2022 WINTER CONFERENCE MEETING TERMS AND CONDITIONS

EXHIBITOR CONSOLE & SPACE RENTAL

**Contracting opens on August 16th, 2021. The AAO reserves the right to update the terms and conditions, including the event times, up until the start time of the Winter Conference.

Any company interested in exhibiting at an AAO conference should contact Holly Kiel at hkiel@aaortho.org to get set up with a new Exhibitor Console.

Exhibitor contracts must be submitted through the exhibitor console. All exhibitors must contract for their booth through the AAO Exhibitor Console with their unique login.

**All exhibitors who submit contracts agree to abide by the following terms.:

Space Rental Fees – The AAO space rental fees are based on the total square feet utilized. Space in the Exhibit Hall is rented on a square foot basis, with maximum rental being 100 square feet in a 10'x10' configuration. When appropriate, the exhibit areas are provided with an 8'-high back drape and a 3'-high side rail. Base rental fee for an in-line 10×10 booth is \$3100. Booths in a premium location will be applicable to an additional fee of \$150. These booths are identified on the floorplan. If you are interested in the opportunity to include your company logo on your profile, as well as upload a video to your company profile, you can purchase these options for an additional fee of \$199.

Deposit – A fifty percent (50%) deposit must be submitted through your exhibitor console at the time of contract beginning on August 16, 2021. If paying by check, booths will be assigned once the check is received in the AAO office. No space will be assigned without receipt of deposit.

Balance of Payment – Payment in full must be received in the AAO office no later than December 31, 2021. The AAO reserves the right to cancel any unpaid space after December 31, 2021, and resell the space without any liability or refund of deposit.

Cancellations – Exhibitors must notify the AAO Meetings Department in writing prior to December 31, 2021, to qualify for a refund of any deposit for canceled exhibit space. The date the exhibitor's written notice of cancellation is received in the AAO Meetings Department will be the official cancellation date. No refunds will be made for cancellations received after December 31, 2021. All cancellations will be assessed a minimum processing fee of \$150.

Subletting/Sharing Space – Exhibitors cannot sublet, assign, or share any portion of the assigned exhibit space to any other person or company, without the express written consent of AAO Show Management.

Eligibility for Exhibitors – The AAO will consider all exhibit contracts based on the following criteria but reserves the right to reject an application for any reason whatsoever at their sole discretion:

- 1. Manufacturers, suppliers and distributors of orthodontic products and services.
- 2. Manufacturers, suppliers and distributors of products and services that benefit orthodontics.
- 3. Manufacturers, suppliers and distributors of products and services that are considered by the AAO to

be of general interest to Annual Session attendees.

- 4. Providers of professional, financial, consulting, and miscellaneous services that are considered by the AAO to be of general interest to Annual Session attendees.
- 5. Existing AAO policies and procedures.
- 6. Only contracts from dental companies will be accepted. AAO reserves the right to refuse a contract that does not fit this description.
- 7. Only dental-related companies who do not engage in, or provide material support for or to, teledentistry services that do not, in the AAO's sole discretion, meet the necessary standards of patient care and/or safety, including but not limited to requiring sufficient supervision (both in-person and/or otherwise) by a licensed dentist and/or orthodontist, will be permitted the right to exhibit. Nonetheless, the AAO reserves its right to prohibit any exhibitor at its sole discretion, regardless of whether it meets any of the above criteria.

Rejected Contracts – In the event an exhibit contract is not accepted by the AAO, the deposit for the exhibit space will be refunded to the applicant.

EXHIBITOR SPACE ASSIGNMENT

Space Assignment Policy – The AAO reserves the right to limit the amount of square feet purchased by any single exhibitor in order to preserve the diversity of the Exhibit Hall. The AAO also has the right to limit the number of exhibitors of similar products or services. The AAO reserves the right to assign exhibitors within the Exhibit Hall according to the type of products or services exhibited.

