Technical Exhibitors Prospectus

ACS CLINICAL CONGRESS 2020

The Best Surgical Education. All in One Place.

facs.org/clincon2020

VIRTUAL

New extended dates! October 3–7
Clinical Congress 2020 has gone entirely virtual!

Traditionally, the in-person Clinical Congress attracts more than 8,500 surgeons from more than 40 different countries. Market research suggests that the virtual meeting will attract more attendees from an even wider geographical range.

The educational programming will take place live October 3-7 from 9:00 am to 5:00 pm CST. The exhibit hall will be live for registered attendees beginning Monday, September 28. The meeting platform will be accessible until December 1, 2020.

We hope you will join us for this brand-new version of Clinical Congress! We look forward to making Clinical Congress an even more valuable experience for our attendees, as well as an exciting and customer-rich marketplace for you.
Clinical Congress 2019 by the Numbers

43 countries represented, including U.S. and Canada
Total International Attendance: 17%

Top 10 Countries Represented
- MEXICO 275
- PHILIPPINES 270
- BRAZIL 109
- ITALY 104
- COLOMBIA 100
- BANGLADESH 88
- JAPAN 81
- CHINA 69
- UNITED KINGDOM 69
- INDIA 58

Specialty Total
- General Surgery 6,665
- Colon & Rectal 405
- Pediatric 267
- Thoracic 240
- Vascular 230
- Plastic 166
- Urological 95
- Otolaryngology 91
- Other 437
Total 8,596

Leads Generated 11,223

Exhibiting Companies 172
Total Exhibit Hours 22.5
Product Categories Represented Over 125
Leads Generated 11,223

Registration Category Attended
- MDs 6,705
- Residents 1,891
- Medical Students 685
- Affiliate, Allied Health, PhDs 382
10,578 attendees
12,370 including exhibitors and staff
9,663 surgeons and allied professionals
Why participate in the Clinical Congress 2020 Virtual Exhibit Hall?

We are committed to ensuring that the surgical community has access to the latest devices and resources to best serve patients. Here are just a few reasons why your company should partner with the American College of Surgeons (ACS) as part of our Virtual Exhibit Hall.

Increased global audience
We anticipate that this year’s meeting attendance will be greater than ever, as attending the meeting has never been easier and registration rates are very reasonable for all attendees. Our immersive virtual format will offer attendees quality education and an efficient way to learn about your products and services.

Cost savings
Your company will save thousands of dollars in travel costs, booth fees, and shipping charges. Our virtual environment will allow you to connect with medical professionals and decision makers who are actively seeking information and solutions to better serve their patients.

Prolonged visibility
Exposure to your products and services will not end when the live meeting is over. Our Virtual Exhibit Hall will remain active until December 1, 2020, which allows you more time for interactions and connection with potential customers.

Simple networking opportunities
A virtual meeting can make networking more accessible than at an in-person meeting. Instead of having to coordinate schedules or track down potential customers in a large convention center, virtual conference attendees will have many opportunities for direct communication, instant messaging, and impromptu conversations at the click of a button.

Effective lead generation
The new online platform will provide robust analytics. You will know exactly who you’re speaking with and how best to follow up with them.
Virtual Clinical Congress Exhibit Levels

<table>
<thead>
<tr>
<th>Exhibit Fee</th>
<th>Platinum $25,000</th>
<th>Gold $15,000</th>
<th>Silver $8,000</th>
<th>Bronze $4,200</th>
</tr>
</thead>
<tbody>
<tr>
<td>Clickable button with company logo on the Exhibit Hall web page leading to virtual booth</td>
<td>x</td>
<td>x</td>
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<tr>
<td>Link out to company's virtual booth hosted on external platform</td>
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<td>Website URL</td>
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<td>Company contact information</td>
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<tr>
<td>Company logo</td>
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</tr>
<tr>
<td>Banner ad at top of exhibit booth page</td>
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<td>Video quantity</td>
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<tr>
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<tr>
<td>PDF quantity</td>
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<td>2</td>
<td>1</td>
<td></td>
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<tr>
<td>Live chat with registered attendees</td>
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</tr>
<tr>
<td>&quot;Contact us&quot; button for attendees to e-mail company contact</td>
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<td>x</td>
<td>x</td>
</tr>
<tr>
<td>Exhibitor listing in Clinical Congress mobile app</td>
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</tbody>
</table>

Satellite Symposia ($15,000)

Available Time Slots (two concurrent symposia are available per time slot)

- **OCTOBER 5**
  - 7:00–8:00 am CST
  - 5:00–6:00 pm CST

- **OCTOBER 6**
  - 8:00–9:00 am CST
  - 5:00–6:00 pm CST

- **OCTOBER 7**
  - 8:00–9:00 am CST
  - 5:00–6:00 pm CST

These sessions will be pre-recorded and played live at the chosen time stated above, as well as on-demand until December 1, 2020. Sessions must be educational in nature and may not offer CME Credit. Non-exhibitors may host a Satellite Symposium and will be assessed a surcharge of 50 percent.
Basic Structure of an Exhibitor Booth (Attendee View)

1. Previous/next exhibitor booth
2. Corporate or product logo with link to exhibitor’s website
3. Social media links
4. Share Booth through social media
5. Promotional banner for product or corporation
6. Exhibitor representative with name, headshot, and title
7. Booth rep contact options: vCard, e-mail, OR live chat
8. Live chatroom
9. Resources with links to product information PDF handouts, websites, and sponsored symposia invitations
10. Videos
Exhibitor Rules and Regulations

The below rules and regulations have been established to govern exhibitors and ensure a professional atmosphere for our attendees and exhibitors. Exhibitors understand that when applying for virtual space they are bound by the rules and regulations that appear in the exhibitor prospectus as well as all other ACS material.

