



ASGCT 26th Annual Meeting Exhibitor Terms and Conditions

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Introduction:

ASGCT is driven to provide the highest quality Annual Meeting possible. The term “Show Management” used herein and in subsequent regulations shall mean the American Society of Gene and Cell Therapy (ASGCT), its vendors or employees acting for it, and the management of the Exhibit Hall.

In order to validate an Exhibitor Application, the individual executing this Exhibitor Agreement warrants that he/she/they has the authority to bind contractually the organization applying for selected exhibit booth. In order to validate an Exhibitor Application, the individual executing this Exhibitor Agreement agrees to all the terms and conditions stated herein.

It is the responsibility of the exhibiting company to ensure that exhibit booth staff are made aware and adhere to all terms and conditions.

Show Management has full power to add, interpret, amend, and enforce these terms and conditions, provided exhibitors receive notice of any amendments made. The exhibitor agrees to abide by foregoing terms and conditions and any new amendments.

Questions regarding the exhibitor terms and conditions can be addressed to exhibits@asgct.org.

Restriction of Exhibits:

ASGCT reserves the right to: (a) reject for any reason, without explanation, any exhibit application submitted for the ASGCT Annual Meeting; (b) reject, prohibit, restrict, or otherwise require modification of any exhibit for any reason; and (c) evict or bar any exhibitor whose exhibit, materials, or conduct is objectionable to show management for any reason. Violation of any regulations on the part of the exhibitor, its employees or agents shall void the right to occupy space, and such exhibitor will forfeit to ASGCT all monies which may have been paid. Upon evidence of violation, management may re-enter and take possession of the space occupied by the exhibitor and may remove all persons and goods at the exhibitor's risk. The exhibitor shall pay all expenses and damages which management may incur thereby.

Priority Points System:

ASGCT established a new priority points system for the 2023 Annual Meeting, to grant top exhibitors earlier access to the upcoming Annual Meeting's Exhibit Hall floor plan.

Priority points standings are calculated based on exhibiting companies' immediate prior year of participation at the most recent ASGCT Annual Meeting. A company must have been a confirmed exhibitor at the 2022 Annual Meeting in Washington, D.C. to participate in the 2023 Priority Points System and is subject to the point calculations below. 2022 participating exhibitors have been notified via email of their floor plan access prior to the 2023 floor plan being released to the public.

2023 Priority Point System Timeline:

Priority points for the 2023 ASGCT Annual Meeting in Los Angeles, CA will be earned from the launch of the 2023 exhibitor application in Fall 2022 through March 14, 2023. Points earned after March 15, 2023, will be included in the following year (2024).

Point Earning System:

- Every exhibitor will receive 1 point for every 100 square feet of in-person booth space
- Island booth exhibitors receive an added half-point overall
- One half-point per \$5,000 spent on a la carte sponsorship items
- One half-point per \$10,000 spent on advertising items

Violations:

Failure to adhere to the ASGCT terms and conditions will result in immediate loss of priority points. Violations will result in the following penalties:

- 25% of total points - downsizing the size of original contracted booth
- 25% of total points - cancelling exhibitor meeting room rental
- 50% of total points – exhibitor terms and conditions violations
- ALL POINTS – failure to occupy exhibit booth space/no show
- ALL POINTS - for tear down of booth before official closing hours
- ALL POINTS - cancelling contracted exhibit hall booth space

Mergers and Acquisitions:

Priority points will be calculated based on the official company name listed in the exhibitor contract. If a company has since merged, has been purchased or acquired by another company, the resulting company will receive the points earned by the company that had the highest points total; company

totals cannot be combined. It is the responsibility of the company to submit in writing the merger/acquisition requests to exhibits@asgct.org prior to March 15, 2023.

Companies that belong to a parent company with other divisions participating at the ASGCT Annual Meeting cannot reserve an in-person exhibit space under the parent company's points.

Exhibitor Space and Benefits:

Exhibit booth space only includes the specific items on page seven of the Exhibitor Prospectus.

Deposits, Payment Terms, Cancellation and Space Reductions:

An exhibit booth is not *guaranteed* until the application is confirmed and full payment is received. Show Management will confirm your selections within 3-5 business days after the application is submitted and reviewed.

