



# Policy for Exhibitors and Other Organizations at ASCO Meetings

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## SECTION 1. INTRODUCTION

This Policy for Exhibitors and Other Organizations at ASCO Meetings (the “Policy”) sets forth the general standards that will be applied by the American Society of Clinical Oncology (“ASCO”) and its affiliates, including Association for Clinical Oncology, Conquer Cancer Foundation of the American Society of Clinical Oncology (“Conquer Cancer”), (collectively, “ASCO Entities”) to the activities of commercial firms and other organizations, including not-for-profit organizations, during or in connection with ASCO meetings, as exhibitors, meeting supporters, or otherwise. Related requirements governing various activities are set forth in the following documents (hereinafter collectively referred to as “Related Requirements”):

- Terms and conditions of the ASCO Exhibitor Agreement
- Requirements specified in the Exhibitor Resource Center
- ASCO's Corporate and Institutional Public Relations Policies
- [Guidelines for Use of ASCO Marks by Third Parties during ASCO Meetings and Symposia](#)
- Policies and rules of the meeting venue
- Special requirements, policies, or guidelines developed by ASCO for designated theaters, pavilions, or areas in the Exhibit Hall (as defined below)
- Any guidelines and requirements established by ASCO regarding selection of exhibit space, hotel accommodations, and ancillary events and space, including [Priority Points Guidelines](#) and the [Ancillary Event Space Guidelines](#)
- ASCO Meeting Policies (found at [asco.org](#)), including all ASCO Meeting Policies relating to conduct of exhibitors and/or attendees

Organizations must follow this Policy and the Related Requirements. It is the responsibility of the official exhibitor representative to see that all booth staff are aware of and adhere to this Policy, Related Requirements, and applicable law, rules, and regulations.

As a matter of ASCO policy, the form and manner of any such activity must also comply with the following, each of which is deemed incorporated into the Related Requirements by this reference:

- U.S. Food and Drug Administration (FDA) laws, regulations, and guidelines, including those regarding [industry-supported scientific and educational activities](#)
- [Council of Medical Specialty Societies \(CMSS\) Code for Interactions with Companies](#)
- [PhRMA Code on Interactions with Health Care Professionals](#) (“PhRMA Code”)
- Accreditation Council for Continuing Medical Education (ACCME) [Accreditation Criteria](#) and [Standards for Integrity and Independence in Accredited Continuing Education](#)
- [Office of Inspector General Compliance Program Guidance for Pharmaceutical Manufacturers](#)

Compliance with all applicable laws and regulations, and with this Policy and Related Requirements, is required of every organization that participates in ASCO meetings. Organizations that violate any of the foregoing will be subject to disciplinary action as further described in [Section 9](#) below.

## **SECTION 2. SUPPORT FOR MEETING ACTIVITIES SPONSORED BY ASCO ENTITIES**

Commercial firms, foundations, and other organizations are invited to provide support for ASCO and Conquer Cancer in-person and/or online meeting activities and related publications and products. Such activities include but are not limited to symposia; conferences; meetings; workshops; research grants; awards; and educational activities. The ASCO Entities prefer that these activities be supported by multiple supporters. The ASCO Entities are solely responsible for the development and implementation of each of their activities. The ASCO Entities alone will determine the content of their scientific and educational activities and will own all associated intellectual property. They will also determine the distribution, production, and pricing of the activity's materials.

Any funds provided in support of in-person and/or online meeting activities, publications, or products of the ASCO Entities must be made payable to Conquer Cancer unless otherwise specifically indicated. Conquer Cancer is an organization classified under section 501(c)(3) of the Internal Revenue Code and operates in support and furtherance of ASCO's scientific and educational purposes.

All pledges of support must be confirmed by written advance notice of the intended support. The terms, conditions, and purpose of a grant must be documented by a signed letter of agreement among the organization providing the support and the ASCO Entity receiving the support. All grants to support ASCO-sponsored accredited continuing education activities must be documented by a letter of agreement as described in the previous sentence that is signed by the organization providing the support and ASCO. Neither Conquer Cancer nor ASCO may enter into an agreement which requires either entity to accept the supporter's advice or services, whether with regard to content, the selection of speakers or invitees, or other attributes of the meeting or activity. Supporters are entitled to review the budgets of programs or activities for which they provide support. Conquer Cancer accepts support for one or multi-year periods (as defined in the applicable agreement entered into between Conquer Cancer and the supporter).

The appropriate ASCO Entity will acknowledge support in program materials as applicable but will not permit representatives of organizations providing support to engage in sales or promotional activities or to distribute commercial promotional materials in the room where the educational or scientific activity takes place or on the portion of the website or other online platform or portal where the scientific or educational activity is made available. Display or distribution of promotional materials, including standards related to product specific advertisement and other product promotion, before, during, and after an educational activity offered for credit must conform to all applicable continuing education ("CE") standards.

## **SECTION 3. ANCILLARY ACTIVITIES SUPPORTED BY COMMERCIAL FIRMS AND OTHER ORGANIZATIONS**

ASCO recognizes that during ASCO meetings, commercial firms and other organizations may wish to host their own events and activities, for purposes ranging from investigator meetings to providing social and business opportunities for firm employees and meeting attendees.

ASCO requires all organizations (commercial and non-profit) that wish to hold in-person functions of any size or nature in any off-site location immediately before, during, and immediately after an ASCO-planned symposium or meeting to complete an [Ancillary Event Request](#). The rules and regulations specific to ancillary events can be found in the [Ancillary Event Space Guidelines](#). Exhibitors, including their leadership and staff, must comply with ASCO's Ancillary Event Space Guidelines relating to any

event that takes place during an ASCO meeting, including any activity hosted by a non-affiliated company.

## **SECTION 4. EXHIBITS AND EXHIBIT HALL**

To ensure that exhibit space complements the educational mission of ASCO, ASCO will review requests for exhibit space to determine whether prospective exhibitors and their products meet ASCO criteria and standards. During its meetings, ASCO monitors exhibitor activities, displays, virtual platforms and portals, websites, products, giveaways, and conduct for compliance with this Policy and Related Requirements. For purposes of this policy, “Exhibit Hall” shall mean exhibit hall, other exhibit room, exhibit display area, and official ASCO-approved virtual platforms, portals, and websites where exhibits are displayed in connection with an ASCO meeting.

### **Section 4.1 Eligible Exhibitors**

Only a company or other organization identified in a signed Exhibitor Agreement, submitted either by hard copy or online, that has been approved by ASCO, may exhibit at or in connection with an ASCO meeting. ASCO retains the sole and exclusive right to determine which companies and organizations may exhibit at or in connection with ASCO meetings. Only the organization whose name appears at the top of its Exhibitor Agreement is eligible to be placed in the Exhibit Hall or appear on any printed list of exhibitors. Booth and meeting room graphics should reflect the organization listed in the “Company Name for Exhibitor Directory and Signage” space on the exhibit application, even if the booth or meeting room will be used by a parent or affiliate company.

### **Section 4.2 Eligible Exhibits**

#### *Section 4.2(A) ASCO Review of Exhibits*

Eligible exhibitors may exhibit commercially available oncologic and health/wellness products and services whose marketing, safety, and efficacy have been determined as required by applicable law, provided that the specific products or services have been approved for exhibition by ASCO. Products eligible for exhibition are oncologic and health/wellness-related products, equipment, and services that, upon review by ASCO and at the sole determination of ASCO reviewers, are marketed for the labeled indication or promoted for a use in accordance with applicable legal requirements, including as required by the Food, Drug, and Cosmetic Act and FDA regulations when applicable.

