All booths must be staffed during exhibit hours. Exhibiting organizations that fail to occupy and furnish contracted exhibit space will be charged for the expenses incurred by SOHO to cover the booth area and convert it to a lounge area.

### **Subleasing of Exhibit Space**

Exhibitors may not assign, sublet or apportion the whole or any part of the space allotted to them and may not advertise or display goods or services other than those manufactured or sold by them in the normal course of business. The demonstration of products, advertising of products or distribution of advertising, and/or solicitation of business of any kind on behalf of non-exhibiting firms in any part of the Conference facility is strictly prohibited.



## **Relocation of Exhibits and other Floor Plan Revisions**

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

## **Exhibit Content, Installation & Dismantle**

### **1. Exhibit Content and Activities**

The Exhibit area atmosphere must always be congruent with the educational mission of SOHO. All booth activities and content must be professional in nature and provide educational information related to the field of oncology.

### **2. Exhibit Restrictions**

Exhibits must conform to the contracted space and all display rules as set forth in these guidelines. Exhibits or displays must not obstruct the view of or interfere in any way with the displays of neighboring exhibits. All business and selling demonstrations shall be confined to the exhibitor's own space. Promotion or display of promotional material and any other related activity is not allowed outside the assigned space.

### **3. Shipping**

All shipments to the SOHO exposition must be received and processed through Texas XPO, 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-February. To ensure proper handling and receiving, advance freight and other shipments should not be sent directly to the George R Brown Convention Center prior to the assigned target date.

### **4. Fire and Safety Regulations**

All display materials must be flame retardant according to Texas fire codes and George R Brown Convention Center. A fire retardancy certificate of the display materials and the exhibitor booth construction must be posted or readily available within the exhibit. If smoke detectors are required for exhibit enclosures or if the fire marshal deems necessary, special fire watch coverage will be in effect and billable when the exhibit or show is closed for business. 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.

### **5. Storage**

Fire regulations prohibit storing products, 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 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 from Texas XPO for a fee. Detailed information regarding accessible storage will be available in the Exhibitor Service Manual.

#### 6. Photography, Video Recording, and Audio Recording

Exhibitors must receive prior approval from SOHO for any photography, videotaping or audio taping of any activity in conjunction with the exhibition and the Conference, except for limited activities occurring within the individual exhibitor's own space. Photography, videotaping or audio taping of scientific or educational sessions is not permitted.

Exhibitors are prohibited from using the following devices in the exhibit area:

- 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 area.

#### 7. Early Dismantling

Early dismantling is expressly prohibited by SOHO. In-person exhibits officially close on Saturday, September 7, 2024, at 12:30 p.m. All booths must be staffed until that time. Exhibitors that dismantle before closing will be subject to possible exclusion from future annual meetings.

#### 8. Children Admittance Regulations

For safety and liability reasons, SOHO 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. Children who are an appropriate age and permitted into the exhibit area must be registered as a guest and must wear their meeting badge in order to be allowed access to the exhibit area.

#### **Exhibitor-Appointed Contractors (EACs)**

An exhibitor using an outside contractor for the above work should supply evidence of adequate liability insurance coverage as required by SOHO. Certificates of liability insurance for EACs 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 SOHO.



Exhibitor Appointed Contractors (EACs) must also comply with the policies and procedures set forth by the meeting facility. All EACs are required to have their work and staging areas set up within their client's contracted space and not in any other area such as the loading docks, food court, posters, etc. EAC forms are due June 1, 2024, to [bmelder@jwccinc.com](mailto:bmelder@jwccinc.com)

### **Exhibitor Meeting Rooms**

SOHO has dedicated areas located on level 3 of the GRB in Grand Ballroom B, for Exhibitor meeting rooms which may be used to hold private meetings, staff meetings, or set up as a staff lounge. Exhibitor meeting rooms may not be utilized to hold workshops, group presentations, or other similar events. Exhibitor meeting rooms will be available for use Tuesday, September 3, through Saturday, September 7, 2024.

### **Attorneys' Fees, Governing Law, Jurisdiction**

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

### **Exhibitor Registration**

- The designated contact for each exhibiting organization will receive the login information needed to register exhibitors. If you need assistance with your login, please contact [bmelder@jwccinc.com](mailto:bmelder@jwccinc.com)
- All Exhibitors must be registered and display an official Conference badge during all times of the Conference
- There are a limited number of complimentary exhibitor badges per booth
- Each person issued an exhibitor badge must be employed by the exhibiting company and must be responsible for staffing the booth
- Badges must be worn at all times.
- Exhibitors registering onsite will be required to show proof of affiliation with the exhibiting company. Exhibitors picking up badges at Registration will be required to show photo ID. The exhibiting company will be responsible for the actions of anyone authorized to receive a badge under the exhibiting company's name

### **Security and Insurance**

Neither SOHO nor its contractors shall be responsible for the safety of any exhibit or other property of the exhibitor or of any person, or for the loss, damage or destruction by theft or fire or from any other cause to such exhibits or other property, or for loss, damage or injury sustained by any exhibits or any other persons. The exhibitor shall indemnify SOHO or its contractors to third persons, as a result of any act or omission of the exhibitor, his staff, agent or personnel hired on a temporary



basis to staff the exhibition stand. As SOHO and its contractors will accept no responsibility for any of the foregoing matters, the exhibitor should affect his own insurance against any risk of loss, damage, injury, or liability.

