

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 rules and regulations. Exhibitors understand that when applying for exhibit space they are bound by the rules and regulations that appear in the exhibitor prospectus.

Upon receipt of Online Exhibit Space Application, it is assumed that you have read the terms outlined below and agree to abide by these terms. Application is subject to acceptance by ACS Quality, Safety, & Cancer (QSCC). 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. QSCC 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, QSCC 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 QSCC in its sole and absolute discretion. Exhibitor shall not exhibit products or services other than those described in the application and approved by QSCC.

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 QSCC endorsement or approval of exhibitor's product or service has been given merely because QSCC approved such product or service for display as an exhibit.

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

2. EXHIBIT DATE — Friday, July 31, 2026, Saturday, August 1, 2026, and Sunday, August 2, 2026. Exhibits must be staffed during the exhibit hours. Any space not occupied by 8:00 AM on Friday, July 31, 2026, will be forfeited by the exhibitor. Displays may not be dismantled or any packing begun before 11:00 AM Sunday, August 2, 2026.

3. EXHIBIT FEES —	Basic	Standard	Elite	Premier
Price	\$2,800	\$3,500	\$5,000	\$10,000
Booth	10x10	10x10	10x10	10x20
Registrations	1	2	4	6
Pre-attendee list	no	yes	yes	yes
Post-attendee list	no	no	yes	yes
Mobile app banner ad	no	no	no	yes
Max number of exhibitors	no	no	no	5

4. CANCELLATION POLICY— Written notification of a space cancellation must be received by ACS on or before Friday, July 3, 2026, to be eligible for a refund. A \$500 service charge will be assessed for each cancellation space. No refunds will be given after Friday, July 3, 2026.

5. PAYMENT TERMS— Payment in the full amount per tabletop exhibit must accompany the application for space. No applications will be processed without remittance of payment. QSCC will charge credit cards the full exhibit fee amount per tabletop exhibit space requested for QSCC Annual Meeting. All applications received after Friday, July 3, 2026 must include full payment. No application will be processed without full payment after this date. Full payment is due by Friday, July 3, 2026. 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 the complimentary registrations listed under the exhibit level chosen. Substitutions are permitted. Additional badges can be purchased for \$750 each.

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

8. QSCC LOGO — Use of the QSCC logo on signs or materials distributed is strictly prohibited without the written consent of QSCC. 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 QSCC. Send email to jvacha@facs.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. CONFIDENTIALITY — QSCC 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.

12. REGISTRATION AND ACCESS TO SCIENTIFIC SESSIONS —

For those Exhibitors interested in attending educational sessions, attendance in general sessions is permitted if space is available after the start of the session. However, Exhibitors are not permitted to market, sell, or leave print materials in any of the session rooms. Should an Exhibitor want to claim CME, they must be registered as a general attendee.

13. 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.

14. 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.

15. LICENSE OF INTELLECTUAL PROPERTY — QSCC and the Exhibitor are each the sole owner of all right, title, and interest to QSCC and the Exhibitor's respective information, including such party's logo, trademarks, trade names, and copyrighted information, unless otherwise provided (collectively, "Intellectual Property"). QSCC 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.

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

17. RELATIONSHIP OF THE PARTIES — QSCC 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 QSCC official endorsement, guarantee, acceptance, or approval of Exhibitor, its services, products, programs, or activities.

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

19. 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.

20. 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 Coordinator, American College of Surgeons.

EXHIBITS CONTACT — Jessica Vacha, c/o American College of Surgeons, 633 N. St. Clair St., Suite 2200 Chicago, IL 60611
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