#### *Section 4.2(B) Compliance with Applicable Law and Regulations*

All in-person and/or online exhibits and exhibited items must comply with all applicable local, state, federal, and international law and regulations. Exhibitors are responsible for compliance with applicable legal requirements, including, if applicable, FDA regulations which govern the labeling of displayed products, prohibit sponsoring hands-on or educational events for non-approved products, and affect how booth descriptions may be listed in meeting programs. For more information on FDA compliance, refer to the FDA’s website at <http://www.fda.gov>.

#### *Section 4.2(C) Theaters, Pavilions, and Other Designated Areas*

Any special requirements, policies, or guidelines developed by ASCO for in-person and/or online designated theaters, pavilions, or other areas in the Exhibit Hall are to be construed as part of this Policy and the Exhibitor Agreement.

#### Section 4.2(D) *Restrictions Upon Exhibition of Dietary Supplements*

Dietary supplements that (i) make any claim to diagnose, mitigate, treat, cure, or prevent any disease, specific class of disease, disease symptom, or abnormal medical condition; or (ii) claim an effect similar to that of an approved drug, biological product, or medical device may not be exhibited without ASCO's prior written approval. Approval shall be in ASCO's sole discretion but will not be granted unless sufficient documentation is provided to ASCO that demonstrates that the product's claimed health benefit(s) are supported by competent and reliable scientific evidence. Requests for approval may be submitted to [exhibits@asco.org](mailto:exhibits@asco.org).

#### Section 4.2(E) *Restriction Upon Market Research Products and Services*

Exhibitors with a primary purpose of selling market research services or conducting market research, business intelligence, identification of key opinion leaders, identification of data sources, or similar activities not consistent with the professional nature of the Exhibit Hall are not eligible.

### **Section 4.3 Exhibit Content and Booth Regulations**

#### Section 4.3(A) *Exhibit Content and Activities*

The Exhibit Hall atmosphere must always be congruent with the educational mission, core values, and purpose of ASCO. All booth activities (except such activities intended to benefit certain non-profit organizations with advance approval as set forth in Section 4.3(B) and 4.3(L)), linked sites and resources, and content must be professional in nature and provide educational information related to the field of oncology. Should ASCO, in its sole discretion, determine that a site or resource linked to on or in an exhibitor's booth or online is incongruent with the educational mission and tone of ASCO and its meetings, ASCO may take appropriate action, including but not limited to requiring the exhibitor to remedy the issues where possible or removing the link from the online booth.

#### Section 4.3(B) *Advance Approval of Booth Activities Required*

Exhibitors must complete and submit to ASCO a Booth Activity Approval Form (available in Exhibitor Service Manual for each meeting) no less than thirty (30) days prior to the first move-in day for the Annual Meeting and by the deadline on the Booth Activity Approval Form for any other ASCO meeting. Passing out exhibitor materials and information and talking to attendees within an in-person and/or online exhibit booth, on a virtual platform or portal, or on a website are not considered booth activities and do not need to be included in exhibitors' approval requests, unless such materials fall within another requirement of this Policy.

#### Section 4.3(C) *Exhibit Space Selection*

ASCO shall assign exhibit space and reserves the right to change the location of said exhibit space at any time and for any reason. Exhibitors who change the size of their exhibit space or level of their online package are not guaranteed the originally assigned location or scope of online presence and are subject to relocation and/or modification of online exhibit presence by ASCO.

Exhibitors can only select one booth space along the 40 ft. main aisle or on the front aisle leading to posters. If an exhibitor selects a space along the 40 ft. main aisle or on the front aisle leading to posters, additional spaces cannot be on either the main or front aisle.

#### Section 4.3(D) *Restriction of Exhibit Materials to Exhibit Space*

Except as otherwise approved by ASCO in advance and in writing, at the meeting venue, exhibit materials and advertising may not be displayed or distributed beyond the perimeters of the exhibitor's

assigned in-person and/or online booth and must be in compliance with additional applicable requirements as set forth in [Section 5](#).

*Section 4.3(E) Exhibit Display and Exhibit Booth Construction for In-Person Exhibits at the Annual Meeting*

**Section 4.3(E)(1) Floor Requirements**

All exhibit floor spaces must be completely carpeted or covered with an approved material (bare floors in booths are not allowed). If an exhibitor's floor space is not covered by 2:00 PM (venue time zone) on the day prior to the Exhibit Hall opening, ASCO will arrange for the general services contractor to install carpet at the exhibitor's expense.

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 exhibit with visible unfinished sides or back exposed must be draped off at the exhibitor's expense.

Under no circumstances may the weight of any equipment or exhibit material exceed the specified floor load limit or the overhead rigging weight limit of the Exhibit Hall. The exhibitor accepts full and sole responsibility for injury or damage to property or persons resulting from failure, knowingly or otherwise, to distribute the exhibit material and products in conforming to maximum floor load specifications.

Raised floors must be non-hazardous and wheelchair accessible. Edges of raised floors must be ramped or guarded sufficiently to prevent people from tripping or falling at transitions.

**Section 4.3(E)(2) Inline Booth**

Inline booths (also called linear booths) are generally arranged in a straight line and may have neighboring exhibitors on their immediate right and left, leaving only one side exposed to the aisle. At the Annual Meeting, ASCO will provide a standard draped booth, consisting of an 8' high backdrop, 36" draped side rails. 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. The reverse side of any wing panel extending from the back wall of the display must be finished or draped to avoid raw exposure to a neighboring booth. Branding on the reverse facing into an adjoining booth is not permitted. If the exhibitor does not comply, ASCO Exhibits Management will have the general services contractor drape the area at the exhibitor's expense. No objects or decorations that obstruct visibility, including hanging signs, will be permitted. Note: When three or more inline booths are used in combination as a single exhibit space, the 4ft (1.22m) height limitation is applied only to that portion of exhibit space which is within 10ft (3.05m) of an adjoining booth.

**Section 4.3(E)(3) 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. Corner booths do not include 36" draped side rails on the open corner(s) unless special arrangements have been made in advance. For special arrangements, please contact [ascoexhibits@spargoinc.com](mailto:ascoexhibits@spargoinc.com). All other guidelines for inline booths apply.

#### Section 4.3(E)(4) **Island Booth**

An island booth is exposed to aisles on all four sides. An island booth is typically 400 square feet (20'x20') or larger, although it may be configured differently. Exhibitors who wish to construct an island booth are required to submit a scaled floor plan with dimensions and elevation diagram (digitally) to [ascoexhibits@spargoinc.com](mailto:ascoexhibits@spargoinc.com) for approval at least thirty (30) days prior to the first day of move-in for the Annual Meeting. These plans must include any planned hanging signs, rigging components, or water features. The plan must include the scale utilized. Any changes that occur after initial submission must be resubmitted to [ascoexhibits@spargoinc.com](mailto:ascoexhibits@spargoinc.com) for approval prior to the Annual Meeting.

Island booths are to be constructed to allow a contiguous two-foot (2') access into the booth from all sides (aisles) to allow attendees to view booth items within the confines of the booth. Kiosks, podiums, help desks, etc. must be set back two feet (2') from the entry access point of the booth. **All island booths must have ample sight lines to assure adjacent exhibits are visually accessible.** The maximum height of an island booth is twenty (20) feet. The top of the booth's sign may not extend more than twenty (20) feet from the Exhibit Hall floor and cannot block the visibility of ASCO signs or other exhibitors' booths. There must be a minimum clearance of 8' from the bottom of any hanging sign/structure to the Exhibit Hall floor if attendees are expected to walk below such sign/structure. Signage over walls or static structures will require a significant clearance (at least three feet) between the top of a wall or static structure and the bottom of a sign, banner, or header to ensure clear sight lines through the Exhibit Hall. Hanging signs must be hung directly over the island booth and not in the aisles. Installation of hanging signs must take place according to the schedule provided in the Exhibitor Resource Center. The primary use of an exhibitor's booth should be attendee engagement. No more than fifty percent (50%) of the booth's total square footage may be used for private meeting rooms.