Deposits:

50% deposit of selected booth space is required to be paid by credit card in order to submit exhibitor application on or before January 31, 2023. 100% of selected booth space fees are required to be paid by credit card in order to submit exhibitor application on or after February 1, 2023.

Payments Terms:

Exhibitor must pay the total balance by the date stated on the invoice. Full payments for all Annual Meeting support items, including exhibit booth space, must be received by March 1, 2023. If outstanding balances are not received by this date, ASGCT reserves the right to cancel the items or exhibitor's booth space without terminating the exhibitor's obligation to pay, in accordance with the cancellation and space reduction terms below.

Cancellation and Space Reductions:

Booth fees are not transferable. Cancellation and downsizing of exhibit booth space for any reason is subject to the refund schedule below and loss of priority points (see Priority Points System section). Notification of cancellation or downsizing must be made in writing and will be accepted via email at exhibits@asgct.org.

- 50% of the total exhibit booth fee will be refunded if written notification is received and accepted by January 31, 2023.
- No exhibit booth refunds will be given for cancellations made after January 31, 2023. Any outstanding balances are still due as described on the invoice.

A non-refundable \$250 administrative fee will be added to all approved space reduction requests. Exhibitors who change the size of their exhibit space are not guaranteed the original assigned location and may be subject to relocation by ASGCT.

In the event of cancellation of the ASGCT Annual Meeting as a result of acts of God, war, terrorism, disaster, pandemic, governmental regulations, power or internet outages, strikes, or other causes that would prevent its scheduled opening or continuance, this agreement will be terminated immediately. The Exhibitor hereby waives all claims against the ASGCT for damages, reimbursement, refund, or

compensation. ASGCT shall not be financially liable in the event the show is interrupted, cancelled, moved, or rescheduled.

Health and Safety:

Exhibitors must adhere to all health and safety requirements set forth by ASGCT. Please reference the ASGCT Health & Safety Page for more details.

Exhibitor Timeline:

The exhibitor timeline is provided below and is subject to change. Exhibitors must adhere to hard deadlines in the Exhibit Hall move-in and move-out schedule. All times are listed in Pacific Time Zone (Los Angeles, CA).

Exhibit Hall Hours:

Tuesday, May 16 from 5:30 PM – 7 PM

Wednesday, May 17 from 9:45 AM – 7 PM

Thursday, May 18 from 9:45 AM – 7 PM

Friday, May 19 from 9:45 AM – 7 PM

Move-in Hours:

Monday, May 15 from 10 AM – 4:30 PM

Tuesday, May 16 from 8 AM – 3:45 PM

All exhibit booths must be fully set up by 3:45 pm on Tuesday, May 16.

Booths must be clean ahead of the Exhibit Hall opening each day. ASGCT can order cleaning if needed at the exhibitor's expense.

Move-out Hours:

Friday, May 19 from 7 PM – 11 PM

Saturday, May 20 from 8 AM – 2 PM

Packing of equipment, literature or dismantling of exhibits is strictly prohibited before 7 PM on Friday, May 19. Noncomplying exhibitors will be subject to full loss of priority points for tear down of booth before official closing hours.

Failure to Occupy Exhibit Space:

Any exhibit booth space not occupied by 2:45 PM Pacific Time Zone on Tuesday, May 16 will be forfeited by the exhibitor. ASGCT has the right to reassign or use the space without granting the exhibitor a refund. Exhibiting companies that fail to occupy the contracted exhibit space will be charged for the expenses incurred by ASGCT to cover the space with carpet and convert it to a usable area, based on the size of the area. Any exhibitor who anticipates a delay in setting up must notify ASGCT immediately to exhibits@asgct.org.

Subletting and Sharing of Exhibit Space:

Subletting, assignment, or apportionment of the whole or any part of an exhibit booth is prohibited. No exhibitors may permit any other party to exhibit in their space and/or advertise, solicit, link to, or display any goods other than those manufactured or handled by the contracting exhibitor. Only one company name and corresponding brand is permitted per contracted exhibit booth space. Only exhibitors approved by ASGCT whose name appears on the Exhibitor Application may be listed on the exhibitor directory and on in-person booth ID signs.

