

# Exhibit Rules & Regulations

The following rules and regulations have been established to govern exhibitors and ensure a professional atmosphere for our attendees and exhibitors. They have been formulated in the best interest of the exhibitor, and we respectfully ask for full cooperation of the exhibitor in their observance. It is imperative that all exhibitors, exhibit designers, communication, and marketing firms, and other third parties acting on an exhibitor's behalf are aware of and adhere to the Nebraska Chapter rules and regulations. Exhibitors understand that when applying for virtual space they are bound by the rules and regulations that appear in the exhibitor prospectus.

Upon receipt of Online Exhibit Space Application, the Nebraska Chapter assumes that you have read the terms outlined below and agree to abide by these terms. Application is subject to acceptance by the Chapter. Written confirmation will be sent upon receipt of Online application and full payment.

**1. ELIGIBILITY TO EXHIBIT** – The meeting is intended for those companies that are related to the profession. Companies involved in providing education, supplies, and services to the medical profession, pharmaceuticals, instrumentation, practice management, publications, computer software, and so on. The Chapter reserves the right to determine the eligibility of any applicant as an exhibitor according to its Principles of Governing Corporate Support. With a limited number of exhibitors permitted, the Chapter reserves the right to deny exhibitors after the limit is reached.

All products must be directly related to the practice of surgery or medicine and approved by Chapter in its sole and absolute discretion. Exhibitor shall not exhibit products or services other than those described in the application and approved by Chapter.

A product that is an “investigational device or drug” must be clearly marked as such. Exhibitors must ensure that with respect to all such devices or drugs only permissible preapproved dissemination of scientific and educational information is provided at the exhibit and that appropriate disclosure and cautionary notices are included with the devices or drugs.

An exhibitor shall not in any manner directly or indirectly imply that the Chapter endorsement or approval of exhibitor's product or service has been given merely because Chapter approved such product or service for display as an exhibit.

Applications deemed ineligible by Chapter will be returned with full payment.

**2. EXHIBIT DATE** — Friday, May 17, 2024 from 3:00PM - 8:00PM

**3. EXHIBIT FEES** — One tabletop exhibit cost \$1,000 and includes one complimentary registration.

**4. CANCELLATION POLICY**— Cancellation must be received by Nebraska Chapter in writing. A refund, less a cancellation fee of \$300 per tabletop display is available up until Monday, May 6, 2024. After this date, no refunds will be granted. Funds cannot be applied to other opportunities.

**5. PAYMENT TERMS**— Payment in the amount of \$1,000 per tabletop exhibit must accompany the application for space. No applications will be processed without remittance of payment. Nebraska Chapter will charge credit cards the full \$1,000 per tabletop exhibit space requested for the 2024 Nebraska Chapter Annual Meeting. All applications received after Monday, April 1, 2024 must include full payment. No application will be processed without full payment after this date. Full payment is due by Monday, May 6, 2024. If payment is not received by this date, tabletop exhibit will be placed on hold until full payment has been received.

**6. EXHIBITOR REGISTRATION**— Each exhibiting company is entitled to two complimentary registrations. Substitutions are permitted.

**7. COMPANY DESCRIPTION FOR WEBSITE**— Each company will receive link to Company Description Form to complete for the Nebraska Chapter website. Details will be sent along with deadline.

**8. CHAPTER LOGO** — Use of the Chapter logo on signs or materials distributed is strictly prohibited without the written consent of Chapter. The use of logos, seals of approval, trademarks, or other similar property rights that are in disuse may not be used in connection with any product or service or advertising material displayed or disseminated at the exhibit

**9. FOOD AND DRUG ADMINISTRATION (FDA)**— All medical devices or pharmaceuticals exhibited must have fulfilled all applicable FDA regulations.

Non-Food and Drug Administration (FDA) Approved Drugs and Devices— Exhibitors are reminded that the FDA generally prohibits the advertising or other promotion of investigational or unapproved drugs and devices. The FDA also forbids the promotion of approved drugs or devices for unapproved uses. Unapproved Class III devices may be displayed only if they are the subject of an effective investigational device exemption (IDE). Class I or II devices that have not been approved by the FDA may be displayed only if they are the subject of a pending 510(k) premarket notification application.

Any investigational product (including any product subject to a pending 510(k)) that is displayed or graphically depicted within the exhibit must: contain only objective statements about the product; contain no claims of safety, effectiveness, or reliability; contain no comparative claims to other marketed products; display the statement “Caution: Investigational Devices. Limited to Investigational Use” in prominent size and placement; and not be sold or be the subject of order taking or name gathering until approved.

Signage that is easily visible is to be placed near the devices themselves and on any graphics depicting the device stating: “This device is not cleared by the FDA for distribution in the United States” or “This device is limited by Federal Law for investigational use only.”

**10. GIVEAWAYS**— Exhibitors are permitted to offer giveaway/raffles at their tables. All giveaway items must be approved by the Nebraska Chapter. Send email to [jvacha@fac.org](mailto:jvacha@fac.org) with list of giveaway items. Individual gifts in the general range of \$100 are acceptable. No gifts over \$100 are permitted. Exhibitors must follow the AMA Guidelines on Gifts to Physicians from Industry. Any gifts accepted by physicians individually should primarily entail a benefit to patients. Accordingly, textbooks, modest meals, and other gifts are appropriate if they serve a genuine educational function. Cash payments may not be offered. Exhibitors are solely responsible for notifying any winners, and alcohol is not permitted as a prize.