Island booths may use water features in their exhibit with advance review and approval by ASCO. Water features must be included in the scaled floor plan and elevated diagram that is submitted to ASCO for approval at least thirty (30) days prior to the first day of move-in for the Annual Meeting.

Island booths may use special lighting. Lighting must be directly over or in the exhibitor's booth and cannot affect other exhibitors or aisles. The Exhibit Hall lighting may be dimmed or blacked out to accommodate exhibitors' lighting requirements at ASCO's discretion. ASCO will not approve blacking out overhead lights which may affect aisles or another exhibitor's space. The exhibitor is responsible for all costs associated with this request.

#### Section 4.3(E)(5) **Rigging Requirements- Truss, Lighting, and Hanging Sign Installation**

Exhibitors who wish to order Truss, Lighting, and Hanging Sign Installation are required to submit the specifications with their booth rendering submission, as described in [Section 4.3\(E\)\(4\)](#). The specifications must include a scaled floor plan (digitally) of the item(s) and must be submitted to ASCO for approval through the Exhibitor Resource Center (available online in February) no less than thirty (30) days prior to the first move-in day of the Annual Meeting. The plans must include the scale utilized.

All Truss, Lighting, and Hanging Sign Installation must take place according to the schedule provided in the Exhibitor Resource Center.

#### Section 4.3(E)(6) **Clean Floor Policy**

Exhibitors must have all crates, cardboard, fiber cases, and access storage items appropriately labeled with "EMPTY" or "ACCESSIBLE STORAGE" for removal by the time set up hours are over.

For the Annual Meeting, all aisles must be 100% clean of product, ladders, gang boxes, and all other items that may impede the final aisle clean up and installation of carpet by 4:30 PM on the Friday before Exhibits open. Exhibitors along the front aisle, running East to West, must have their materials and equipment labeled and ready for removal by 4:30 PM on the Thursday before the Exhibits open.

Labeled and unlabeled exhibit materials and/or equipment will be removed no later than 4:30 PM on the corresponding day listed above. Requests to bring items back from storage to the exhibit hall floor are contingent upon ASCO Exhibits Management approval and are not guaranteed. Additional fees may apply and will be at the expense of the exhibitor.

#### **Section 4.3(E)(7) Audio Tracks and Video**

Recorded audio tracks and/or videos are permissible at the Annual Meeting upon prior review and approval. Exhibitors must submit the audio track and/or video specifications with their booth rendering submission as described in [Section 4.3 \(E\)\(4\)](#). All audio and video must be professional in nature and consistent with the professional atmosphere of the Exhibit Hall. Exhibitors may be required to lower the volume or turn off the audio track or video at any time at ASCO's sole discretion. Exhibitors are solely responsible for obtaining all necessary intellectual property rights and permissions for all audio tracks and video.

#### **Section 4.3(F) Exhibit Display for Tabletop Exhibits at In-Person Meetings**

For ASCO meetings with tabletop exhibits, materials are restricted to the tabletop only. The only exceptions are banner stands and monitor stands, which are permitted on the floor directly behind the exhibit table. Literature stands, pop-up equipment, devices, or apparatus may not be displayed.

#### **Section 4.3(G) Exhibit Display for Kiosks at In-Person Meetings**

For ASCO meetings with kiosks, materials are restricted to the tabletop and monitor of the kiosk. Banner stands, literature stands, or pop-up equipment may not be displayed. Display materials should be arranged in such a manner so as not to obstruct sight lines of neighboring exhibitors.

#### **Section 4.3(H) Exhibit Display for Online Exhibits**

For ASCO meetings with an online exhibit component, digital materials must be displayed in the online booths according to instructions provided in the Exhibitor Resource Center.

#### **Section 4.3(I) Permitted Activities and Items in the Exhibit Hall**

- Exhibitors may offer written and online materials through which attendees can obtain CE credit. In offering these materials, exhibitors must comply with the other prohibitions in this section, including the prohibitions on group activities, didactic lectures, trademark usage, and theater style seating. Exhibitors may not suggest that ASCO serves as the CE provider, or is involved in or endorses the CE materials in any way.
- Exhibitors may display and link to posters and abstracts within their booths in addition to providing abstract reprints; display of and linking to full presentation slides or posters and distribution of abstract reprints are prohibited until the day of presentation at the ASCO Meeting. Display of, linking to, or providing reprints of publication-only abstracts can occur at the time of abstract publication. Exhibitors must follow [ASCO's Linking Policy](#) when linking to abstracts and other ASCO content. Exhibitors must follow ASCO's QR Code policy when displaying QR codes in their booth.

- If an exhibiting company wants to include a poster on their website, they may do so if Permission for use has been given by ASCO. Permission can be requested by completing this [form](#). This may also allow the company use of ASCO marks (name, logo, etc.)
  - Per ASCO’s QR Code policy, QR codes found on a poster/presentation may link to a copy of the poster/presentation on ASCO’s meeting website. Digital copies of posters/presentations distributed via QR code may only be accessible through ASCO’s platform. QR codes may not link to external platforms, however, QR codes may link out to supplementary material on a nonpromotional/unbranded site. Posters and slides containing a QR code must include the following disclaimer on both print and electronic versions: “Copies of this [poster/slide deck] obtained through Quick Response (QR) code are for personal use only and may not be reproduced without permission from ASCO. QR codes must link to educational content relevant to the study material on which the code is placed and cannot link to websites with advertisements or for-profit company branding or logos, including for-profit company names in the URL or direct links to promotional email addresses.
- Presenters or company representatives may speak with individuals in-person or virtually or to a group that gathers in the exhibitor’s in-person booth.
- Companies are required to secure proper author permissions for all presentations and to follow ASCO’s Embargo Policy. For information about using ASCO’s meeting content in your booth, contact [licensing@asco.org](mailto:licensing@asco.org).

**Section 4.3(J) *Prohibited Activities and Items in the Exhibit Hall***

- Group activities of any kind, including live delivery of didactic lectures and presentations, except as specified by ASCO for theaters, pavilions, or other areas designated by ASCO. Exhibitors may provide company and/or product information to attendees on a one-to-one basis within their booth
- Plenary presentations/materials displayed at any time
- Presentation display areas that include seating for attendees
- Linking to ASCO presentations that are designated for CE credit within an online exhibits site
- Microphones or excessive amplification devices which may result in the disturbance of other exhibitors
- Theater style seating (except to the extent designated by ASCO in theaters, pavilions, or other limited areas)
- Lighter than air objects
- Flashing lights
- Drones
- Performing or playing music, including live music, absent ASCO’s written authorization.
- Distribution of coupons or vouchers for meals, entertainment, and personal services to meeting attendees
- Distribution of alcoholic beverages in exhibit booths is strictly prohibited. Distribution of alcoholic beverages in exhibitor meeting rooms, outside of the main exhibit hall is permitted only if advance written approval is provided by ASCO and any such distribution must be done in accordance with [Section 4.3\(P\)](#).
- Demonstration, promotion, or sale of the products of any non-exhibiting companies
- Affixing the names or logos of any ASCO Entities and any of their related products and services to, incorporating them in, or otherwise making them a part of any exhibitor-

distributed materials without advance approval. For more information about the use of ASCO names and trademarks see [Section 8.1](#).

