

2017 EXHIBITOR Rules & Regulations

Interpretation of Rules

The following Rules and Regulations are part of the contract between the exhibitor and the Scoliosis Research Society (SRS). All matters not covered in these Rules and Regulations shall be referred to SRS for adjudication and the decision of SRS shall be final. These Rules and Regulations may be amended at any time by SRS and all the amendments so made shall be binding upon the exhibitor equally with these Rules and Regulations, and shall become a part thereof, providing the exhibitor is notified of the amendments. Notice may be verbal or in writing before or during the 24th IMAST, and may be given to any authorized agent or representative of the exhibitor.

Payment

Payment in full must accompany the exhibit application in order for space to be assigned. Submission of an application form does not guarantee booth assignment. Exhibitors are NOT required to give educational grants to IMAST to reserve exhibit space.

Booth Assignments

Booths will be allocated on the following basis and order:

1. Numbers of booths requested
2. Number of booths occupied at the 2014, 2015 and 2016 IMAST meetings (based on space)
3. Date of receipt of exhibitor application
4. Total support dollars contributed in 2016
5. Space availability

SRS reserves the right to change the exhibit floor plan if conflict arises regarding space requests or conditions that are beyond SRS's control. SRS reserves the right to locate exhibitors demonstrating loud apparatus, conducting odor producing activities or containing other disagreeable features in an area where the noise or aroma will not interfere with other exhibits. SRS reserves the right to determine at what point sound, odor, etc. interferes with others and must be discontinued. Exhibitors with such equipment must agree to accept space assignments, which will abate reasonable objections to these annoyances. X-ray equipment may be exhibited but not operated. SRS reserves the right to relocate an exhibitor at any time, with the understanding that if the exhibitor does not agree with such relocation to the extent that the exhibitor cannot participate in IMAST the deposit and/or payment for exhibit space will be fully refunded.

The exhibit floor plan has been designed to maximize the amount of exhibit space. If none of the requested booths are available, space will be assigned based on the available booths and booth type requested, not location. Additional island booths will be created at the discretion of SRS. If selected exhibit space is not available, SRS will assign the best available space. SRS reserves the right, in its sole discretion, to allocate space on any other basis it deems appropriate.

Subletting of Space

The subletting, assignment or apportionment of the whole or any part of an exhibitor's space by the exhibitor is prohibited. Exhibitors may not advertise or display goods in their exhibit other than those manufactured or sold by them in the regular course of their business. Exhibitors may not permit any other party to exhibit in their space any goods other than those manufactured or distributed by the contracting exhibitor.

Refund for Cancellation

Requests for cancellation of exhibit space must be made in writing. Written cancellations received on or before February 28, 2017, will receive a full refund, less a 25% administrative fee. Cancellations received after February 28, 2017, will forfeit the entire cost of the booth.

Demonstration and Liability

Distribution of promotional materials by the exhibitor must be confined within the bounds of the exhibitor's assigned exhibit space and shall not interfere with aisle space. If the premises of the facility are defaced or destroyed by the exhibitor, its agent, or representatives, the exhibitor will be liable to the facility for such an amount as shall be deemed necessary for restoration to the previous condition. No representative of the Cape Town International Convention Centre has been or is authorized to make any representation, which varies from the express terms of this contract, though the contract may be supplemented in writing. In any legal action or arbitration or other proceeding brought on account of a breach of any provision of this Agreement, the prevailing party shall be awarded its attorney's fees and other cost incurred in such action or proceeding, in addition to any other relief to which it may be entitled. Any modifications or changes to this Agreement must be made in writing, and signed by both parties hereto.

Distribution of Printed Materials and Canvassing by Industry

Canvassing in any part of the facilities used by SRS (Cape Town International Convention Centre) is strictly forbidden and anyone doing so will be asked to leave the meeting. Distribution of advertising or printed material by the exhibitor outside the exhibitor's allotted space will not be permitted unless the distribution or advertising is organized by SRS. No exhibiting materials or equipment are permitted outside of the Exhibit Hall or Workshop rooms. These rules begin at 7:00 on Wednesday, July 12 and continue through the end of the meeting on Saturday, July 15, 2017.