Exhibit Hall Floor Plan Revisions:

Show Management has the right to revise the exhibit hall floor plan and relocate assigned exhibitors at its discretion. All actions by ASGCT regarding relocated space will be communicated to the primary exhibit contact.

Booth Construction and Dismantling:

All exhibit booth space is sold as unfurnished, and electricity is not included. Every exhibit space should allow for the visibility of other spaces to ensure that every exhibitor has reasonable site lines to the aisle. Show Management has the right to restrict exhibits that are objectionable for any reason, and to remove any display that detracts from the general character of the exhibits. All exhibitors must conform to the [Guidelines for Display Rules and Regulations](#) set by the International Association of Exhibits and Events (IAEE).

Exhibitor Service Kit:

The Exhibitor Service Kit includes forms from the official decorator, Heritage Exposition Services, and other vendors to order lead retrieval devices, internet, A/V, furnishings, electricity, food and beverage, and more. The Exhibitor Service Kit will be distributed to confirmed exhibitors starting in December 2022. Exhibitors must adhere to the guidelines, rules, and regulations set in the Exhibitor Service Kit.

Inline Booth (Linear 10'x10' booths, including corner booths):

Exhibitors may reserve up to three adjacent in-line booths. Non-island booths include an 8ft high drape, 3ft high side dividers, and a 7"x44" one-line identification sign. Any pipe and drape color customization, other than the standard color provided by ASGCT, within a contracted exhibit space can be made at the expense of the exhibitor in the Exhibitor Service Kit. Corner booths will not have the outside 3ft high side divider installed.

Display materials should be arranged in such a manner to not obstruct sight lines of neighboring exhibitors. The maximum height of 8ft is allowed only in the rear half of the booth space, with a 4ft height restriction imposed on all materials in the remaining space forward to the aisle. When three linear 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 of an adjoining booth.

Any wing panels extending from the back wall of an exhibit display must be draped to avoid raw exposure to a neighboring booth. If the exhibitor does not comply, ASGCT will instruct Heritage Exposition Services to drape the area at the exhibitor's expense.

No part of any equipment, or signs relating thereto, shall be posted, nailed, or otherwise attached to columns, walls, floors, or other parts of the building or its furniture. Damage arising from failure to observe these terms shall be payable by the exhibitor.

End-cap Booths:

End-cap booths are not permitted at ASGCT Annual Meetings. End-cap booths are defined as a 10'x20' exhibit booth exposed to aisles on three sides.

Island Booths (20'x20' or larger):

Island booths must be constructed to allow access from all sides and have sufficient see-through areas to not block the view of adjacent exhibits. The tallest ground level structure cannot exceed 16ft from the exhibit hall floor and cannot block visibility from ASGCT's signs. Multi-level exhibits are not permitted. Exhibitors with an island booth are required to submit a digital rendering and architectural plans to Show Management at exhibits@asgct.org by Friday, March 31, 2023. Any changes made after initial submission must be re-submitted to ASGCT no later than Friday, May 5, 2023. ASGCT has the right to request changes at the exhibitor's expense if it doesn't meet the standards stated herein and the [Guidelines for Display Rules and Regulations](#) set by the International Association of Exhibits and Events (IAEE).

No part of any equipment, or signs relating thereto, shall be posted, nailed, or otherwise attached to columns, walls, floors, or other parts of the building or its furniture. Damage arising from failure to observe these terms shall be payable by the exhibitor.

Hanging Signs:

Hanging signs are only permitted for island booths. The top of the hanging sign must not extend more than 20ft from the exhibit hall floor and cannot block visibility from ASGCT's signs. Hanging signs must be suspended directly over the island booth and cannot reach over the aisles. Rigging costs are the responsibility of the exhibitor. Exhibitors that plan to use a hanging sign must submit a digital rendering and architectural plans to Show Management at exhibits@asgct.org by Friday, March 31, 2023.