- Unauthorized reproduction of, distribution of, or linking to ASCO abstracts
- Magicians, jugglers, motivational speakers, sleight of hand artists, illusionists, or caricature artists
- Multi-level island booths
- Soliciting attendees or exhibitors in the aisle(s) outside booth space, in booths other than their own, in any online open forums or interactive chat sessions that are part of the online ASCO meeting, or elsewhere in the meeting venue

#### Section 4.3(K) *Quizzes, Contests, Raffles, and Games*

Quizzes, contests, games, drawings, and raffles (hereinafter collectively referred to as “Promotional Games”) are not permitted unless approved by ASCO in advance. Promotional Games should be designed for participation by individual attendees and must comply with applicable laws and regulations. Promotional Games must be submitted for approval at least thirty (30) days prior to the first move-in day through the Exhibitor Resource Center and will be approved on a case-by-case basis and in ASCO’s sole discretion. ASCO will not approve Promotional Games with distracting features, including flashing colors and sound effects or leaderboards. Exhibitors are responsible for complying with applicable laws, regulations, guidance, and requirements, including of the meeting venue, with respect to Promotional Games.

ASCO may, on a limited basis, grant individual exhibitors permission to have drawings or raffles for prizes. Any drawing or raffle must be conducted in compliance with applicable laws and regulations, and prizes must be consistent with the requirements for giveaways set forth in [Section 4.5](#) of this Policy and applicable laws, regulations, guidance, and requirements. ASCO will not approve drawings or raffles where attendees are required to be present in the Exhibit Hall at the time of the drawing to win. Timing of drawings and raffles should not compete inappropriately with meeting sessions and is subject to approval by ASCO. Drawings and raffles must be submitted for approval at least thirty (30) days prior to the first move-in day for the Annual Meeting and by the deadline on the Booth Activity Approval Form for the ASCO Symposia. Exhibitors must provide copies of any applicable permits or licenses upon request.

#### Section 4.3(L) *Fundraising*

Unless a special exception has been granted by ASCO and Conquer Cancer in advance for fundraising activities to benefit certain not-for-profit organizations, exhibitors may not engage, directly or indirectly, in any fundraising (including solicitation of corporate investors) in the Exhibit Hall. Any organization seeking such an exception, including to make Conquer Cancer a recipient of any fundraising activities, must submit the Booth Activity Request form and the Fundraising Request for Approval form through the online Exhibitor Resource Center at least thirty (30) days prior to the first day of move-in.

#### Section 4.3(M) *Prohibition of Sales*

Publishing companies are permitted to sell oncology-related books and journals during Exhibit Hall hours or through a link to the publishing company’s website included in an online exhibit booth. Selling is otherwise prohibited in the booth unless an exception has been granted in writing from ASCO. Sales related to fundraising activities are prohibited except as provided under [Section 4.3\(L\)](#) of this Policy. Publishing companies and those granted exceptions for selling items in their booth are required to collect and remit applicable city and state sales taxes. Review the Exhibitor Resource Center for details on who to contact regarding city and state sales taxes.

Any exhibitor wishing to apply for an exception to the prohibition upon sales must submit the Booth Activity Request form through the online Exhibitor Resource Center at least thirty (30) days prior to the first day of move-in and must receive written approval from ASCO. ASCO reserves the right to restrict or terminate sales activities that it deems, in its sole discretion, inappropriate or unprofessional.

#### *Section 4.3(N) Operation of In-Person Exhibit Booth/ Table*

All booth activities and queuing must be contained in the individual exhibitor's booth.

A targeted freight move-in schedule will be available in the Exhibitor Resource Center approximately ninety (90) days prior to the start of the meeting. No installation of booths or display materials is allowed during published Exhibit Hall hours of operation. Exhibits must remain fully intact and staffed at all times during the published Exhibit Hall hours of operation. Early dismantling of exhibits is prohibited. Dismantling and packing of exhibits will not be permitted until the published dismantling times. Failure to comply may result in disciplinary action, as set forth in [Section 9](#).

#### *Section 4.3(O) Photography, Video Recording, and Audio Recording*

Exhibitors must obtain approval to photograph, videotape, capture screenshots, and/or audiotape (including time-lapse photography) in the Exhibit Hall. For approval for the Annual Meeting, submit the Photography/Video and Audio Recording Approval Form located in the online Exhibitor Resource Center no later than thirty (30) days prior to the first day of move-in. For approval at other meetings, contact ASCO Exhibits Management at [ascoexhibits@spargoinc.com](mailto:ascoexhibits@spargoinc.com) no later than thirty (30) days prior to the first day of move-in. Approval is at ASCO's sole discretion.

Exhibitors who, for in-person meetings, do not wish to use ASCO's official photographer listed in the Exhibitor Resource Center must complete the following:

- Notification of Intent to Use an Exhibitor Appointed Contractor Form located in the online Exhibitor Resource Center. The exhibitor-appointed photographer/videographer must provide ASCO with proof of adequate insurance, as established in the Exhibitor Resource Center, as part of the exhibitor appointed contractor notification and comply with the meeting facility's policies and procedures for exhibitor appointed contractors.
- The exhibitor may be required to make arrangements through the official security services company for an escort at their own expense. An order form can be found in the Exhibitor Resource Center.
- 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.
- Upon arrival, a camera tag must be picked up at the ASCO Security Office and placed on the camera at all times.

All photography, video, and audio equipment must remain within exhibitors' booth space and must not disrupt visitor traffic. Exhibitors may not photograph, record, obtain screenshots of, or videotape other exhibitors, organizations' exhibits, or Exhibit Hall attendees without their express written permission.

The use in any image or recording of any name, logo, or trademark of any of the ASCO Entities and their products and services is strictly prohibited without ASCO's advance written consent, as set forth in [Section 8.1](#). Exhibitors who seek and receive approval to photograph, videotape, and/or audiotape in the in-person Exhibit Hall must complete and sign a waiver stating the number of cameras being used,

mounting locations, and acknowledging that neither ASCO nor ASCO security will be held liable for loss or theft of these devices.

Photographing, audio recording, and video recording occurring outside the Exhibit Hall are governed by ASCO Media Policies. Please contact [commpolicies@asco.org](mailto:commpolicies@asco.org) for more information regarding these policies.

#### Section 4.3(P) *Food and Beverage*

Distribution of alcoholic beverages in exhibit booths is strictly prohibited. Distribution of alcoholic beverages in exhibitor meeting rooms, outside of the main exhibit hall is permitted only if advance written approval is provided by ASCO. ASCO will review and permit exhibitors to serve alcoholic beverages in exhibitor meeting rooms outside of the Exhibit Hall on a case-by-case basis. Exhibitors who receive ASCO's prior written approval will only be permitted to serve alcoholic beverages after 4:30 PM.

Any food or beverage provided by exhibitors, including any alcoholic beverages, if permitted, must be provided in a manner consistent with all applicable laws and guidance, including, if applicable, the PhRMA Code. All food and beverage provided by exhibitors must be of minimal value and available to all registered attendees immediately upon request. Cash and/or cash equivalents, coupons, and vouchers for food or beverages are not permissible. Exhibitors must submit a Booth Activity Approval Request form through the online Exhibitor Resource Center for approval to provide food or beverages to ASCO no later than (thirty) 30 days in advance of the first day of move-in of the Annual Meeting or via email to [ascoexhibits@spargoinc.com](mailto:ascoexhibits@spargoinc.com) for ASCO Symposia. Approval is at ASCO's sole discretion. Any exhibitors found providing food or beverages that have not been approved, or in a manner not in compliance with applicable laws, or that are not compliant with ASCO policies will be required to cease immediately. ASCO will not accept onsite requests for provision of food or beverage.

Food and beverage requests must comply with the rules and regulations of the official provider designated by the meeting facility. Any exhibitor at the Annual Meeting who provides food and beverage to attendees is required to order and pay for porter service through the exclusive general services contractor. Order forms and additional information will be made available in the Exhibitor Resource Center.

#### **Section 4.4 Admission to the Exhibit Hall and Personnel Conduct**

Exhibitors must wear the official ASCO-supplied badge at all times in the in-person Exhibit Hall. All badges are nontransferable and are the sole property of ASCO. ASCO, SPARGO, Inc., and event security personnel reserve the right to revoke any badge or online access at any time. Access to the in-person Exhibit Hall during set-up and dismantle times for booths is restricted to the published hours unless special arrangements have been made with ASCO. Please contact meeting security for assistance with access to the Exhibit Hall during hours other than those listed in the Exhibitor Resource Center.