Fire Regulations

All material used in the exhibit must be flame proofed and fire resistant in order to conform to local fire ordinances and in accordance with the regulations established by the Cape Town International Convention Centre. Flammable materials such as highly flammable plastics, paper, cardboard or reed matting may not be used for stand construction or facing, or for decorative purposes. Naked flames, cooking appliances, lasers and gas cylinders of all kinds are prohibited. Fire protection equipment such as hand-held fire extinguishers, fire alarms (push-button alarms) and hydrants must always be visible and accessible, and may not be obstructed or obscured from view. The fire doors must also be kept free and accessible. Storage of empties and packaging in and behind stands is prohibited.

Purpose of Exhibit

The sole purpose for contracting exhibit space is to display equipment, supplies, and/or services.

Booth Construction and Arrangement

All exposed parts of displays must be finished so as to present an attractive appearance when viewed from the aisles or from adjoining exhibits. If other exhibitors object to any exposed portions of a display, the exposed portions will be draped or concealed by SRS and billed to the exhibitor.

Booth Conduct

SRS reserves the right to approve all exhibits and activities related thereto. SRS may require that an exhibit be curtailed if it does not meet the standards set forth herein, if it reflects against the character of IMAST or if it exceeds the bounds of good taste as interpreted by show management. An exhibitor of questionable exhibit or activity relating thereto must submit a description of the exhibit or activity with the exhibit application approval.

Inspection of the exhibit area will be made during installation hours. An effort will be made to advise exhibitors of any deviation from the rules at that time. Exhibitors must make all corrections requested by show management at their own expense or risk removal from the exhibition without notice and without obligation on the part of SRS for any refund whatsoever. SRS reserves the right to expel or refuse admittance to any representative whose conduct is, in its opinion, not in keeping with the character and/or spirit of IMAST. Exhibit personnel may not enter another exhibitor's booth without obtaining permission. Lingering in the aisles surrounding another exhibitor's booth for the purpose of obtaining product information or distracting other booth personnel is strictly prohibited and may be cause for expulsion. An exhibit booth may not be photographed or videotaped without the permission of the legitimate occupants of that booth, except by SRS staff for archival or promotional purposes. SRS does not in any manner endorse any of the products or services related to the exhibits, which have been accepted for display during IMAST. Exhibitors may not sell any food or beverage on the exhibit floor. Distribution of any literature outside of an exhibitor's own space is prohibited. No procedures may be performed on any live tissue on the exhibit floor.

No Smoking

The Cape Town International Convention Centre and all IMAST activities are smoke-free.

Children

Children under 18 years of age will NOT be permitted to enter the exhibit area at any time during the meeting, including the installation and dismantling of exhibits.

Handouts and Giveaways

Distribution of samples of products and souvenirs of modest value is permissible as long as such giveaways adhere to the guidelines set forth by AdvaMed regarding Educational Items and Prohibition of Gifts. Approval of samples must be obtained from SRS prior to IMAST. Distribution of such products or souvenirs will be allowed, provided it is done in a dignified manner, does not create a nuisance, and causes no interference with adjoining exhibits. Unapproved items will be removed from the exhibit floor. For approval, send a sample of all giveaways and handouts to:

Meetings Team
Scoliosis Research Society
555 E. Wells Street, Suite 1100
Milwaukee, WI 53202
Phone: 414-289-9107
Email: corporatesupport@srs.org
(Samples will not be returned)

Contests, Raffles and Drawings

Approved contests, drawings or raffles must comply with AdvaMed guidelines, local and federal laws governing such contest, raffles or drawings and have prior approval of SRS. The rules must be posted at the booth and include: eligibility, date and time of drawing, the words "no purchase necessary to enter," odds of winning, how winners are notified, how participants can find out who won, etc. The exhibitor must agree to indemnify SRS, its Board of Directors, employees and vendors in the event of any claims arising from the operation of the event. SRS must be notified of the winners and when the prize was awarded. SRS reserves the right to restrict contest, drawings or raffles that it deems inappropriate or unprofessional.

Security

SRS and the Cape Town International Convention Centre will secure all entrances to the exhibit hall during non-exhibit hours, beginning at 21:00 on Tuesday, July 11, 2017 through 18:00 Friday, July 14, 2017, allowing entrance by SRS and Cape Town International Convention Centre staff only. Neither SRS nor the Cape Town International Convention Centre will be held responsible for any loss or damage to the exhibitor's property. Exhibitors must take precautions to protect their property against pilferage.

Insurance

The exhibitor acknowledges that none of SRS, Official Service Contractor/Decorator nor the Cape Town International Convention Centre shall be obligated to maintain property, liability or business interruption insurance covering the exhibitor. It is the sole responsibility of the exhibitor to obtain such insurance and the exhibitor must do so at his/her own expense.