Exhibit Booth Carpet:

ASGCT will carpet all visible aisle space within the Exhibit Hall. All exhibit booth spaces in the Exhibit Hall must be carpeted or covered with appropriate flooring (bare floors are not permitted). Flooring must be purchased by the exhibiting company at their own expense. A carpet order form will be included in the Exhibitor Service Kit. If an exhibitor's floor space is not covered on the day prior to the Exhibit Hall opening, ASGCT will instruct Heritage Exposition Services to carpet the exhibit booth at the expense of the noncomplying exhibitor.

Lighting:

No lighting, fixtures, lighting trusses, or overhead lighting are allowed outside the boundaries of the exhibiting companies' contacted exhibit space. Exhibitors intending to use hanging light systems should submit digital rendering and architectural plans to Show Management at exhibits@asgct.org by Friday, March 31, 2023. Any pop-up displays with back-lit LED lighting must have a solid back wall to prevent any back lighting from spreading into adjoining exhibitor's booth or main aisle. If any light from one exhibit booth display spreads to another exhibit booth or main aisle, additional pipe and drape will be required at the exhibitor's expense. Lighting that is potentially harmful, such as lasers, ultraviolet lights, flashing or strobe lights, are prohibited from the Exhibit Hall.

Electrical:

All electrical installations must conform to the Los Angeles Convention Center's rules and regulations and to all codes (local, state, and national). An electrical order form will be included in the Exhibitor Service Kit.

Sound:

Exhibitors are allowed to use sound equipment if noise levels do not disrupt the activities of neighboring exhibitors. Sound and noise should not exceed 85 decibels when measured from the aisle immediately in front of a booth. Electrical or other mechanical apparatus must be muffled so noise does not interfere with other exhibitors. Show Management has the right to request adjustment of sound levels for those violating noise regulations.

Helium-Filled Balloons:

The use of helium-filled balloons and similar lighter-than-air objects are prohibited in the Exhibit Hall and at the Los Angeles Convention Center.

Wi-Fi:

Complimentary Wi-Fi will be provided to meeting attendees throughout the Los Angeles Convention Center, including the Exhibit Hall. Exhibitors are not required, but are encouraged, to purchase additional internet offerings for an independent connection. An internet order form will be included in the Exhibitor Service Kit.

Exhibitor-Appointed Contractors (EACs)

Exhibitors that plan to use any contractor other than the official contractors listed in the Exhibitor Service Kit for any reason must submit an Exhibitor-Appointed Contractor Form for each exhibitor-appointed contractor (EAC) firm/organization. It is the exhibitor's responsibility to submit the Exhibitor-Appointed Contractor Form and valid certificate of liability Insurance as directed in the Exhibitor Service Kit. Non-official contractors will not be allowed in the Exhibit Hall. EAC employees/representatives who display any unacceptable behavior as determined by Show Management, are subject to immediate eviction from the facility and exhibit areas.

Storage:

Fire regulations prohibit the storing of products, literature, empty packing containers, or packing materials behind an exhibit booth/drape. Exhibitors may store a limited supply of literature or products appropriately within the booth area, if these items do not impede access to utility services, create a safety problem, or look unsightly.

Dismantling:

The Exhibit Hall officially closes on Friday, May 19 at 7 PM Pacific Time Zone. All booths must be staffed until that time. Packing of equipment, literature or dismantling of exhibits is strictly prohibited before 7 PM on Friday, May 19. Noncomplying exhibitors will be subject to full loss of priority points for tear down of booth before official closing hours. Any property not boxed and correctly labeled for shipping in the Exhibit Hall after the official move-out hours end at 2 PM on Saturday, May 20, will be disposed of, and Show Management is not liable for any disposed of property. Times are subject to change.

No Retail Sales on Show Floor:

No retail sales are to be conducted in the Exhibit Hall or at the Los Angeles Convention Center. The ASGCT Annual Meeting is held strictly as a means of product and/or services exhibiting and display. Exhibitors must not complete sales by receiving payment or delivering their products in the hall. Violation of this rule may result the exhibitor's exhibit space and/or meeting space being repossessed by Show Management. Orders may be taken for future delivery only.