While exhibitors are encouraged to make childcare arrangements in advance of the meeting, ASCO welcomes working parents and their children to our meetings and events. Designated breastfeeding and pumping spaces are available throughout the facilities of our in-person meetings and events. Strollers, baby carriers, or similar devices are permitted in meeting rooms and the Exhibit Hall during the published Exhibit Hall hours of operation, as long as they do not block aisles or emergency exits. Parents/guardians whose children remain with them are asked to help maintain a professional, disturbance-free session environment. Children must be supervised at all times. For in-person events,

we require that all children are registered and wear a badge or wristband in case the child gets separated from their guardians. Parents may register their children at the onsite Registration desk at Symposia or in ASCO Headquarters at the Annual Meeting.

Exhibitor personnel may not enter the in-person exhibit space/meeting room(s) of another exhibitor without permission from the latter. At no time may anyone enter an unstaffed area of another exhibitor.

Exhibitor personnel, including vendors hired to work in their booth, may not solicit attendees, other exhibitors, meeting presenters, or meeting faculty from outside of their booth or elsewhere in the meeting venue, including at educational and scientific meeting rooms and poster sessions, and may not canvass in any part of the Exhibit Hall or meeting venue, including in any online open forums or interactive chat sessions that are part of the online ASCO meeting.

All exhibit personnel must conduct and present themselves in a professional matter. ASCO expects all exhibit personnel to dress professionally and appropriately. Costumes or other staff uniforms that are misleading (e.g., white coats or other attire with medical connotations) are not appropriate. ASCO reserves the right to make determinations on appropriate attire in its sole discretion.

## **Section 4.5 Giveaways**

### *Section 4.5(A) Eligible Giveaways*

All giveaways must be provided in a manner consistent with all applicable laws, regulations, and guidance, including the CMSS Code for Interactions with Companies and the PhRMA Code, applicable to the exhibitor, as well as with the provisions of this Policy.

Giveaways by Commercial Exhibitors: It is ASCO's policy that all giveaways by commercial exhibitors will meet the giveaway standards of the CMSS Code for Interactions with Companies and with the PhRMA Code, regardless of whether the exhibitors have adopted the PhRMA Code. In keeping with the PhRMA Code, all giveaways by commercial exhibitors must be designed primarily for the education of patients or healthcare professionals. Giveaways must not exceed \$10 USD in value and must be available to all registered attendees immediately upon request. Exhibitors interested in giving away product samples must get prior approval from ASCO and must include the sample's fair market value; product samples are not allowed for pharmaceutical companies.

Giveaways by Non-Profit Exhibitors and Government Agencies: All giveaways by non-profit exhibitors and government agencies must not exceed \$10 USD in value and must be available to all registered attendees immediately upon request. Giveaways by non-profit exhibitors who are subject to the PhRMA Code must meet the standards for Giveaways by Commercial Exhibitors above.

### *Section 4.5(B) Specific Giveaway Restrictions*

Tote bags are not eligible giveaways for commercial exhibitors. Tote bag giveaways provided by non-commercial exhibitors must be professional in appearance and in function. A sample tote bag (not a paper rendering) must be submitted to ASCO for approval no later than thirty (30) days prior to the first day of move-in for the Annual Meeting and by the deadline on the Giveaway Approval Form for ASCO Symposia, Cash and/or cash equivalents may not be offered to attendees. Distribution of coupons or vouchers for meals, entertainment, and personal services to meeting attendees is not allowed.

The following items are not eligible giveaways: oversize bags, bags with wheels, balloons, beach bags, blankets, cash or cash equivalents, gift certificates, golf/tennis balls, hats, massagers, phone cards, prescription and non-prescription drugs, stuffed animals, t-shirts, and watches.

Distribution of giveaways and other promotional items in event facilities outside of the exhibit booth, outside of designated meeting exhibit space at event hotels, or on websites linked to from an online exhibit booth is prohibited for the duration of the applicable ASCO meeting.

#### *Section 4.5(C) Advance Approval Required*

All giveaways must be approved by ASCO. To obtain approval, exhibitors must submit a Giveaway Approval Form through the online Exhibitor Resource Center no less than thirty (30) days prior to the first day of move-in for the Annual Meeting and by the deadline on the Giveaway Approval Form for the ASCO Symposia. Approval of giveaways, including determinations as to whether an item is educational under [Section 4.5\(A\)](#) of this Policy, is at ASCO's sole discretion. Any exhibitors found distributing materials that have not been approved or are not compliant with ASCO policies will be required to cease distribution immediately. ASCO will not accept onsite requests for giveaway approvals.

#### *Section 4.5(D) Porter Service Required*

At the Annual Meeting, exhibitors who will be distributing giveaways and/or providing food and beverage to attendees in their exhibit booths and/or in their meeting room(s) must order and pay for porter service through the exclusive general services contractor. The order form for porter service will be provided in the online Exhibitor Resource Center. Porter service includes monitoring of the exhibit booth and meeting rooms, emptying wastebaskets, and collecting empty boxes throughout the Exhibit Hall and exhibitor meeting room areas during open hours. Standard wastebasket emptying does not include removal of empty boxes. If porter service is required but has not been ordered by 2:00 PM Central Time on the day prior to the Exhibit Hall opening, ASCO will arrange for the porter service through the general services contractor at the exhibitor's expense.

#### *Section 4.5(E) Storage of Materials and Boxes*

At the Annual Meeting, accessible storage for exhibitor materials will be available from the official decorator for a fee. Accessible storage items will be delivered to the exhibitor's booth by the official decorator upon request beginning at 8:00 AM (venue time zone) the day before the Exhibit Hall opens. A one-day supply of advertising materials, product, or literature may be kept in an exhibitor's booth but not behind the booth back wall. Empty cartons may not be stored in or behind the booth back wall. The official decorator will temporarily remove empty crates, cartons, containers (including plastic) and packing materials if you label them with stickers marked empty which can be found at the Exhibitor Service Desk. Empty crates will be returned during move-out. In addition, empty boxes may not be placed in the Exhibit Hall aisles, behind or adjacent to columns, or in trash cans in the Exhibit Hall for removal during Exhibit Hall hours of operation. If an exhibitor does not properly handle empty boxes, ASCO will remove the boxes at the exhibitor's expense. The storage of materials also must comply with local fire department and Underwriters Laboratories' rules.

At other ASCO meetings, accessible storage may be available, depending upon location and storage limitations. For these meetings, information regarding accessible storage availability will be included in the Exhibitor Resource Center.

## **Section 4.6 Prohibition Upon Subletting Space and Permitting Unauthorized Access/Exhibits**

### *Section 4.6(A) No Assignment of Space or Exhibition of Unapproved Goods or Services*

Exhibitors may not assign, sublet, or apportion any part of the space allotted to them (in-person and/or online) and may not advertise, link to, or display goods or services other than those manufactured or sold by them in the normal course of business and approved by ASCO for exhibition during the meeting.

### *Section 4.6(B) Unauthorized Access and Misuse of Badges*

False certification of individuals as exhibitor's representatives, misuse of exhibitor badges, or any other method of assisting unauthorized persons to gain access to the online and/or in-person exhibits, exhibit floor or meeting sessions will be just cause for expelling the exhibitor from the Exhibit Hall or removing his/her exhibit from the exhibit floor without obligation on the part of ASCO for refund of any fees.

### *Section 4.6(C) Activities on Behalf of Non-Exhibiting Firms*

The demonstration of products, linking to, advertising, and/or solicitation of business of any kind on behalf of non-exhibiting firms in any part of the meeting facility (including guest rooms, suites, educational and scientific meeting rooms, poster sessions, and function space) is strictly prohibited.