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 ACS rules and regulations.

ELIGIBILITY TO EXHIBIT

Products and services must be related to the research or practice of surgery, and companies must be in good financial standing with the American College of Surgeons. The American College of Surgeons reserves the right to refuse space to any company who has failed to fulfill its financial obligations to the ACS and/or whose products or services, in the judgment of the ACS, do not meet the educational, scientific, or practice needs of our members and attendees.

VIRTUAL EXHIBIT DATES

Exhibits will be available for viewing beginning Monday, September 28. Exhibitors are expected to be available for live chats from 8:30 am to 5:30 pm CST during the below days.

- Monday, October 5
- Tuesday, October 6
- Wednesday, October 7

Please note that educational programming will take place Saturday, October 3 and Sunday, October 4. The education taking place over these dates will focus mainly on Scientific Forums, the Young Fellows Association, and the Resident and Associate Society. Exhibitors are welcome to be available within their virtual booths on these dates, as well. The virtual meeting, including the exhibit hall, will be accessible until December 1, 2020.

FULL PAYMENT

Exhibitor agrees to pay ACS in the amounts and by the deadlines set forth. Full payment is due no later than, Wednesday, September 2, 2020. If payment is not received by the deadline(s), the exhibitor may forfeit the opportunity to exhibit. Companies paying their balance due after Wednesday, September 2, 2020, lose half of the priority points earned for Clinical Congress 2020 Virtual and are assessed a late fee of 3 percent of the total cost of the virtual exhibit. No company can participate unless full payment for a virtual booth has been received. The payments under this Agreement shall constitute payment solely for the virtual exhibit program as described in this exhibitor prospectus. Access to the exhibitor portal will only be given once full payment is received.

CANCELLATION POLICY

Cancellation must be received by ACS in writing. A refund, less a cancellation fee of 25 percent of the total virtual exhibit price, is available until Wednesday, September 2, 2020. After this date, no refunds will be granted. Funds cannot be applied to other opportunities.

VIRTUAL FOCUS GROUPS

Virtual focus groups are allowed outside of educational programming hours Saturday–Wednesday, 9:00 am–5:00 pm. Exhibitors may advertise the focus group within the booth or purchase additional advertising opportunities to gain participants.

ADVERTISING

Advertising opportunities are available through TriStar Media. The rate card outlines all offerings and has been updated to encompass many virtual opportunities. To secure advertising, please contact Brennah Tate at btate@tristarpub.com or 913-491-4200, ext. 482.

All exhibitors must adhere to all applicable regulations, guidelines, and rulings of the FDA. Exhibitors who do not have products approved by the FDA must either have notation distinguishing their booth as “For International Attendees Only" or “For Investigational Purposes Only.” ACS does not endorse or promote any products or services related to an exhibit, and exhibitors cannot suggest otherwise.

Exhibitors will not, either prior to, during, or after exhibiting, use the American College of Surgeons taglines, trademarks, or trade names, or service marks without permission from ACS.
VIRTUAL BOOTH MATERIALS
All booth materials will be due by Friday, September 11. Exhibitors will have access to an online portal for easy uploading. The portal will be made available once full payment is received.

BOOTH ACTIVITIES
No accredited continuing education activity (in other words, for which CME or CEU certification is awarded) may be conducted in the exhibit booth. No promotion of a CME-accredited ACS educational session is allowed from the virtual booth. Official virtual Satellite Symposia and Innovation Theater sessions may be promoted from your virtual booth.

An exhibitor giveaway should be educational or modest in value and cannot exceed $100 in value. A promotional giveaway request must be sent via e-mail to Kate Poetker at kpoetker@facs.org and approved by the ACS. Prizes, contests, and/or lotteries are permitted; however, such activities must be approved by the ACS prior to the virtual conference. Exhibitors are solely responsible for notifying any winners, and alcohol is not permitted as a prize.

CONFIDENTIALITY
ACS 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.

REGISTRATION AND ACCESS TO SCIENTIFIC SESSIONS
Though free to attend, everyone must register to participate in Clinical Congress 2020 Virtual.
Exhibitors receive full access to the live meeting, including scientific sessions, with registration. CME is not available to those registered solely as exhibitors, however. In order to obtain CME, a person must register as a general attendee.

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 the Virtual 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.

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.

LICENSE OF INTELLECTUAL PROPERTY
ACS and the Virtual Exhibitor are each the sole owner of all right, title, and interest to ACS’ and the Exhibitor’s respective information, including such party’s logo, trademarks, trade names, and copyrighted information, unless otherwise provided (collectively, “Intellectual Property”). ACS 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.

LIMITS IN LIABILITY
In no event shall ACS be liable to the Exhibitor for more than the amount paid under the Agreement.

RELATIONSHIP OF THE PARTIES
ACS 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 Virtual Exhibits does not constitute ACS’ official endorsement, guarantee, acceptance, or approval of Exhibitor, its services, products, programs, or activities.

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 ACS to Exhibitor, with or without cause. In the event of termination for material breach by ACS, or termination without cause by ACS, ACS 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.

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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.

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 Kate Poetker, Senior Exhibits Coordinator, American College of Surgeons. The ACS is a member of the Professional Convention Management Association (PCMA), the International Association for Expositions and Events (IAEE), and the HealthCare Convention & Exhibitors Association (HCEA).