Promotional Activities:

The exhibitor agrees that canvassing or distributing advertising materials outside the exhibitor's own booth is not permitted. Signs, banners, posters, or flyers advertising a booth may not be posted or displayed at any location inside the convention center other than the exhibitor's booth. Advertisements and promotional materials may not be displayed or distributed in the educational space at any time.

ASGCT Logo:

The ASGCT logo is the property of ASGCT and may not be used without permission from Show Management. In early 2023, ASGCT will distribute a Supporter Marketing Resource Kit to confirmed exhibitors sharing the event logos and suggested marketing tips.

Exhibit Booth Demonstrations:

Exhibitors should conduct product demonstrations in a manner which assures all exhibitor personnel and attendees are within the contracted exhibit space and are not spreading to the aisle or to neighboring exhibits. In the case that an exhibit booth demonstration affects normal aisle traffic flow or overflows into a neighboring exhibit, the presentation must end immediately. Microphones are prohibited during exhibit booth demonstrations. Requests for exhibit booth demonstrations must be submitted to ASGCT at exhibits@asgct.org by Monday, April 3, 2023.

Giveaways and Product Samples:

Giveaways and product samples approved by ASGCT may be distributed from your exhibit booth. Requests for items other than educational materials must be submitted with a rendering to ASGCT at exhibits@asgct.org by Monday, April 3, 2023. Physical mailed samples sent to the ASGCT Headquarters, Rita Krueger, 20800 Swenson Dr., Suite 300, Waukesha, WI 5318 will not be returned. Written notification will be sent upon ASGCT approval of the items.

Drawings/Prizes/Raffles, Etc:

Exhibitor led prize contests, awards, drawings, raffles, spin wheels, lotteries, or games of chance of any kind held at any time or place within the ASGCT Annual Meeting are not permitted. Attendees may not be registered for drawings, raffles, or lotteries, which might be conducted after the Annual Meeting. Gaming devices of any description are not allowed in the Exhibit Hall.

Fundraisers:

Fundraisers, auctions, or similar activities held by exhibitors that involve donations are not permitted.

Food and Beverage:

Food and beverage services are permitted inside an exhibitor's booth at the expense of the exhibitor. All food service must be coordinated through the Los Angeles Convention Center's caterer. A catering menu

order form will be included in the Exhibitor Service Kit. Food preparation and cooking are prohibited in the Exhibit Hall. Exhibitors intending to offer food and beverage must inform Show Management at exhibits@asgct.org by Friday, March 31, 2023.

To maintain a clean Exhibit Hall, exhibitors who will be providing food and beverage in their booth must order porter service through the Exhibitor Service Kit. Porter service includes sweeping of the exhibit booth space floor and emptying of waste baskets. If porter service has not been ordered, ASGCT will arrange service for the exhibitor at the exhibitor's expense.

Photography/Recording Policy:

ASGCT will provide an official photographer/videographer in the Exhibitor Service Kit. Exhibiting companies must obtain written approval from ASGCT to photograph, videotape, and/or audiotape in the Exhibit Hall during exposition hours. Exhibitors who receive approval will only be permitted to photograph, videotape, and/or audiotape in their contracted exhibit space during exposition hours and must not disrupt exhibition activities. Exhibitors may not capture other exhibits and/or attendees. Requests may be submitted to exhibits@asgct.org by April 3, 2023.

Lead Generation and Attendee Data:

While ASGCT will proactively promote the Exhibit Hall in promotional materials and direct communications to attendees, ASGCT cannot guarantee the success of your participation and lead generation.

Exhibitors must comply with all applicable laws and regulations regarding collecting, storing, sharing, and use of personal information made by meeting attendees. Exhibitors must make it clear to attendees visiting their booth that any badges scanned, or business cards received, will be collected, stored, and shared, as applicable.

A lead retrieval scanner order form will be included in the Exhibitor Service Kit.

Access to the Exhibit Hall:

Exhibitors must always wear the official ASGCT badge inside the Exhibit Hall and at the Los Angeles Convention Center. All badges are nontransferable and are the sole property of ASGCT. ASGCT reserves the right to revoke any badge at any time. Access to the Exhibit Hall during move-in and move-out times are restricted to the published hours.