Liability/Hold Harmless Agreement

The exhibitor assumes all responsibility and liability for and agrees to protect, defend, indemnify, save and hold forever harmless SRS, Official Service Contractor/Decorator, the Cape Town International Convention Centre and their respective agents, servants, employees, representatives, successors and assigns, from any and against all claims, demands, causes of action, damages, costs and expenses, including attorneys' fees, for injury to person or damage to property, including theft, misappropriation, or loss of property, arising out of or in conjunction with the exhibitor's occupancy or use of the Cape Town International Convention Centre and its facilities, including but not limited to the installation, maintenance, and removal of the exhibit, and from and against any penalty, damages or charges imposed for the violation of any law, ordinances, or regulations arising out of or in conjunction with the exhibitors occupancy or use of the Cape Town International Convention Centre and its facilities, including but not limited to the installation, maintenance, and removal of the exhibit, and from and against any penalty, damages, or charges imposed for the violation of any law, ordinances, or regulations arising out of or in conjunction with the exhibitors occupancy or use of the Cape Town International Convention Centre and its facilities, resulting from the negligent act or acts of its employee(s), or products. The exhibitor waives any and all claims it may have against any or all of the Official Service Contractor/Decorator and their respective agents, employees, representatives, successors and assigns for injury and damage to persons or property, including theft, misappropriation or loss of property, arising out of or in conjunction with IMAST and the use of the Cape Town International Convention Centre and its facilities, except as may arise solely from the gross negligence of one of the foregoing parties. The exhibitor further waives any claim against SRS and its agents, employees, representatives, successors and assigns, arising out of the oral or written publication of any statement made in connection with IMAST by anyone not an employee of SRS concerning the exhibitor or his/her exhibit. In the event that the Cape Town International Convention Centre or any portion thereof is destroyed or damaged by fire other calamity so as to prevent the use of the premises for the purposes and during the period of the exhibit or in the event IMAST, the Cape Town International Convention Centre, or Official Service Contractor/Decorator cannot use or occupy the premises because of strikes, acts of God, national emergency or other causes beyond their control, the exhibitor's right to exhibit lease shall terminate and the exhibitor hereby waives any claim it may have against any of the foregoing parties by reason of such termination, except that if such event occurs prior to July 11, 2017, the opening day of the meeting, SRS shall refund the prepaid fee to the exhibitor.

Industry Events

No entertainment functions, meetings, courses or social functions may be scheduled to conflict with IMAST program hours, activity hours or exhibit hours. Entertainment and social functions must be in good taste and conform to the purpose of the meeting. Exhibitors and supporters must obtain prior approval by SRS of all special activities (entertainment, educational, social, promotional, etc.) for the period beginning Wednesday,

July 12 through Saturday, July 15, 2017. Please refer to the IMAST Affiliate Function Space Guidelines on page 34. Neither the Cape Town International Convention Centre nor any of the IMAST headquarters hotels will make arrangements for function space without having received written approval from SRS. Announcements and invitations addressed to members of the medical profession concerning such industry events should clearly indicate the name(s) of the corporate supporter and must in no manner imply directly or indirectly that the event is a part of, or an official activity of, SRS.

Pre-Courses

SRS will prohibit any company from exhibiting at IMAST who runs a pre-course prior to the 24th IMAST.

Setting up the Exhibit Booth

The assembly of the stands is the responsibility of the organizers. All stands must be set up prior to start of the meeting at 2:00pm on Wednesday, July 12. Any booths not set by this time will be asked to remove all crates, boxes and unnecessary items for the booth space and will be asked to set up after the Welcome Reception on Wednesday, July 12. Any additional setup fees or convention center labor will be the responsibility of the organizer. When setting up the booth please keep in mind the following:

1. Respect the boundaries of your assigned space. Space in the walkways may not be used.
2. The height limit for all exhibits is 3m; all booths over 3m will be required to submit a structural engineers certificate to the CTICC safety officer.
3. Companies may not move or alter any signs or furniture placed by the organizer.

Additional set up and dismantling information including a detailed timeline, will be distributed to all exhibitors in spring 2017.

Publicity and Advertising

The use of the name and logo of the Scoliosis Research Society and the branding for the 24th IMAST may not be used in company signs, advertising or any promotions.