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**11. LIST RENTAL**— Exhibitors can purchase the pre or post attendee list. The cost is \$500 per list. The list includes mailing addresses only, no phone or email addresses. Additional Information will be sent in February.

**12. CONFIDENTIALITY** — The Nebraska Chapter and Exhibitor, on behalf of themselves and their respective agents and employees, agree not to use or disclose at any time any confidential information of the other party or its affiliated groups, unless expressly authorized in writing and/or required by law. Both parties acknowledge that the obligations undertaken in this Section will survive the termination or expiration of this Agreement.

**13. REGISTRATION AND ACCESS TO SCIENTIFIC SESSIONS** — All exhibitors must register to participate in the Nebraska Chapter Annual Meeting. Exhibitors receive full access to the sessions with registration. Exhibitors are not eligible to claim CME unless they register as a full conference attendee.

**14 FORCE MAJEURE** — The performance of this Agreement by either party is subject to acts of God, war, government regulation, disaster, fire, epidemic, threatened or imminent strikes, civil disorder, curtailment of transportation facilities, threats or terrorist attacks, or other similar occurrence beyond the control of the parties, making it illegal, impossible, or commercially impractical to carry on Exhibits or fully perform the terms of this Agreement. This Agreement may be terminated, or performance may be excused without penalty, for any one or more of such reasons by written notice from one party to the other.

**15. INDEMNIFICATION AND INSURANCE** — Each party agrees to indemnify and hold harmless the other, its agents, and employees from and against all claims, liabilities, and expenses, including reasonable attorneys' fees, arising from acts, omissions, or breach of this Agreement by the party or its agents or employees. The parties shall each maintain appropriate and sufficient insurance to cover their obligations under this Agreement.

**16. LICENSE OF INTELLECTUAL PROPERTY** — The Nebraska Chapter and the Exhibitor are each the sole owner of all right, title, and interest to The Nebraska Chapter and the Exhibitor's respective information, including such party's logo, trademarks, trade names, and copyrighted information, unless otherwise provided (collectively, "Intellectual Property"). The Nebraska Chapter and the Exhibitor hereby each grant to the other a limited, non-exclusive license to use certain of the granting party's Intellectual Property, including names, trademarks, and copyrights, in connection with promotion of the Virtual Exhibit Program.

**17. LIMITS IN LIABILITY** — In no event shall The Nebraska Chapter be liable to the Exhibitor for more than the amount paid under the Agreement.

**18. RELATIONSHIP OF THE PARTIES** — The Nebraska Chapter and Exhibitor agree that this Agreement is not intended to create any partnership, agency, joint venture, or employer/employee relationship of any kind; both parties agree not to contract any obligations in the name of the other or to use each other's credit in conducting any activities under this Agreement. The parties agree that exhibiting as part of the Exhibits does not constitute The Nebraska Chapter official endorsement, guarantee, acceptance, or approval of Exhibitor, its services, products, programs, or activities.

**19. TERM AND TERMINATION** — This Agreement is effective as of the date of last signature, and will terminate (i) upon conclusion of the post promotion of the Virtual Exhibits, or (ii) upon the occurrence of a material breach (including failure to make timely payments) by either party if such breach is not cured within thirty (30) days after written notice of such breach is received, or (iii) upon thirty (30) days' notice by The Nebraska Chapter to Exhibitor, with or without cause. In the event of termination for material breach by FCACS, or termination without cause by The Nebraska Chapter, The Nebraska Chapter will refund payments made by Exhibitor. Upon any termination of this Agreement, all rights, and privileges for use of the other party's Intellectual Property shall expire, and each party shall discontinue the use of the other party's Intellectual Property.

**20. MISCELLANEOUS** — This Agreement supersedes all prior writings or oral agreements and constitutes the entire agreement between the parties on the subject hereof; it may be amended only by a writing clearly setting forth the amendments and signed by both parties. This Agreement is binding on the parties, their successors, and assigns, provided that no party may assign this Agreement without the prior written consent of the other party. Either party's waiver of or failure to exercise any right provided for in this Agreement shall not be deemed a waiver of any further or future right under this Agreement. All notices required or permitted hereunder shall be in writing, sent to the parties at the addresses provided by the parties. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois.

**21. INTERPRETATION AND APPLICATION OF RULES AND REGULATIONS** — All matters and questions not specifically covered by these Rules and Regulations, are subject to the decision of Jacqueline Mitchell, Associate Director of Convention and Meetings, American College of Surgeons, and Jessica Vacha, Exhibits Manager, American College of Surgeons.

**EXHIBITS CONTACT** — Jessica Vacha, The Nebraska Chapter c/o American College of Surgeons, 633 N. St. Clair St., Suite 2200 Chicago, IL 60611 Telephone: 312.202.5254 Email: [jvacha@facs.org](mailto:jvacha@facs.org).