## **Section 4.7 Use of Contractors for Provision of Exhibit Space**

When required by local union agreements binding ASCO and/or the meeting facility, exhibitors shall employ only union labor (made available through the applicable official contractor) for the installation or dismantling of an in-person exhibit and in its operation. Such requirements, if applicable, will be stated in the Exhibitor Resource Center. An exhibitor using an outside contractor for the above work should employ only union display companies and, by the deadline established in the Exhibitor Resource Center, must complete the Notification of Intent to Use an Exhibitor Appointed Contractor Form located in the online Exhibitor Resource Center and supply evidence of adequate liability insurance coverage as required by ASCO. Exhibitor-appointed contractors (each an "EAC") must also comply with all applicable Related Requirements as well as the policies and procedures set forth by the meeting facility. All EACs are required to have their work and staging areas set up within their client's contracted space and not in any other area such as the aisles, loading docks, food court, posters, etc.

ASCO permits exhibitors and EACs to work specific hours outside of the published Exhibit Hall move-in and move-out times including Sunday and Memorial Day. The exhibitor or EAC will be responsible for scheduling union stewards/labor in advance and for paying for any hours worked during that time. Review the Exhibitor Resource Center for specific hours. Further details and regulations will be included in the Exhibitor Resource Center.

## **Section 4.8 Emergencies, Strikes, Embargos, other occurrences beyond ASCO's Control**

### *Section 4.8(A) ASCO Right of Termination*

ASCO may terminate any Exhibitor Agreement at any time due to Events Beyond ASCO's Control that would, in ASCO's sole discretion, make holding the relevant ASCO meeting or providing the in-person and/or online exhibit space inadvisable, illegal, or impossible. "Events Beyond ASCO's Control" for purposes of this Section 4.8 include, but are not limited to, acts of God, war, terrorism, the aftermath or consequences of terrorism, government law or regulation, code of conduct (such as the PhRMA or CMSS Codes), disaster, fire, civil disorder, strikes or other labor disagreements, curtailment of transportation facilities, widespread dissemination of an infectious or contagious disease, or any other circumstances

or situation beyond ASCO's reasonable control, including the aftermath or consequences of any such events, circumstances, or situation.

ASCO will not be responsible for any delays, damage, loss, increased costs, or other unfavorable conditions caused by or related to Events Beyond ASCO's Control, including but not limited to Events Beyond ASCO's Control that result in cancellation of an ASCO meeting, in whole or in part, rescheduling of an ASCO meeting, in whole or in part, or changing a planned in-person meeting to an online meeting, in whole or in part. In the event that an Exhibitor Agreement is terminated by ASCO for the reasons described in this Section 4.8(A), ASCO may do so without incurring any penalties, fees, payments, or liquidated damages except as specifically otherwise provided in Section 4.8(B).

#### **Section 4.8(B) *Prorated Refund***

Should ASCO terminate the Exhibitor Agreement as described in Section 4.8(A), the exhibitor waives any and all claims for penalties, fees, payments, or liquidated damages. ASCO may, in its sole discretion, determine to provide to exhibitor a prorated refund of exhibitor fees after deduction of ASCO's costs and expenses in connection with its preparation for and conducting of the Exhibit Hall, including a reasonable reserve for claims and other contingencies.

### **Section 4.9 Security**

ASCO will provide overall onsite security for the duration of an in-person meeting, but neither ASCO nor SPARGO, Inc. will indemnify exhibitors or their guests against loss and/or be responsible for loss of any exhibitor's or their guests' material by any cause. Each exhibitor and their guests must make provisions for safeguarding its own goods, materials, equipment, and display at all times. Exhibitors are encouraged to obtain, at their own cost and expense, insurance for all goods, materials, and equipment displayed in connection with an exhibit. Further details including insurance and security order forms are provided in the Exhibitor Resource Center for each meeting.

### **Section 4.10 Use of ASCO's Designated Housing Agent**

Exhibitors and their guests must use ASCO's designated housing agent, SPARGO, Inc., to procure housing for current and future in-person ASCO meetings and shall abide by the rules of the designated housing agent. Exhibitors or their agents must not negotiate blocks of hotel rooms directly with contracted ASCO participating hotels for current or future ASCO meetings, a list of which will be provided by SPARGO upon request. Exhibiting companies who do not utilize the designated housing agent to secure hotel rooms will be subject to a 10% surcharge on their exhibit space rental rate and will be billed accordingly.

### **Section 4.11 Cancellation by Exhibitor**

In the event of cancellation by an exhibitor, ASCO will charge cancellation fees, according to the schedule stated on the Application and Contract for Exhibit Space. Exhibitors acknowledge that such cancellation fees represent a reasonable effort on behalf of ASCO to prospectively calculate losses it will incur due to such cancellation, including but not limited to losses and damages due to reassignment of space, prior services performed, and opportunity costs. Such cancellation fees represent liquidated damages to ASCO.

ASCO must receive notification of the cancellation in writing. The date that the cancellation notice is received by ASCO will determine the assessment charges. In the event of either a full or partial

cancellation of space by an exhibitor, ASCO reserves the right to reassign canceled booth space, regardless of the cancellation assessment. Subsequent reassignment of canceled space does not relieve the canceling exhibitor of the obligation to pay the cancellation assessment. Payment of assessment charges must be received by ASCO within thirty (30) days of cancellation.

In the event of cancellation by an exhibitor, at no time can the amount paid for exhibit space fee be donated to or recognized as support for Conquer Cancer. Cancellation of exhibit space includes cancellation of registrations allotted with exhibit space. Cancellation of exhibit space also results in cancellation of any exhibitor-exclusive opportunities. This includes cancellation of meeting room rental, Industry Expert Theater participation, and in-hall advertising opportunities.

#### **Section 4.12 Exhibitor Payments**

Exhibitor fees are due according to the schedule stated on the Application and Contract for Exhibit Space. Failure to make payments does not release the contracted or financial obligation of Exhibitor. Any Exhibitor not in good standing with ASCO may not exhibit at future ASCO meetings.

#### **Section 4.13 Exhibitor Data**

ASCO shares exhibitor contact information, including email addresses, with official contractors for the purposes of fulfilling services. For more information, please email [exhibits@asco.org](mailto:exhibits@asco.org) or contact ASCO Exhibits at 571-483-1300.

#### **Section 4.14 Attendee Data**

Exhibitors must comply with all applicable laws and regulations regarding collection, transmission, storage, and use of personal information provided by meeting attendees. Exhibitors must make it clear to attendees visiting their in-person or online exhibit that personal information provided by attendees will be collected, transmitted, and/or stored, as applicable.

### **SECTION 5. MARKETING OF PRODUCTS AND SERVICES INSIDE OF THE EXHIBIT HALL**

ASCO offers a limited number of advertising opportunities for purchase in the Exhibit Hall (“in-hall advertising”). These may include aisle seating, floor stickers, banners, and/or table clings. In-hall advertising opportunities are available to exhibitors with contracted booth space.

Companies should review the sales listing to understand what is allowed for each opportunity. Exhibitors must submit final graphics for review and approval by ASCO prior to the deadlines as defined in the Exhibitor Resource Center.

All marketing must comply with [Section 8.1](#) of this Policy.

### **SECTION 6. MARKETING OF PRODUCTS AND SERVICES OUTSIDE OF THE EXHIBIT HALL**

Except as specified below, the only appropriate and acceptable venue for the distribution of advertising or marketing materials is the Exhibit Hall. Commercial firms and other organizations may not, for example, engage in marketing activities in local hotels or the area around the venue unless arranged through ASCO. At the meeting venue, marketing materials may not be offered, distributed, or displayed anywhere other than the Exhibit Hall unless a specific prior exception has been granted by ASCO.