The assignment of booth space is determined by these general criteria in the order listed:

- The date of receipt of the completed contract
- Priority Point Balance
- The nature of the company
- The products to be displayed

Relocation of Exhibits – The AAO may alter the location of any exhibit at any time, if in the best interest of the exhibition. The AAO also has the right to prohibit or remove any exhibit, or part of any exhibit, that violates policy, local ordinance, or is judged inappropriate by the AAO for any reason, in its sole discretion. Exhibitors requesting additional available space on-site will be allowed to move upon approval by the AAO Director of Meetings or Exhibits Manager. AAO staff reserves the right to deny additional space requests should the request cause undue hardship to the exhibition.

EXHIBITOR HOUSING & REGISTRATION

Registering Booth Staff – Each exhibiting company may register two (2) representatives per each 100 square feet purchased, at no charge. Registration is available through the exhibitor console.

Due to anticipated physical distancing restrictions, 2022 Exhibitors may not purchase additional name badges for booth staff. To register booth staff, exhibitors must link to the AAO's registration manager through the exhibitor console.

Name Badges – Exhibit name badges will be printed onsite. The exhibitor registration counter is located in the South Registration Desk at the Loews Royal Pacific Resort at Universal Orlando. Security personnel will be located at all entrances to the Exhibit Hall to ensure that only properly registered persons enter. Any transfer or unauthorized use of the official name badge is prohibited. Name badges may not be altered in any way. Stickers, ribbons and/or emblems, designed for the purpose of being affixed to the official Winter Conference identification badge are strictly prohibited.

Admission of Guests – Admission of exhibitor guests is strictly prohibited. Badges will not be issued to representatives of non-exhibiting companies. Exhibitors may not register orthodontists, dentists, or other individuals as exhibitors unless they are employed by or officially represent the company and will staff the exhibit. An exhibiting company that registers a representative from another company, or an orthodontist, dentist or other individual that is not an employee or official representative of the exhibiting company, will be assessed a \$2,150 fee per non-authorized registrant. This fee represents the on-site registration fee for non-members, and it must be paid prior to the end of the show on January 30, 2022.

Making Hotel Reservations – Exhibitors are expected to use the AAO official housing company, OnPeak, to secure room reservations for their employees. Hotel room blocks open on August 16, 2021. Rooms may be reserved by linking to OnPeak through the exhibitor console.

BOOTH PERSONNEL CONDUCT

Conduct – Exhibitors and their agents are expected to act at all times in a professional manner. Any disruptions or unacceptable conduct may result in ejection from the Exhibit Hall with no refund of space rental fees. Under no circumstances is it appropriate for any exhibitor to photograph or record another exhibitor's booth or products. Any exhibitor caught doing so will be permanently dismissed from the exhibit hall with no refund of their exhibit charges.

Exhibitor Staffing – It is the policy of the AAO that all exhibits be staffed throughout the official open hours of the Exhibit Hall. Exhibitors are required to open and close their exhibits according to the official exhibit hours.

Solicitations by Non-Exhibitors – Only registered AAO exhibitors are allowed in the Exhibit Hall or other programs related to the AAO Winter Conference. Violators of this policy will be promptly dismissed from the Winter Conference and will not be eligible to participate in future AAO exhibits.

Exhibit Hall Admission – Exhibitors are allowed to enter the Exhibit Hall two (2) hours before the opening and are allowed to stay one hour after the closing of the Exhibit Hall.

Messages and Paging – Paging will only be allowed for documented emergencies. Exhibitors are encouraged to make arrangements through the Exhibitor Service Kit should they require telephone service in their exhibit.

Care of Building – Any damage to the building by the exhibitor or the exhibitor's agent will be charged to the exhibitor. Walls, woodwork, and flooring must not be defaced or altered in any manner whatsoever. Tacking, taping, or nailing of signs, banners, etc., to any permanent wall, post, woodwork, or floor is prohibited. No nails may be attached in any way to the building.

Smoking Policy – The AAO has a no smoking policy for all AAO events. This includes the Exhibit Hall (including set up and tear down time), all seminars and lectures, all food and beverage functions, and all areas of the convention center.

