

AAOS CME PROGRAM EXHIBIT RULES AND REGULATIONS

The American Academy of Orthopaedic Surgeons (AAOS) has established the AAOS CME Program Exhibit Rules and Regulations (AAOS Rules) which govern the industry exhibits during AAOS Continuing Medical Education (CME) programs. Exhibiting companies, commercial supporters, their agents and employees (Exhibitors) are subject to all reasonable rules and regulations prescribed by AAOS and/or the event facility regarding the use and occupancy of the exhibition area. In addition, the Exhibitor shall comply with all applicable federal, state and local statutes, ordinances, rules and regulations.

The AAOS Rules are part of the application for exhibit space and consequently constitute part of the agreement between the Exhibitor and AAOS. AAOS reserves the right to interpret and make final decisions regarding all rules and regulations.

Please review the AAOS Rules carefully, as they have been developed to provide an equal opportunity for all participating Exhibitors. AAOS reserves the right to change or modify the AAOS Rules at any time.

1. EXHIBIT OPTIONS

One of the following exhibit space options will be available for companies exhibiting at AAOS CME courses, depending on the venue:

- One 6' x 6' space, including:
 - one 6' x 30" table
 - two chairs
 - two complimentary representative badges
- One 8' x 30" space, including:
 - one 6' x 30" table
 - 2' on the side of table for a chair and/or popup banner graphic
 - an electrical outlet if ordered (OLC courses only)
 - two complimentary representative badges

Specific offerings for each course are based on the venue, and will be listed on each course's registration form.

Both options include planned meals, breaks and the welcome reception (if included in CME course) for exhibitor representatives. A registrant list in electronic format will be

provided 10 days prior to the CME course. AAOS will not disclose registrants' email or phone information. The electronic syllabus will be available a week prior to the CME course.

2. ELIGIBILITY TO APPLY

Products and services to be exhibited must be related to the practice of orthopaedics. AAOS reserves the right to refuse exhibit space to any company that has failed to fulfill its financial obligations to AAOS, and/or whose products or services in the judgment of AAOS, do not meet the educational, scientific or practice needs of our Fellows and members.

To apply for an exhibit space, exhibitors must submit the online registration form. Registration will be confirmed upon receipt of full payment of the exhibit fee.

3. PAYMENT

Full payment of the exhibit space fee is required at the time of application submission and may be made by credit card.

If unable to pay by credit card, submit the online application for exhibit space and mail a copy of the registration confirmation with a check payable to AAOS to:

AAOS Courses
9400 W. Higgins Road
Rosemont, IL 60018

Applications received without payment will not be processed and exhibit space will not be assigned until full payment is received.

4. EXHIBIT CONFIRMATION

Upon receipt of the exhibit space application and payment of the exhibit space fee, AAOS will issue written acknowledgment of registration and a receipt for the payment made.

Exhibit space is assigned on a first-come, first-served basis. The Exhibitor will receive written confirmation of their exhibit along with information to assist in planning for the event 8 weeks prior to the CME program.

5. CANCELLATION POLICY

Once registration is confirmed, all exhibits are subject to a \$100 cancellation fee. No refund will be given for cancellations made 60 days or less from the date of the CME

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course. Cancellations must be made in writing to cmecourses@aaos.org.

6. SUBLETTING OF SPACE

Exhibitors may not assign, sublet, transfer, or share the space allotted with another company. Sharing of exhibit space is permitted only for divisions of the same company.

7. EXHIBIT DISPLAY GUIDELINES

Exhibits may not exceed 4' high from the top of the table(s) and may not obstruct the view of or interfere with traffic to the exhibits of other companies. Retractable standing banners may be used.

Exhibitor's tablecloths can be used on exhibit tables to cover the table or to cover the exhibit during off hours. Exhibitors wishing to display a company sign can do so as long as it remains in the allotted exhibit space.

Exhibits must not extend beyond the space allotted. All aisles and exits must be kept clear and free of obstruction. Any items found outside the allotted space will be removed.

Exhibit areas are required to be neat and orderly at all times. Cleaning of the exhibit area and cleaning and removal of any adhesive materials are at the Exhibitor's expense. No items may be attached to the walls or ceiling.

8. ONSITE REPRESENTATIVES

Two Exhibitor representatives are able to be registered for exhibitor badges complimentary with a confirmed exhibit space.

Additional badges may be available for \$500 per badge. A maximum of 4 or 5 Exhibitor representatives are allowed depending on the venue and space availability.