Only the official ASGCT Annual Meeting lanyard can be worn during the live event. No exhibitor company branded lanyards or company branded items attached to the ASGCT lanyard or exhibitor badges are allowed. Only ASGCT provided pins, ribbons, and decals may be attached to delegate and exhibitor badges.

Conduct:

The exhibitor agrees and understands that ASGCT is committed to providing a discrimination, harassment, and retaliation-free environment for all participants in Society events. All exhibitors, attendees, participants, vendors, EAC's must conduct themselves in a respectful and professional

manner throughout the event and adhere to the ASGCT Discrimination & Harassment Policy as posted on www.asgct.org.

Insurance and Liability:

Show Management shall have no liability for its failure or inability to comply with the exhibitor's requests, and the exhibitor shall have no right to cancel the Exhibitor Agreement because of Show Management's failure to comply with the exhibitor's requests.

Hold Harmless Clause:

The exhibitor assumes the entire responsibility and liability for losses, damages and claims arising out of injury or damage to the exhibitor's displays, equipment and other property brought upon the premises of the exhibit facility and shall indemnify and hold harmless the American Society of Gene & Cell Therapy, Los Angeles Convention Center, Heritage Exposition Services, Show Gear Productions and each of their employees and agents from any and all such losses, damages and claims. In addition, the exhibitor acknowledges that it is the sole responsibility of the exhibitor to obtain business interruption and property damage insurance covering such losses by the exhibitor.

Exhibitor shall be fully responsible to pay for any and all damages to property owned by Los Angeles Convention Center, its owners or managers which result from any act or omission of exhibitor. Exhibitor agrees to defend, indemnify and hold harmless, Los Angeles Convention Center, its owners, managers, officers or directors, agents, employees, subsidiaries and affiliates, from any damages or charges resulting from exhibitor's use of the property. Exhibitor's liability shall include all losses, costs, damages, or expenses arising from, out of, or by reason of any accident or bodily injury or other occurrences to any person or persons, including the exhibitor, its agents, employees, and business invitees which arise from or out of the exhibitor's occupancy and use of the exhibition premises, the convention center or any part thereof.

ASGCT Show Management shall not be responsible for delays, claims, demands, damages, losses, increased costs, liabilities, changes, actions, expenses or otherwise conditions arising by virtue of any cause not within the control of Show Management.

The Exhibitor at its own expense shall provide General Liability Insurance in an amount not less than \$1,000,000 USD, as deemed necessary to comply with the obligations contained herein, and for exhibitors' own protection during the meeting and transit. Proof of adequate insurance shall be provided to ASGCT Show Management upon request. This insurance should recognize the American Society of Gene & Cell Therapy as an additional insured.

Security:

ASGCT will provide 24-hour general security for the perimeter of the Exhibit Hall (not booths). This includes general security during move-in, exposition hours, and move-out. Show Management and the Los Angeles Convention Center shall not be liable for any of the exhibitors' property. Recommended security tips:

- Have booth staff available when your freight is being delivered
- Do not leave personal items (laptops, cell phones, etc.) unattended or in your exhibit booth space overnight

- At the end of each day, remove any collected business cards and lead retrieval scanning devices
- Label your boxes correctly during move-out and stay with your freight until it is loaded

Americans With Disabilities Act:

All exhibiting companies are required to follow the Americans with Disabilities Act (ADA), and are encouraged to be as accommodating as possible, to attendees with disabilities.

Privacy:

Exhibitor and Attendee List:

ASGCT does not sell its exhibitor or attendee lists. ASGCT does not authorize any third-party to sell or distribute its exhibitor or attendee lists. Any offer from any individual or third-party claiming to have access to ASGCT's exhibitor or attendee lists is illegitimate and should be ignored. Do not respond to these solicitations and please forward the communication to exhibits@asgct.org. Official vendors for the ASGCT Annual Meeting can be found [here](#).

ASGCT Photography and Video Recording:

ASGCT contracts with photographers and videographers throughout the Annual Meeting to assist in the creation of future marketing materials. By exhibiting at the 26th Annual Meeting, your image may be recorded and used in ASGCT promotional materials.