Distribution of Printed Material – Distribution of material printed by exhibitors or its agents is limited to their contracted exhibit space. Materials and advertising may not be distributed in any other area inside or outside the hotel or within 5 miles of the hotel or the AAO's contracted hotels without prior AAO authorization.

IN-BOOTH ACTIVITIES

Prize Contests – Prize contests, giveaway contests, games of chance, raffles, and drawings are permitted with approval by the AAO in order to generate traffic to your exhibit. Requests for any type of traffic generator must be submitted in writing to the AAO Exhibits Manager at <u>hkiel@aaortho.org</u>,

Product Distribution – The following guidelines should be used in taking orders and distributing products:

- 1. Order taking may occur any time the Exhibit Hall is officially open.
- 2. Attendees may take delivery of their order in the Exhibit Hall at any time the Exhibit Hall is open.

All hotel & AAO hotel block public areas are prohibited for the distribution of product orders.

Projected Images and Lighting – Projected images and lighting must be contained within the exhibitor's contracted space.

Sound Restrictions – Sound amplification must be kept at a level that does not disturb other exhibiting companies or attendees. Audiovisual is permitted provided that screens and monitors are placed as to not cause congestion in the aisles and the sound is not excessive. The AAO reserves the right to determine at what point the sound level constitutes interference with others. Live performance of music by an exhibitor is not permitted in the Exhibit Hall. Exhibitors must obtain their own licensing agreements with the American Society of Composers, Authors and Publishers (ASCAP) and Broadcast Music, Inc. (BMI) should the exhibitor choose to play music licensed by those two organizations.

Exhibitors cannot display any product or service in the assigned exhibit space other than the product or service normally distributed in the regular course of business. Violations can result in immediate closure and removal of the exhibit from the Exhibit Hall without refund of space rental fees.

EXHIBITOR-SPONSORED EVENTS

Exhibitor-Sponsored Courses, Lectures, Study Groups, Clinics and Hospitality Events – Exhibitors and other persons are required to complete the Function Space Request form to conduct a course, lecture, study group, clinic, or other such event outside the exhibit hall within three (3) days pre/post of the AAO Winter Conference. Once the event is approved, appropriate available space will be assigned to the group, and the group will work directly with the venue assigned. Exhibitors in violation of this policy may be penalized in any manner deemed appropriate by the AAO, including having contracted space canceled without refund and removal from the Exhibit Hall without refund of space rental fees.

The AAO will allow the presentation of meetings, programs, events, and courses by individuals, organizations, or business entities in conjunction with the Annual Session if they comply with the criteria listed below.

1. Permission must be requested by the host from the AAO which shall include a description of the

event, location, proposed promotional materials and anticipated audience size and makeup. All

requests must be approved in writing by the AAO, and the AAO reserves the right to approve or disapprove any presentation or event in its sole and absolute discretion.

- 2. Orthodontic manufacturers and dental supply companies requesting permission must be exhibiting at the Winter Conference or conference related to the request.
- 3. Events must be held within forty-eight (48) hours prior to the Winter Conference scientific sessions or following the conclusion of the Winter Conference exhibition, with the exception of events sponsored and planned by entities related to the AAO, and then only with the prior approval of the Board of Trustees, in its sole and absolute discretion.
- 4. All event participants must be registered for the Winter Conference to which the event relates.
- 5. Event organizers must utilize the AAO to secure official housing and meeting space. Events must be held in official AAO Winter Conference facilities.
- Approved event sponsors will not be allowed to use the AAO logo, Winter Conference logo or refer in any way as being part of the Winter Conference, unless previously authorized under an existing written agreement with the AAO.
- 7. Upon written approval, exhibitors may arrange for Winter Conference attendees to visit/tour the exhibitor's facility. Visits/tours may only take place during the date(s) designated by that year's planning committee for Exhibitor-Sponsored Hospitality Events. Any individual representing an organization or business entity found in violation of this policy may be subject to sanctions, as determined by the AAO Board of Trustees in its sole and absolute discretion, including, but not limited to, prohibition of exhibition or making presentations (scientific or otherwise) at any AAO Winter Conference meeting.

