# **Policies & Procedures for Exhibiting Companies**

As of July 18, 2016

# Eligibility

Only a company or organization identified and approved by DIA via a signed Application and Contract for Exhibit Space, submitted either by hard copy or online, may exhibit at the DIA 2017 Annual Meeting.

The Application and Contract for Exhibit Space and the official notice of acceptance of this application by DIA constitutes a contract between the Exhibitor and DIA and shall become binding upon both DIA and the Exhibitor as set forth in the Terms and Conditions of the Application and Contract for Exhibit Space. DIA will not accept any contract adjustments or changes.

Any producer or supplier of equipment, products or services whose proposed exhibit is directly related to the pharmaceutical, biotechnology, medical device, or related health care industries, and whose exhibit will contribute to the education of those registrants within the industry and/or their academic counterparts may apply for booth space.

DIA reserves the right to determine eligibility of any company or product to participate in the show at any time. DIA may refuse to accept an application for rental of exhibit space from, or terminate an already executed contract with, any company determined by DIA to be in competition with DIA or whose goods and/or services are not in its sole discretion, compatible with and complementary to the show, Annual Meeting, membership, or the industry. In the event of such termination or refusal, DIA shall refund, in full, all payments, including deposits, received from the Exhibitor.

## Access to the Exhibit Hall

Exhibiting companies receive 1 (one) full meeting registration and 3 (three) exhibit booth personnel registrations for each 100 square feet of contracted booth space. Additional booth personnel registrations are not available for purchase; however, may be included with specific official marketing purchases. Additional staff are required to register as meeting attendees once an exhibiting company has filled its allotment of included badges.

Exhibitors must wear the official DIA supplied badge at all times in the Exhibit Hall. All badges are nontransferable and are the sole property of DIA. DIA, SPARGO, Inc., and DIA Security reserve the right to revoke any badge at any time.

No one under the age of 18 is allowed access to the exhibit area at any time. Proof of age may be required to obtain entrance.

Access to the Exhibit Hall by registered Exhibitors will be granted on Saturday, June 17 from 9:00AM to 5:00PM and Sunday, June 18 from 8:00AM to 6:00PM for booth installation. Access to the Exhibit Hall by registered Exhibitors will be granted on the days that the Exhibit Hall is open to meeting attendees as early as 7:00AM on Monday, June 19 and one hour prior to opening on Tuesday and Wednesday. Exhibitors may remain in the hall one hour after closing each day. All times listed are Central Daylight Time.

## **Booth Installation and Dismantle**

DIA allows ample time before the event for exhibit booth installation. All Exhibitors and their independent contractors are required to adhere to the DIA schedule for exhibit booth installation and dismantle and to follow all DIA procedures. It is the exhibiting company's responsibility to make their contractors aware of and ensure their adherence to all DIA policies. Access to the Exhibit Hall during installation and dismantle times for booths is restricted to the published hours unless special arrangements have been made with DIA. Access during installation will be restricted to Exhibitors and independent contractors with badges only.

Absolutely no dismantling of booths will be permitted before the specified adjournment time of the trade show portion of the meeting as it is disruptive and dangerous to attendees and other Exhibitors. Penalties will be imposed on any Exhibitor who does not abide by this policy and will affect the Exhibitor's ranking in future booth selection process as well as the possibility of exhibiting at future meetings.

# Subletting

Exhibitors may not sublet, assign, or share any part of the space allocated with another company or organization unless previous approval has been obtained in writing by DIA.

# Failure to Occupy Space

Any space not partially occupied at least 30 minutes prior to opening will be forfeited by the Exhibitor and can be used by DIA in any manner, without refund, unless arrangements for delayed occupancy have been previously approved by DIA. All booths must be setup and ready for the show by the walk-through inspection. Exhibiting companies that fail to occupy and furnish contracted exhibit space will be charged for any expenses incurred by DIA to carpet the booth area and convert it to a lounge area.

# Exhibit Space Selection and Assignment Order Point System

Exhibiting companies will have an opportunity to register and reserve booth space for the DIA 2018 Annual Meeting while onsite in Chicago, IL. Booth selection appointment times will be coordinated by SPARGO, Inc. and are based on a point system.

DIA 2017 Annual Meeting Exhibitors earn Assignment Order points based on the following criteria:

#### Exhibit History Points

- Two Assignment Order points are earned for each year a company purchases exhibit space. (Points will be credited for the past 10 years plus the current year.)
- History points are reduced by 50% after missing one year.
- Companies not exhibiting for two consecutive years will forfeit all earned points.

#### Exhibit Space Points

• Two Assignment Order points are earned for each 10'x10' space purchased for the DIA 2017 Annual Meeting only.