Out-of-home (“OOH”) advertising (e.g., airport kiosks, billboards, wallscapes, transit shelters, door wraps, and window clings) and mobile advertising (e.g., advertising via buses, taxis, ridesharing vehicles, boats, planes, trucks, etc.) requires advance review and approval by ASCO and must be purchased through ASCO’s official OOH vendor. Consistent with [Section 8.1](#), OOH advertising may include one plain text use of full meeting or symposium name (e.g., “202# ASCO® Annual Meeting”) if necessary for context, however such plain text use may not be a prominent part of the advertisement, may not be larger than necessary (as determined by ASCO in its sole discretion), and may not be used in a way that suggests or implies the connection with, endorsement of, or sponsorship of an ASCO Entity in any way. OOH advertising may be company and/or product specific and may include exhibitor booth numbers. The use of any name, logo, or trademark of any ASCO Entity and/or related products and services is strictly prohibited without ASCO’s advance written consent, as set forth in [Section 8.1](#). All advertising copy must be submitted for advance approval.

As an organization jointly accredited by the Accreditation Council of Continuing Medical Education (ACCME), the American Nurses Credentialing Center (ANCC), and the Accreditation Council for Pharmacy Education (ACPE) to provide continuing education to health care professionals, ASCO maintains professional standards in relation to all events and activities at its meetings. In accordance with these accreditation standards, ASCO does not permit exhibitors to promote ASCO’s scientific or educational programs. Advertising, marketing materials, and product literature distributed inside or outside the Exhibit Hall must not contain any reference or links to specific posters or meeting sessions. Companies may advertise activities taking place in their booth as set forth in [Section 4.3\(I\)](#).

Exhibitors must submit a sample of all advertising or marketing materials related to ASCO’s meetings, including Annual Meeting or thematic meetings symposia, including but not limited to flyers, internet postings, emails, online advertisements, and postcards, to ASCO for approval subject to compliance with ASCO mailing list guidelines.

Exhibitors using their own mailing lists must submit the sample materials in advance to ASCO. For approval, please contact [exhibits@asco.org](mailto:exhibits@asco.org).

ASCO gives exhibitors the opportunity to purchase the pre- and/or post-meeting mailing list with ASCO approval. Exhibitors using a meeting list must submit the sample materials to ASCO’s official mailing list vendor (INFOCUS Marketing, [sales@infocusmarketing.com](mailto:sales@infocusmarketing.com)) who will process these requests and contact ASCO for approval. INFOCUS Marketing is the sole supplier of any of the ASCO mailing lists. Any such mailing list constitutes the confidential and proprietary property of ASCO and may not be used except as specifically permitted by a separate written agreement with ASCO.

All marketing must comply with [Section 8.1](#) of this Policy.

## **SECTION 7. PUBLIC RELATIONS**

Organizations planning online-only ancillary press events during a meeting are not required to coordinate their event with ASCO's Communications Office. Please note, however, that all press events such as media briefings, news conferences, press receptions, etc. are still required to comply with the specific meeting's embargo policy. We also respectfully request that any ancillary press events not compete with the timing of ASCO's official meeting press program.

In the case of meetings where ASCO is hosting both an in-person as well as an online component to the meeting, ASCO's policy for ancillary press events defaults to the in-person meeting policy directly below.

For in-person meetings, organizations planning ancillary press events are required to coordinate with ASCO's Communications Office. Ancillary press events such as media briefings, news conferences, press receptions, etc. are not permitted to be held onsite at ASCO meetings. Organizations may submit requests for hotel space to hold press events on meeting days; however, events must not conflict with the ASCO meeting, specified blackout times, or ASCO policies. Organizations wishing to hold an ancillary press event must submit an Ancillary Event Request for approval.

For Corporate and Institutional Press Releases associated with research being presented in its meetings, ASCO provides both an online and onsite display area. Onsite displays are reserved solely for those press releases that are directly related to abstracts being presented in that ASCO meeting. All news releases are required to prominently display the corresponding abstract number(s) and specific embargo date and time and must adhere fully to ASCO's embargo policies. ASCO does not approve or endorse the content of third-party press materials and will display these materials strictly as non-ASCO literature. Marketing/promotional materials are not permitted.

ASCO's Corporate and Institutional Public Relations Policies may be obtained through ASCO's website ([www.asco.org](http://www.asco.org)) or by contacting ASCO's Marketing and Communications Department at [CommPolicies@asco.org](mailto:CommPolicies@asco.org).

## **SECTION 8. LEGAL TERMS**

### **Section 8.1 Use of ASCO Entities Names and Trademarks**

All names, trademarks, service marks, brands, logos, designs, trade dress, slogans, and other designations of the ASCO Entities, and all of their related products and services (collectively "ASCO Trademark(s)") are the sole and exclusive property of ASCO. The use of an ASCO Trademark is strictly prohibited without the express, written permission of ASCO. The mere execution of an advertising and/or exhibit agreement does not constitute written permission. All advertising creative requires advance review and approval by ASCO.

Notwithstanding the above, Exhibitors and Other Organizations at ASCO Meetings may use ASCO's plain text name in (i) reference citations or (ii) as required in the disclaimer for signage and the disclaimer in other materials associated with ancillary events as set forth in the [Ancillary Event Space Guidelines](#).

Additionally, Exhibitors at a Meeting that are advertising their attendance as Exhibitors at the Meeting are permitted to use certain ASCO Trademarks. Such Exhibitor use is subject to the following permissions and restrictions:

- o The plain text name of the ASCO meeting or symposium may be mentioned one (1) time only in each communication for identification purposes and should be referred to as “20xx ASCO® Annual Meeting”, “20xx [insert name of Symposium]” or any other official name for an individual meeting as decided by ASCO in all advertising. The use of ASCO logos is prohibited for this purpose. The name of the ASCO meeting or symposium may not be (1) be part of a title or heading on any materials, (2) be prominently featured or listed first in any materials, or (3) used in a way that suggests or implies the endorsement or sponsorship of the meeting or symposium in any way.
- o Advertisers should use the full name of the meeting (20XX ASCO® Annual Meeting) wherever possible. Use of “ASCO 20xx” and/or “ASCOXX” is rarely permitted and must be specifically approved by ASCO, for each instance.
- o Use of ASCO related logos is prohibited unless part of “Exhibiting At” graphics provided to Exhibitors by ASCO in the Exhibitor Resource Center.
- o None of the ASCO Entity names may (1) be part of a title or heading on any materials, (2) be prominently featured or listed first in any materials, or (3) used in a way that suggests or implies the endorsement or sponsorship of an ASCO Entity in any way.
- o ASCO Trademarks, including the mark “ASCO”, may only be used in web URLs and links as slugs or subdirectories. Some examples include [www.companyname.com/ascoXX](http://www.companyname.com/ascoXX); [www.companyname.com/ascoj](http://www.companyname.com/ascoj); [www.companyname.com/ascogu](http://www.companyname.com/ascogu) .
- o Webpage titles, paid searches, Google Ads, mobile applications, or similar online functionality containing ASCO Trademarks are prohibited.
- o Use of ASCO in hashtags or other social media functions other than the official meeting hashtag may not be used in a way that violates this Policy or otherwise detracts from the scientific nature of the applicable meeting.

The use of any ASCO Trademark pursuant to an above exception in any materials, websites, or applications will be subject to review by ASCO for consistency and compliance with at least [Sections 4](#) and [8](#) of this Policy.

For further information about use of ASCO’s names and trademarks or for any questions, send an email to [exhibits@asco.org](mailto:exhibits@asco.org) or contact ASCO Exhibits at 571-483-1300. Violations of this trademark policy may result in exhibitors being assessed licensing fees, in addition to other remedies available to ASCO. If you are interested in licensing ASCO content, please contact [licensing@asco.org](mailto:licensing@asco.org).