EXHIBIT SPECIFICATIONS

General Requirements – All exhibiting companies must adhere to the following requirements for displaying or promoting products and services at AAO sponsored meetings:

- 1. All claims regarding products and services should be truthful and accurate and may cite, in footnotes, references from dental and other scientific literature provided the reference is truthful and is a fair and accurate representation of the body of literature supporting the claim(s) made.
- 2. All products and services should be relevant, effective, and useful in the practice of orthodontics and/or the dental profession unless given prior approval by the AAO.

- Comparative advertising claims for competing products and services must be substantiated adequately. Unwarranted disparagements or unfair comparisons of a competitor's products or services will not be allowed.
- 4. Guarantees may be used in product/service promotion provided the statements that are "guaranteed" are truthful and can be substantiated. However, no guarantee should be used without disclosing its conditions and limitations.
- Products and services and claims regarding such producers and services, may not be in conflict with or appear to violate AAO policy, the AAO Principles of Ethics and Code of Professional Conduct or its Bylaws.
- 6. The AAO may, in its sole and absolute discretion, prohibit any exhibitor from promoting any product or service that conflicts with this policy or is the subject of any governmental restriction or action. The AAO further reserves the right to prohibit any exhibitor from promoting or exhibiting any product or service that offers, or provides material support for or to, teledentistry or teledentistry services that do not, in the AAO's sole discretion, meet the necessary standards of patient care and/or safety, including but not limited to requiring sufficient supervision (both in-person and/or otherwise) by a licensed dentist and/or orthodontist.
- 7. Complete scientific and technical data, whether published or unpublished, concerning product safety, operation, and usefulness may be required by the AAO. This data must be acceptable to the AAO, in its sole discretion.
- 8. Companies' activities, products, and services must comply with all applicable laws. Companies may not engage in nor offer marketing activities, services, or products that provide incentives for reviews or only encourage, permit, or display positive reviews.

Aisle Space/Floorplan – Ten-foot aisles have been predetermined in the floorplan included in this book. The AAO will submit the final reconfigured floorplan to the Loews Royal Pacific Resort at Universal Orlando Fire Marshall for approval. The AAO reserves the right to reconfigure the floorplan as necessary according to final space assignment, facility restrictions, and fire codes.

Arrangement of Exhibits – Exhibitors must arrange their displays so as not to obstruct the general view of other exhibits. All displays or solid construction in excess of 3' high must be a minimum of 3' behind the front line of the exhibit. Maximum exhibit height 8'.

Bonding – The American Association of Orthodontists reserves the right to require exhibiting companies to be bonded through an approved bonding company, in an amount determined by the AAO to be satisfactory, in its sole discretion.

Enclosed/Covered Exhibit Booths – The National Fire Protection Association has revised guidelines for the display of covered exhibit space. Exhibits that are covered must meet the following minimum life safety requirements:

- 1. Enclosed or covered areas must be protected by an audible smoke detector. This includes storage closets built into the exhibit.
- Each enclosed or covered area must display a charged fire extinguisher with a minimum rating of 2A, 20BC.
- 3. There should be no less than two exits from each occupied covered area.
- 4. A fire prevention attendant shall be provided by the exhibitor and will be on duty at all times the exhibit is unoccupied.

Helium Balloons – Helium balloons or other lighter-than-air items are strictly prohibited in the Exhibit Hall.

Non-Flammable Materials – All materials used in the exhibit must be nonflammable in conformance with Orlando, FL Fire Codes. No combustible decorations such as crepe paper, tissue paper, cardboard, or corrugated paper can be used at any time. All packing containers, excelsior and wrapping paper are to be removed from the floor and cannot be stored in the exhibit area. All cloth decorations must stand a flameproof test as prescribed by the Orlando, FL Fire Department. Material not conforming to fire codes will be removed at the exhibitor's expense.