#### Marketing and Industry Support

• One Assignment Order point is earned for each \$2,500 spent in Marketing and Industry Support for the DIA 2017 Annual Meeting only, if contracted by May 8, 2017.

#### Housing

• Two Assignment Order points are earned for reserving hotel rooms in the Exhibitor Room Block through DIA's official housing bureau, onPeak.

The DIA Assignment Order is calculated by totaling all points earned by each company. Companies are ranked by their total points and are scheduled for space selection appointments. Priority points will be calculated for the company name stated on the Exhibitor contract. 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.

Exhibitors found to be in violation of DIA's rules and regulations will be subject to a reduction in Assignment Order points.

Registration and booth selection for the DIA 2018 Annual Meeting for companies not exhibiting at the DIA 2017 Annual Meeting will open June 22, 2017. DIA and SPARGO, Inc. will make booth assignments upon receipt of a signed Application and Contract for Exhibit Space. DIA and SPARGO, Inc. will make a good faith effort to assign the Exhibitor a booth that conforms to the Exhibitor's booth selection, size, and location criteria, including proximity to other companies, as indicated by the Exhibitor in its Application. Notwithstanding the above, DIA retains sole discretion to assign exhibit space and may change the original allocation of space by notification to the Exhibitor's authorized representative.

#### **Booth Structure and Décor Guidelines**

All exhibit floor spaces must be carpeted or covered with an approved material (bare floors in booths are not allowed). Unless Freeman, the official show services provider, has been notified that previous arrangements have been made, carpeting will be installed in any booth not carpeted by 12:00PM on Sunday, June 18, 2017, and an invoice will be issued.

Exhibitors may not apply paint, lacquer, adhesive or other coatings to building columns, floors or walls, or to standard booth equipment. Electrical cords, rear sides of audio/visual equipment and other aspects of the exhibit not intended for public view must be concealed or displayed so as not to distract from neighboring exhibits. Any portion of the exhibit with visible unfinished sides or back exposed must be draped off at the Exhibitor's expense.

The aisles, passageways, overhead spaces, public meeting rooms, and other meeting facilities are controlled by DIA. Exhibitors may not have displays, furniture, etc. in the Exhibit Hall aisles, nor may they install banners or hanging signage spanning Exhibit Hall aisles or on building columns or walls. No lighting, fixtures, or overhead lighting are allowed outside the boundaries of the booth space, and should not project onto other exhibits or the aisles. Lighting that spins, rotates, pulsates, and other special lighting effects should be in good taste and not interfere with neighboring Exhibitors or otherwise detract from the general atmosphere of the event.

Provided Exhibitor booth space is sufficient, DIA does allow automobiles or trucks on the show floor. Prior authorization from DIA is mandatory and additional charges may be incurred with having an automobile on the show floor. These charges are the responsibility of the Exhibitor and will be disclosed at the time of approval. An additional agreement must be signed indicating the Exhibitor's approval of the terms and fees.

# **Fire Regulations**

Each Exhibitor is responsible for knowledge of and adherence to all Chicago, IL fire and safety codes referenced in the Exhibitor Service Kit. All electrical signs and equipment must be wired to meet the specification of Underwriters Laboratories (UL) and must conform to appropriate federal, state, and municipal codes. Exhibitors must comply with all applicable laws and regulations.

# Americans with Disabilities Act (ADA)

Each Exhibitor shall have sole responsibility for ensuring that its exhibit is in full compliance with the Americans with Disabilities Act and any regulations under that Act. Exhibitor will ensure the accessibility of its exhibit space and agrees to hold harmless and indemnify DIA against any claims, damages, loss or exposure, including attorney's fees and costs, arising out of or related to any alleged ADA violation.

#### **Inline Booths**

Inline booths are generally arranged in a straight line and have neighboring Exhibitors on their immediate right and left, leaving only one side exposed to the aisle. DIA will provide a standard draped booth, consisting of an 8ft (2.44m) high backdrop, 3ft (0.91m) high-draped side rails, and a 7"x44" (17cm x 112cm) Company ID sign which will include the "exhibiting as" company name from the exhibit space application and the booth number. Hanging signs are not permitted over inline booths.

Regardless of the number of inline booths utilized, display materials should be arranged in such a manner so as not to obstruct sight lines of neighboring Exhibitors. The maximum height of 8ft (2.44m) is allowed only on the rear half of the booth space, with a 4ft (1.22m) height restriction imposed on all materials in the remaining space forward to the aisle. No objects or decorations that obstruct visibility will be permitted. End-cap or back-to-back booths are not permitted.