## **Section 8.2 Compliance with Law, Regulations, and Exhibitor Agreement**

### *Section 8.2(A) General Requirements, Amendments*

This Policy is to be construed as a part of the Exhibitor Agreement and together, the Exhibitor Agreement and this Policy supersede any other agreement between ASCO and exhibitors regarding exhibit space during ASCO meetings, unless specifically provided in such other agreement. All interpretations, as well as answers to questions and matters not specifically covered by this Policy, will be decided by ASCO in its sole discretion. ASCO reserves the right to make any reasonable changes to this Policy, Related Requirements, or to the Exhibitor Agreement as necessary to ensure the health and safety of those in attendance and the orderly and appropriate operation of the Exhibit Hall. Exhibitors will be advised of any such changes by email and such changes will be equally binding on all parties affected and will take effect upon delivery of notice by ASCO.

### Section 8.2(B) *Safety and Access Laws*

Exhibitors must comply with all applicable laws and regulations, including rules of the meeting facility. Exhibitors should follow government guidelines under the Americans with Disabilities Act of 1990 when providing for access to exhibit space and/or the Web Content Accessibility Guidelines for online exhibit booths, platforms, portals, or websites. The exhibitor must strictly observe all applicable fire and safety laws and regulations. Cloth decorations must be flameproof. All electrical wiring and equipment installed must comply with the facility/local Electrical Code and Fire Department Regulations. Approved electricians reserve the right to refuse connections where wiring constitutes a safety hazard or does not meet the Electrical Code. If an exhibitor is found in non-compliance of the Code, approved electricians may be able to correct the fault and restore the booth to Code. This will be done on a time and materials basis at the exhibitor's expense.

Exhibits must not block aisles or fire exits. No combustible decoration, such as crepe paper, cardboard, or corrugated paper shall be used at any time. All packing containers, wrapping material, etc. are to be removed from the exhibit floor and may not be stored under tables or behind the exhibits. Flammable fluids and material must be kept in safety containers in compliance with facility and local fire department rules and regulations. Open flames, all LP Gases, and oxygen tanks (unless utilized specifically for health-related purposes) are not permitted.

### Section 8.2(C) *Liability for Damage to Property*

Exhibitors are liable for any damage to facility property caused by such exhibitors and/or their guests, including but not limited to damage to escalators, elevators, floors, walls, or columns, or to standard booth equipment, or to other exhibitors' property.

## **Section 8.3 Liability, Insurance, and Indemnification**

### Section 8.3(A) *Indemnification*

The exhibitor agrees to indemnify and hold harmless the American Society of Clinical Oncology, Inc., ASCO's contractors, the meeting facility, and each of ASCO's affiliates and the respective directors, officers, members, employees, agents, successors, and assigns of each ("ASCO Indemnities"), from and against any and all claims, demands, costs, and liabilities, including reasonable attorneys' fees and costs (collectively, "Claims") relating to or arising in connection with exhibitor's exhibit, exhibitor's use of in-person and/or online exhibit space, and any action or omission by exhibitor, its contractors, employees, or agents relating to any matter described in this Policy and the Related Requirements, except for any claims or liabilities (1) caused solely by the negligence or wrongful acts of the ASCO Indemnities, or (2) specifically excluded below.

### Section 8.3(B) *Exclusions from Liability*

The ASCO Indemnities shall not be liable to any exhibitor or its guests for any loss, injury, or damage resulting from the perils of fire, lightning, windstorm, cyclone, tornado, hail, riot, attending a strike, terrorism, widespread infectious or contagious disease, civil commotion, smoke, motor vehicle damage, or aircraft damage. The exhibitor shall not be liable to the ASCO Indemnities for any loss, injury, or damage resulting from the perils of fire, lightning, windstorm, cyclone, tornado, hail, riot attending a strike, terrorism, widespread infectious or contagious diseases, civil commotion, smoke, motor vehicle damage, or aircraft damage, except to the extent caused directly or indirectly by the exhibitor or its guests. The exhibitor must carry its own insurance in amounts adequate to cover such conditions and other acts of God. Notwithstanding any language to the contrary in this Policy or the Related Requirements, the exhibitor agrees to hold the ASCO Indemnities harmless from any Claims related to any loss, injury, or

damage resulting from the perils of fire, lightning, windstorm, cyclone, tornado, hail, riot, attending a strike, terrorism, widespread infectious or contagious disease, civil commotion, smoke, motor vehicle damage, or aircraft damage.

#### **Section 8.3(C) Insurance**

Exhibitors are responsible for obtaining insurance in such an amount as deemed necessary to comply with the obligations contained herein, and for exhibitors' own protection during the course of a meeting, including transit. Exhibitors shall, at their sole cost and expense, procure and maintain through the term of the Exhibitor Agreement the following insurance: Comprehensive General Liability insurance with limits not less than \$1,000,000 per occurrence, \$2,000,000 in aggregate including Contractual Liability and Products Liability coverage and Workman's Compensation in full compliance with all laws covering the exhibitor's employees. Such insurance must be in amounts adequate to cover indemnification for losses as set forth above. Proof of adequate insurance shall be provided to ASCO, or its agent or representative upon request through the online Exhibitor Resource Center no less than thirty (30) days prior to the first day of move-in of the meeting.

#### **Section 8.4 Attorneys' Fees, Governing Law, Jurisdiction**

The Exhibitor Agreement between the exhibitor and ASCO, of which this Policy is a part, shall be governed by the laws of the Commonwealth of Virginia, without regard to choice of law provisions. The exhibitor and ASCO consent to the exclusive subject matter and personal jurisdiction of the federal and state courts in Alexandria, Virginia, over any dispute arising under the Exhibitor Agreement or ASCO's enforcement of ASCO policies and standards. In the event that ASCO litigates to enforce its rights, it shall be entitled to reasonable attorneys' fees incurred in connection with a judgment obtained by it.

### **SECTION 9. REVIEW OF EXHIBITORS AND DISCIPLINARY ACTION**

ASCO may review the exhibit floor activities and online activities of exhibitors at any time. ASCO may deny an exhibitor access to or expel an exhibitor from the event without refund of any fees if, as determined solely by ASCO, such exhibitor has not complied in all material respects with policies, legal requirements, and terms and conditions of the Exhibitor Agreement, Related Requirements, and this Policy.

ASCO may take disciplinary action against a commercial firm or other individual or organization for any violation of this Policy, legal requirements, or the terms and conditions of any agreement with ASCO and Conquer Cancer. Disciplinary action is in ASCO's sole discretion. Violations may be handled informally through discussion between an ASCO representative and a representative of the violating organization. For instance, a policy violation may be corrected at a company's in-person and/or online exhibit booth during an ASCO meeting or during setup.

In rare cases, an exhibitor or other organization may be asked to leave an ASCO in-person and/or online meeting immediately due to egregious or uncorrectable violations, and the organization will comply with the request. Any person or organization who is dismissed from the meeting may request that ASCO review the matter, provided, however, that such dismissal will be effective immediately and will continue until and unless ASCO issues a contrary decision.

Where other disciplinary action is warranted (even, in some cases, where there has been an informal correction during a meeting), ASCO will first send the organization a written statement of the violation. The organization will have the opportunity to explain the circumstances in writing. After due

consideration of the organization's explanation, ASCO will impose the disciplinary action, if any, deemed appropriate in ASCO's sole discretion.

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

**These policies are reviewed annually by ASCO.**

**Questions regarding this Policy may be directed to:**

ASCO Exhibits Management  
2318 Mill Road, Suite 800  
Alexandria, VA 22314  
Phone: 571-483-1300  
Email: [exhibits@asco.org](mailto:exhibits@asco.org)