Signs – No signs, lighting trusses, or banners may be placed outside of the Exhibit Hall or outside of the assigned exhibit space except as previously authorized by the AAO. Illuminated signs must be contained in and be a part of the total display and are to be professional in appearance. Lighting truss may be hung with prior AAO written authorization. Lighting truss must be hung inside the assigned exhibit space and cannot extend over the aisle. Strobe or flashing signs are not permitted. Non-illuminated signs are permitted on extensions if they are no less than 12' from the bottom of the sign to the floor to permit vehicular traffic. The AAO will provide signage to identify aisles and Exhibitor Locator Boards to assist the attendees.

INSURANCE & SALES LICENSE

Certificate of Insurance – All exhibitors must provide proof of insurance by December 31, 2021, in order to be allowed in the Exhibit Hall. Should a Certificate of Insurance not be received by December 31, 2021, the exhibit space may be canceled without refund of monies. The AAO requires the following coverage, with respect to insurance:

- Comprehensive General Liability insurance, including contractual liability with limits of at least \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury and/or property damage arising from the premises/operations and/or products and completed operations. Also, providing coverage at the same limits for personal and advertising injury.
- 2. Worker's Compensation or waiver to full compliance of federal and state laws covering all of the exhibitor's employees for any work done on the exhibitor's behalf with limits for employer's liability of at least \$500,000 for bodily injury to each employee by accident, \$500,000 for bodily injury to each employee by disease, \$500,000 policy limit for bodily injury by disease. Certificates of insurance are to name the AAO as additional insured and are to include the name and address of the exhibit facility, which is:

Loews Royal Pacific Resort at Universal Orlando 6300 Hollywood Way, Orlando, FL 32819415

General Insurance/ Liability Information – Each party involved in the Annual Session is responsible for any claims arising out of its own negligence and intentional acts, and those of its employees or agents. Each party agrees to be responsible for its own property through insurance. It is understood that the AAO, the Loews Royal Pacific Resort at Universal Orlando, Freeman Decorating Company (FDC), and their agents will have no liability of any kind for injury to any person or for any loss or damage to property of exhibitors prior, during or after the Winter Conference. The AAO will not be liable for damages caused by failure to provide, or delays in providing, exhibit areas due to natural disasters, strikes, riots, or any other circumstance beyond the control of the AAO, or for any negligent or intentional acts of any exhibitor or any third party. By signing the exhibit contract, you agree to indemnify, save, defend, and hold the AAO harmless from any and all damages, liabilities, actions and demands, including reasonable attorney's fees arising out of, or related to, your negligent and/or intentional actions in exhibiting at the Annual Session, and any breach of these rules and policies.

EXHIBITOR SERVICES

Official Contractor – Freeman Decorating Company has been selected as official exhibitor service contractor for the Winter Conference. This contractor acts on its own behalf and neither they nor their staff are agents, employees, or representatives of the AAO. The contractor will bill each exhibitor directly for their services. The AAO does not assume any liability or responsibility for any act performed or omitted by the official contractor.

Exhibitor Service Kit – An official Exhibitor Service Kit will be available through the exhibitor console. The Exhibitor Service Kit will contain information and order forms for the following services:

Cleaning Services – The AAO will vacuum the Exhibit Hall aisles once each evening during the closed hours. This service does not include any portion of the exhibits. Exhibitors are responsible for the cleanliness of their own exhibit area. Cleaning information will be included in the Exhibitor Service Kit.

Delivery of Freight Materials – All freight and display materials must be delivered through the loading dock of the Loews Royal Pacific Resort at Universal Orlando and are subject to material handling fees. This includes hand-carried items, boxed or crated equipment of any kind. Complete shipping and drayage instructions for exhibitors are included in the Exhibitor Service Kit.

Electrical Requirements – Electrical wiring and equipment installation must comply with applicable Orlando, FL ordinances. All electrical requirements must be ordered through the Exhibitor Service Kit which is available through the exhibitor console.