### **Social Functions/Activities**

Social functions and other activities supported by exhibitors cannot be held during exhibit hours or in conflict with any scheduled scientific sessions, meetings, or activities.

### **Postponement or Abandonment**

SOHO reserves the right to postpone the Conference including the exhibition, or to transfer it to another site, if unforeseen circumstances warrant such action. Should any contingency prevent the holding of the exhibition, SOHO will not be held liable for expenses incurred other than the cost of the pro-rated rental of exhibition space.

#### **1. Pro-Rated Refund**

Should SOHO terminate the Exhibitor Agreement due to the occurrence of circumstances not reasonably within the control of SOHO or because SOHO has determined that the premises are or may become unfit for occupancy, the exhibitor waives any and all claims for damages and agrees that SOHO may, after computing the total amount refundable to all exhibitors (i.e., the excess of the total of exhibitors' deposits held by SOHO over SOHO's costs and expenses in connection with its preparation for and conducting of the Exhibition, including a reasonable reserve for claims and other contingencies), refund to the exhibitor, as complete settlement and discharge of all said exhibitor's claims and demands, the exhibitor's pro-rated amount of the total amount refundable to all exhibitors, based upon the amount of exhibitor's deposit relative to the total deposits paid by all exhibitors.

### **Use of the SOHO Designated Housing Agent**

Exhibitors and their guests must use designated housing, booked through the annual meeting website, to procure housing for current and future SOHO meetings and shall abide by the rules of the Designated Housing Agent, JWC Covenant Inc. Exhibitors or their agents must not negotiate blocks of hotel rooms directly with contracted SOHO participating hotels for current or future SOHO meetings. Exhibiting companies who do not utilize the SOHO Housing Agent to secure hotel rooms will be subject to a 10% surcharge on their exhibit space rental rate and will be billed accordingly.

### **Use of the SOHO Names and Marks**

All names, marks, brands, logos, designs, trade dress, slogans, and other designations of SOHO, are the sole and exclusive property of SOHO. Use of any SOHO trademark without SOHO's prior written permission is strictly prohibited, except for use of SOHO's name as required in the disclaimer for signage and in other materials associated with ancillary events as set forth in Section III. Review of use of any SOHO trademark in any materials (including but not limited to promotional mailers,



exhibit booth banners or decoration, or websites related to any SOHO meeting or symposia) will include review for consistency with Section III.A of this Policy and the following usage policies:

- The name of the SOHO meeting or symposia may be mentioned one time in each communication for identification purposes and should be referred to as SOHO 2024 Annual Meeting.
- The SOHO name may not be part of a title or heading, be prominently featured, or listed first in print materials, or used in a way that suggests or implies the endorsement or sponsorship of SOHO in any way.

### **Disciplinary Action**

SOHO may take disciplinary action against a commercial firm or other individual or organization for any violation of these Policies, legal requirements, or the terms and conditions of an agreement with SOHO. Disciplinary action is in SOHO's discretion. Violations may be handled informally through discussion between a SOHO representative and a representative of the violating organization. For instance, a policy violation may be corrected at a company's booth during a SOHO meeting or during setup.

Possible disciplinary actions include, but are not limited to, suspension from involvement in upcoming or future SOHO meetings as an exhibitor or in another role, termination of the Exhibitor Agreement, and loss of all or part of allotted exhibit space or hotel accommodations.

### **Industry, Federal, and State Regulations**

Each company is responsible for understanding and following the specific requirements of any code to which they have signed on, 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
- Physicians Payments Sunshine Act
- U.S. Food and Drug Administration (FDA)

All products marketed and promoted in the exhibit area are regulated by the U.S. Food and Drug Administration (FDA) must meet FDA guidelines and be FDA-approved. It is the responsibility of exhibiting company to ensure adherence to FDA regulations, policies, practices and guidelines, and all other applicable industry guidelines, concerning the demonstration, discussion, use and/or display of products, technologies, and/or services at the SOHO Annual Meeting. Information regarding FDA regulations should be obtained directly from the FDA.



### **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 United States but may be promoted in the exhibit area 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**

Exhibiting companies are reminded of the FDA restrictions on the promotion of investigational and pre-approved drugs, devices and procedures. 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.

### **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 SOHO harmless from any consequences of an exhibitor's failure in this regard.

### **Cancellation of Exposition**

It is mutually agreed that, in the event of cancellation of the SOHO annual meeting as a result of strikes, acts of God, war, terrorism, disaster, pandemic, curtailment of transportation facilities, governmental regulations, power or internet outages, technology disruptions or other causes that would prevent its scheduled opening or continuance, this agreement will be terminated immediately. SOHO shall determine an equitable basis for the refund of a portion of the exhibit, exhibitor meeting room rentals and/or support opportunity fees after due consideration of expenditures and commitments already made.