Note: When three or more inline booths are used in combination as a single exhibit space, the 4ft height limitation is applied only to that portion of exhibit space which is within 10ft (3.05m) of an adjoining booth.

#### **Corner Booth**

A corner booth is an inline booth at the end of a series of inline booths with exposure to intersecting aisles on two sides. All other guidelines for inline booths apply.

#### Island Booth

An island booth is exposed to aisles on all four sides. An island booth is typically 400 square feet (36 square meters) or larger. Exhibitors who wish to construct an island booth are required to submit a scaled floor plan and elevation diagram (digitally) to DIA / SPARGO, Inc. for approval by May 8, 2017. These plans must include hanging signs and rigging components. The plan must include the scale utilized. Any changes that occur after initial submission must be resubmitted to DIA for approval prior to the Meeting. Multi-level booths must receive proper approval from DIA and the convention center and/or the appropriate local government agency.

All island booths must have ample sight lines to assure adjacent exhibits are visually accessible. If booth design includes a wall, there must be at least two feet on either side open to allow for sight lines to neighboringing booths. The maximum height of an island booth is 20ft (6.1m). The top of the booth's sign may not extend more than 20ft (6.1m) from the Exhibit Hall floor and cannot block the visibility of DIA signs or other Exhibitors' booths. Hanging signs must be hung directly over the island booth and not in the aisles.

Island booths may use special lighting. Lighting must be directly over or in the Exhibitor's booth and cannot affect other Exhibitors or aisles.

#### **Booth Activity Guidelines**

Exhibitors are expected to maintain decorum in and around their exhibit space so as not to offend or disturb other Exhibitors. Exhibitors must police their own booths to be sure the noise levels from demonstrations or sound systems is kept to a minimum and does not interfere with others.

DIA reserves the right to prohibit and require immediate cessation of any activity or distribution of materials it deems inappropriate or disruptive.

Demonstration areas must be organized within the Exhibitor's space so as to not interfere with any traffic in the aisle, and sampling or demonstration tables must be placed a minimum of 2ft (60cm) from the aisle so as to prevent accidental injury to spectators. Should the spectators interfere with the normal traffic flow in aisles or overflow into neighboring exhibits, the presentation will be limited or eliminated.

Booths must be staffed at all times the Exhibit Hall is open.

No company may advertise their company's meetings or training course material, advertisements or brochures that compete with

DIA or any of its events, from within their booth, in any space occupied by the DIA, or in any promotional mailing piece.

All promotional material must be confined to the exhibiting companies' booth or areas designated with the purchase of specific official additional marketing opportunities. Materials found outside these areas will be discarded and the Exhibitor will receive a violation penalty.

DIA offers a wide range of additional support, marketing and branding opportunities. Details and fees for the services offered are included in the Marketing & Industry Support Opportunities brochure.

Marketing activity at hotels contracted by DIA is strictly forbidden without approval of DIA, and in some cases prohibited altogether. DIA reserves the right to halt any unapproved advertising activity at contracted hotels.

A marketing free zone will be in place around the conference facility and surrounding area. This zone will restrict exhibiting companies from marketing activities not approved by DIA, including but not limited to, street teams, motor vehicles, Segways, street decals, and literature distribution. DIA reserves the right to halt any unapproved activity within this zone.

## Use of DIA Logo and Annual Meeting Name

The use of DIA's logo is not permitted in Exhibitor promotional materials or Exhibitor signage. Meeting graphics in multiple sizes will be made available for Exhibitor use on Exhibitor's website, emails or other promotional materials announcing their participation at the Annual Meeting. These banners should be hyperlinked to www.DIAglobal.org/DIA2017 and reference the meeting as DIA 2017 or the DIA 2017 Annual Meeting.

#### **Exhibit Personnel Professionalism**

It is the responsibility of each exhibiting company contact to make sure their exhibit personnel are aware of and adhere to all DIA policies, applicable terms of the Application and Contract for Exhibit Space, and conduct themselves in a professional manner.

Exhibit Personnel may not enter the exhibit space of another Exhibitor without permission from the latter. At no time may anyone enter an unstaffed booth of another Exhibitor.

Exhibit personnel, including vendors hired to work in their booth, may not solicit attendees, speakers, or other Exhibitors from outside of their booth or elsewhere in the meeting venue.

#### Prohibited Activities and Items in the Exhibit Hall

Unless a special exception has been granted by DIA in advance for fundraising activities to benefit certain not-for-profit organizations, Exhibitors may not engage, directly or indirectly, in any fundraising in the Exhibit Hall. Any organization seeking an exception must receive written approval from DIA at least 60 days in advance of first move in day.