Equipment and Furnishings – Exhibit furnishings will consist of a background drape 8' high and side rail drape 3' high as appropriate. A 7" x 44" identification sign with the exhibitor's company name will be supplied. Freeman Decorating Company will be responsible for providing all additional equipment, furnishings, and labor required by the exhibitor. Orders may be placed by reviewing the Exhibitor Service Kit which is available through the exhibitor console.

Security Service – Although the AAO will furnish 24-hour general security for the Exhibit Hall during the show, the AAO, Freeman Decorating Company (FDC) and the Loews Royal Pacific Resort at Universal Orlando will not be responsible for any theft or damage to persons or property related to the exhibitors, and do not guarantee the safety of any exhibitor or its products. The exhibitor is urged to take maximum precautions in securing their own exhibit area prior, during, and after the show. Order forms for security service will be available in the Exhibitor Service Kit found online in the exhibitor portal.

Independent Contractors – All exhibitors must inform AAO show management when using a service provider other than Freeman Deco, for the installation/ set-up of exhibitor's booth. Exhibiting companies are responsible to complete the EAC Notification Form that is provided through the exhibitor console. This form must be received in the AAO office by November 30, 2021. All Exhibitor Appointed Contractors (EACs) are subject to the same general liability and worker's comp insurance requirements as exhibitors, and agree to comply with all conduct as stated herein. Exhibitors are responsible for forwarding the Exhibitor Service Kit to each EAC.

Labor – All labor (other than that secured by an Exhibitor's EAC) must be obtained from the official decorator, Freeman Decorating Company, at the prevailing rates. Straight time will be charged between the hours of 8:00am and 4:30pm Monday through Friday, except for holidays, when applicable rates will be assessed. Overtime will be charged at all other times. No alcoholic beverages may be consumed in the Exhibit Hall during set up or tear down. Violators will be ejected immediately from the Exhibit Hall.

Official AAO Photography and Videography – Order forms for the official AAO photographer will be included in the Exhibitor Service Kit which is available through the exhibitor console.

MARKETING & ADVERTISING

Photos and Videos by Exhibitors – The AAO encourages all exhibitors to post about their involvement in the Winter Conference on all social media platforms. However, exhibitors may only photograph their own displays. All other photography and videotaping in the Exhibit Hall is strictly prohibited. Any exhibitor caught doing so will be permanently dismissed from the exhibit hall with no refund of their exhibit charges. No video crew, no photographing other people's booth, products, or other intellectual property.

Distribution of Printed Advertising Material – Fliers or printed material delivered to hotel rooms is strictly prohibited during the Winter Conference.

Exhibitor Program Listing – Should the AAO decide to print a hard copy of the Exhibit Guide, it will use the information provided within the exhibitor console exactly as it appears. Exhibitors are responsible to edit their own information and check for spelling/grammar errors. Exhibitor understands that, in order to be included in any printed piece, all information must be loaded into their Exhibitor console no later than November 1, 2021.

Mailing Lists/Labels – AAO membership lists and/or Annual Session attendee pre-registration lists are available in electronic format to official AAO exhibitors for a fee. All mailers must be approved by the AAO. Member mailing lists purchased for one-time use can be obtained through Ashley DeRoy at aderoy@aaortho.org. Attendee mailing lists purchased for one-time use may be obtained from CDS through the exhibitor console. Note: CDS is the only official contractor authorized to sell a list of Annual Session attendees to exhibitors. Please do not purchase from any other company that contacts you for mailing lists.

Use of the AAO Logo – The AAO reserves the right to prohibit the use of the AAO logo and the Winter Conference logo in any advertising, promotional piece, and incentive items. Requests for use of the Winter Conference logo must be reviewed and approved in advance by the AAO Central Office.

AAOF Industry Case Partners – AAOF Industry Case Partners/Exhibitors that have contributed to the American Association of Orthodontists Foundation (AAOF) will receive a plaque for display in their exhibit and AAOF stickers on their name badges. Contributors will be designated in the Exhibit Guide exhibitor listing.