All participants affiliated with exhibits must be registered as Exhibitors. Each person will be issued an Exhibitor's badge and must be employed by or have a direct business affiliation with the Exhibitor.

9. EXHIBITOR CONDUCT

All interviews, demonstrations and the distribution of literature must be made within the Exhibitor's assigned space. Canvassing or distributing advertising materials outside the assigned exhibit space will not be permitted.

The expected attire for representatives staffing an exhibit is business casual.

Representatives may not remove items from another Exhibitor's space. Photography and videotaping of another Exhibitor's space is strictly prohibited.

10. EXHIBIT SALES ACTIVITIES

Sales and order taking are permitted if transactions are conducted in a manner consistent with the professional nature of the meeting. The Exhibitor is responsible for permits and paying sales tax, if applicable. AAOS reserves the right to restrict sales activities that are deemed inappropriate or unprofessional.

AAOS may withhold or withdraw permission to distribute souvenirs, advertisements or other material. Brochures advertising non-AAOS sponsored meetings, CME programs or other events may not be displayed or distributed.

All requests to distribute novelty gifts or souvenirs must be submitted to AAOS for review and approval. Requests should be sent no later than two weeks before the CME program to cmecourses@aaos.org.

Exhibits must be staffed at all times when the exhibit area is open to course registrants.

11. FDA DISCLOSURE

Exhibitors displaying a device that is not cleared by the Food and Drug Administration (FDA) for a particular use in humans or that is not commercially available in the United States may exhibit only when accompanied by the appropriate signage

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indicating the device's FDA status. The Exhibitor must prominently display the following signs, as appropriate:

- This device is not cleared by the FDA for distribution in the United States.
- This device is intended to be used in the United States as described on the product's label.

The sign(s) must be readily visible and placed near the device and on any graphics or other materials depicting the device. In addition, the Exhibitor must have a letter from the FDA describing the allowable use status of the product(s). Signage must be approved by the Academy. Exhibitors are cautioned to know and understand the current FDA policy on the promotion of cleared devices for unapproved uses.

12. LOGISTICS

Exhibitors are responsible for the cost of shipping, audio-visual equipment rental, and other material arrangements. Specific information regarding set-up and tear-down of an exhibit will be included in the exhibit confirmation letter.

13. SECURITY

The safekeeping of the Exhibitor's property shall remain the responsibility of the Exhibitor. AAOS will not assume responsibility for any of the Exhibitor's lost or stolen items.

14. NO ENDORSEMENT

The presence of an Exhibitor's products in an educational exhibit area or use in the surgical skills component of a CME program shall not be construed as an endorsement of the product or the Exhibitor by AAOS. No Exhibitor will have exclusivity in the surgical skills component of the CME program.

15. VIOLATION OF AAOS RULES

In addition to any other actions allowed by law, Exhibitor understands that violating the AAOS Rules may result in Exhibitor being barred from the current CME program and the possible loss of opportunity for exhibiting at future CME programs.

16. SELECTION OF PRESENTERS

The design, presentation and selection of speakers for the CME program is the sole responsibility of AAOS. In accordance with AAOS policies, AAOS will ensure that the CME program is objective, balanced and scientifically rigorous. To the extent possible, AAOS provides meaningful opportunities for scientific debate or questioning during the CME program. AAOS is responsible for the content, quality and scientific integrity of its CME program.

Exhibitors shall have no role in determining the content of and the participants in the CME program. Company shall not participate in "scripting" or emphasizing and directing the content in AAOS's CME program.

17. DISCLOSURE OF FINANCIAL RELATIONSHIPS

In accordance with its policies, AAOS will ensure a meaningful disclosure of conflicts of interest by faculty and staff to the audience, prior to or at the time of the CME program. The disclosure will include:

- A. Support provided by any commercial supporter; and
- B. Any "significant relationship" between AAOS and an organization providing commercial support or between the individual speakers and moderators and an organization providing commercial support.

AAOS may acknowledge support from organizations as deemed appropriate, but will not reference specific products of the organizations.

18. INDEMNIFICATION

Exhibitor agrees to indemnify, defend, and hold harmless AAOS, its employees, directors, agents, representatives and any affiliated organizations against any and all claims, judgments, fees, demands, settlements and expenses (including reasonable attorneys' fees) that are the result of Exhibitor's (or its agents), willful misconduct, negligence, or breach of duties described in the AAOS Rules.