Exhibiting companies are limited to taking orders for products and services. Sales transactions and/or any exchange of money on the show floor are not permitted.

In addition, the following are prohibited in the Exhibit Hall:

- Soliciting attendees, speakers, or Exhibitors in the aisles(s) outside booth space, in booths other than their own, or elsewhere in the meeting venue.
- Distribution of advertising, marketing materials, and product literature in any area outside their booth space or where permitted with the purchase of an official marketing opportunity.
- Helium balloons or other lighter than air objects.
- Live animals, with the exception of authorized service animals.
- Popcorn machines.
- Excessive amplification devices which may result in the disturbance of other Exhibitors.
- Using lead retrieval devices in session rooms or without the consent of the attendee, speaker, or Exhibitor.

## Photography, Video Recording, and Audio Recording

By attending the DIA 2017 Annual Meeting you give permission for images of you, captured during the conference through video, photo, and/or digital camera, to be used by DIA in promotional materials, publications, and website and waive any and all rights including, but not limited to compensation or ownership.

Exhibitors are permitted to photograph, videotape, and/or audiotape within their own booth space and may photograph, videotape, and/or audiotape Exhibit Hall attendees provided permission has been granted by the subject.

Exhibitors may not photograph or videotape other Exhibitors' or organizations' exhibits. All photography, video, and audio equipment must remain with Exhibitors' booth space and must not disrupt visitor traffic.

Exhibitors who do not wish to use DIA's official photographer or videographer listed in the Exhibitor Service Manual must submit a Notification of Intent to Use an Exhibitor Appointed Contractor Form located in the online Exhibitor Resource Center. The Exhibitor appointed photographer/videographer must provide DIA with proof of adequate insurance as part of the EAC notification and comply

#### Policies and Procedures for Exhibiting Companies at the DIA 2017 Annual Meeting

with the meeting facility's policies and procedures for Exhibitor Appointed Contractors.

All Exhibitor Appointed Contractors working on show days must have official meeting badges. Exhibitors are responsible for making sure all contractors are badged appropriately and are responsible for all associated costs.

## Food and Beverage

All food and beverage must be purchased or coordinated through the official catering service, SAVOR, with the exception of individually wrapped candies.

Alcoholic beverages are permitted to be served and consumed in the exhibit booth providing this is in accordance with conference facility rules.

Permission must be received from DIA in advance of a show if unopened bottles of alcoholic beverages are given to attendees as gifts.

No popcorn machines are permitted.

#### **Providing Prizes and Giveaways**

Exhibit booth giveaway items are permitted but should be modest in value and appropriate for a professional meeting. Items that are of educational value to the audience are preferred. Upon request from an Exhibitor, DIA will review proposed giveaway items in advance of the meeting to ensure they are acceptable. Giveaways must be available to all registered attendees immediately upon request.

DIA may withhold or withdraw permission to distribute gifts, souvenirs, advertising or other materials, which at its sole discretion, are considered objectionable or inappropriate.

Exhibit booth raffles are permitted; however, we request that the value of raffle prizes does not exceed \$1,000. It is the responsibility of the Exhibitor to notify the raffle winners of their prize and to either provide the prize onsite or arrange for shipping to the winner. DIA will not utilize the public announcement system to make Exhibitor announcements.

# Attendee Data and Lead Retrieval

DIA respects the privacy all of its customers. DIA does not sell, rent, publish, or otherwise share contact information for its attendees, speakers, or exhibitors. Attendee lists will be available upon request once the DIA 2017 Annual Meeting has been made live on the DIA Global App in early May. Attendee lists do not include contact information.

We strongly encourage Exhibitors to use the recommended lead retrieval service, Experient. Attendee, speaker, and exhibitor badges include a QR Code that links to the registrant's record. The QR Code itself does not include any contact data, but is used by Experient to access stored contact information. Lead retrieval devices and apps are permitted to be used outside the Exhibit Hall, but not within DIA sessions or meeting room corridors. Permission must be granted from the attendee, speaker, or exhibitor prior to scanning their badge. Equipment that scans attendee information without their approval is strictly prohibited.

## **Exhibitor Sponsored Special Events and Hospitality Functions**

Hospitality functions at DIA meetings provide a forum for networking with clients and prospects in a setting that is unique to the host. The term "hospitality" encompasses every type of function including a large party, a VIP suite for exhibiting company's executives, a small private breakfast, luncheon, reception, or an off-site event.

DIA reserves all function space at the designated convention center and all contracted room block hotels. Confirmed Exhibitors may request through the use of the Event & Meeting Space Application Form the release of function space at contracted hotels. Function space at the convention center is not available.

An Event & Meeting Space Application Form must be completed and approved in order to obtain function space or VIP suite. DIA reserves the right to close any hospitality suite, meeting room, or public room or decline to make rooms or suites available at future DIA conferences if an organization does not comply with these guidelines.

## Indemnification

The Exhibitor shall indemnify and hold harmless DIA, SPARGO, Inc., Freeman, the meeting facility, and their respective officers, directors, members, volunteers, contractors, agents, and employees ("DIA Indemnities") from and against any and all liabilities, damages, actions, losses, claims and expenses (including attorneys' fees and costs) resulting from negligent or willful acts or omissions, or breach of the Application and Contract for Exhibit Space resulting from participation in the Event by Exhibitor, its employees, agents, or contractors. Such indemnification includes, but is not limited to, actions or claims for personal injury, death, damage to or loss of property, product liability, unfair competition, defamation, antitrust, and copyright, trademark, or patent infringement.

#### **Exhibitor Insurance**

Exhibitor shall, at its sole cost and expense, procure and maintain through the term of each contract, comprehensive general liability insurance against any claims for bodily injury or death and property damage in connection with the Event. Such insurance shall include contractual liability and product liability coverage, with combined single limits of liability of not less than \$1,000,000 per occurrence/\$2,000,000 aggregate coverage. Such insurance shall name DIA, SPARGO, Inc., McCormick Place, and Freeman as additional insureds. 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 Exhibit Hall. Proof of such insurance, including a Certificate of Insurance, shall be provided to DIA, or its agent or representative within 30 days of acceptance of Exhibitor's application.

The standard form of proof of insurance is the ACORD Certificate of Liability Insurance. In such cases as the exhibiting company name differs from the name on the certificate, please provide the name of the exhibiting company in order for accurate accounting of insurance. This form must be sent into the DIA exhibit department at least one month or earlier before the exhibition begins. Any Exhibitor planning to use a contractor other than the one designated by DIA to supervise the set up and dismantling of their exhibit must notify the DIA exhibit department in writing one month before the exhibition occurs. The EAC (Exhibitor Appointed Contractor) must submit an original and valid certificate of insurance to DIA and must cover the time period from move-in through move-out.

Companies from outside the US and Canada may provide a written statement of their insurance coverage from their insurance broker. Companies that are self-insured or government agencies may provide a written statement of their self-insured status.

#### Security

Exhibitors are responsible for security of their exhibit and its contents. Security personnel contracted directly by DIA are intended primarily for crowd control and credentials verification. Exhibitors are encouraged to budget and make security arrangements for sensitive or valuable items. DIA is not responsible for the security of Exhibitors' property. Protection, both security and insurance coverage, of Exhibitors' property is the sole responsibility of the Exhibitor.

#### **Cancellations and Refunds**

Exhibitors have the right to cancel their space reservations at any time by written notice to DIA. A non-refundable cancellation or downsizing penalty will be withheld from the amount refunded to cover administrative costs. Cancellation and downsizing penalties shall be assessed for all cancellations and reductions in booth space reservations. Cancellation/downsizing penalties are outlined on the Application and Contract for Exhibit Space. Refunds will be issued based on the total amount of exhibit space reserved or retained, the total amount paid, and the date the notice of cancellation is received. Exhibitors are responsible for canceling their own hotel and airline reservations. DIA retains the right to resell any exhibit space cancelled by the Exhibitor without any payment to the Exhibitor. The use of any complimentary Exhibitor registration badges is forfeited upon cancellation of space.

## **DIA's Inability to Fulfill Obligation**

Should fire, hurricane, earthquake, flood, strikes, civil disturbance, Acts of God, political or social boycott, or any other circumstances beyond the control of DIA or the McCormick Place make it illegal, impossible, commercially impractical, or inadvisable to hold the show at the scheduled time, DIA may postpone or cancel its show and DIA shall retain such part of the Exhibitor's exhibit fees as shall be required to compensate DIA for reasonable expenses incurred up to the time of such postponement or cancellation. All remaining exhibit fees shall be refunded. If an event is cancelled, DIA is not responsible for any airfare, hotel or other costs incurred by Exhibitors. In no event shall DIA be liable for indirect, special, or consequential damages.

#### **Amendment of Rules**

DIA reserves the right to make changes, amendments, and additions to the terms and conditions, the Exhibitor Policies and Procedures, or other show requirements or rules at any time, and all changes, amendments, and additions so made shall be binding on the Exhibitor with the provision that all Exhibitors will be advised in writing of any such changes. Any matters not specifically covered are subject to the discretion of DIA.