

Exhibit Rules & Regulations

**STS 56th Annual Meeting
New Orleans Ernest N. Morial Convention Center, New Orleans, Louisiana
January 26–28, 2020 (the “Exhibition”)**

1. General

All matters and questions not covered by these Exhibit Rules & Regulations are subject to the decision of The Society of Thoracic Surgeons. In the event of any such decision being of general interest, written notice will be given by the Society to exhibitors that may be affected. The words “the Society” used herein shall mean The Society of Thoracic Surgeons, its directors, officers, agents, and employees acting for the management of the Meeting and Exhibition. The word “Exhibitor” used herein shall mean a company or organization that has entered into a contract (“Contract”) with the Society for exhibit space at the Exhibition, including its owners, officers, employees, and representatives.

2. Assignment of Booth Space

At the time of booth assignment, the Application for Exhibit Space will be completed and signed by the Society, converting it into a binding contract that will be provided by the Society to the Exhibitor.

Booth space will be assigned to current exhibitors on a Priority Point System basis (see below) at the 2019 STS Annual Meeting. After the 2019 STS Annual Meeting, Exhibitor applications received from prospective exhibitors will be recorded in order of their receipt.

While the Society attempts to accommodate Exhibitor location and other preferences, such accommodations cannot be guaranteed. In the event of a conflict regarding space or other material conditions, the Society shall have the right to assign space to the Exhibitor, rearrange the floor plan, and/or relocate any exhibit at any time before or during the period of exhibition.

Priority Point System

Priority points for space assignments will be earned at the end of the show and applied to the next year’s booth assignment. One point will be earned for every 100 square feet of exhibit space at the 2019 STS Annual Meeting. Complimentary booths are not included in the Priority Point System. Priority points also will be awarded to exhibitors who complete the 2019 Annual Meeting exhibitor survey that is distributed via email after the meeting. Priority points may be lost if an exhibitor violates the Exhibit Rules & Regulations. Each violation will result in the loss of 10% of total points banked.

If an exhibiting company merges with, buys, or is bought by another company, the highest number of points accumulated by either company will be used as the priority point total. Points will not be combined to determine the company’s priority status.

3. Exhibit Dates and Hours

The exhibition area will be open:

Sunday, January 26, 2020 — 4:30 p.m. – 6:30 p.m.

Monday, January 27, 2020 — 9:00 a.m. – 4:30 p.m.

Tuesday, January 28, 2020 — 9:00 a.m. – 1:30 p.m.

(All times noted here and elsewhere in this document are Central Time. Exhibition times are subject to change.)

4. Installation of Exhibits

Installation of exhibits will commence on Thursday, January 23, 2020, at 8:00 a.m. All exhibits must be fully installed by 5:00 p.m., Saturday, January 25, 2020. After this hour, no installation work will be permitted without special permission from the Society.

5. Removal of Exhibits

All exhibits must remain intact and staffed until 1:30 p.m., Tuesday, January 28, 2020, and may not be dismantled or removed until that time. Exhibits should be packed and ready to move no later than 2:00 p.m., Wednesday, January 29, 2020.

6. Reservation and Occupation of Exhibit Space

Exhibit space for the STS 56th Annual Meeting not fully paid for by Friday, August 16, 2019, is subject to cancelation or reassignment at the option of the Society without obligation to refund any deposit monies previously received.

Any space not claimed and occupied by 5:00 p.m., Saturday, January 25, 2020, will be resold or reassigned by the Society with no obligation on the part of the Society to refund any portion of the payment received for booth rental. Exhibitor may not assign or sublet any space and may not advertise or display goods other than those manufactured or sold by it in the regular course of its business.

7. Cancelation and Deposits

Cancelation of exhibit space must be directed in writing to the Society. The following rules apply:

A. If Exhibitor cancels or downsizes on or before June 6, 2019, a processing fee equal to 5% of the total cost of the previously contracted booth space will apply.

B. If Exhibitor cancels or downsizes between June 7, 2019, and August 16, 2019, Exhibitor will forfeit the 50% deposit on total contracted booth space.

C. If Exhibitor cancels or downsizes after August 16, 2019, Exhibitor will be responsible for 100% payment of the total contracted exhibit space. No refunds will be issued after August 17, 2019.

8. Selling of Products

Business activities of the Exhibitor are to be conducted within the Exhibitor's contracted booth space only. Interviews, demonstrations, and the distribution of literature or samples must be made within the area assigned to the Exhibitor. Canvassing or distributing of advertising matter outside the Exhibitor's own space will not be permitted.

The sale of products and services will be allowed on the exhibit floor provided that such sales are conducted in a professional, business-like manner, in accordance with STS guidelines, and Exhibitor complies with all state and local tax regulations and the convention center's rules and regulations. No signage or advertising of product pricing will be allowed. STS reserves the right to restrict sales activities that it deems inappropriate or unprofessional. No sales or solicitation will be permitted in any STS Annual Meeting space other than the Exhibit Hall and Exhibitor's assigned booth.

9. Booth Construction and Arrangement

Each exhibitor is provided with an official Exhibitor Service Kit. The Exhibitor Service Kit describes the type and arrangement of exhibit space and the standard equipment provided for booth construction. All booth space must be arranged and constructed in accordance with the guidelines, provisions, and limitations contained in the Exhibitor Service Kit. If, in the sole opinion of the employees of The Society of Thoracic Surgeons acting for the management of the Meeting and Exhibition ("Show Management"), any exhibit fails to conform to the Exhibitor Service Kit guidelines, or the provisions set forth herein, such exhibit will be prohibited from functioning at any time during the exposition. Exhibits not conforming may be dismantled or modified, at cost to the Exhibitor.

Booth construction plans and layout arrangements for exhibits in peninsula or island booth spaces, or involving other unusual construction features, must be submitted for approval at least sixty (60) days prior to the opening of the exposition.

Exceptions are subject to the Society's approval, and requests must be made in writing at least 60 days prior to the start of the Exhibition.

10. Animal Tissue

The use of animal tissue will be considered if a written request detailing the types of tissue and preservation methods to be used prior to and during the meeting is submitted to the Society at least 30 days before the start of the Exhibition. All animal tissue must be turned over to the Official Service Contractor for disposal. Exhibitors may not use microorganisms to demonstrate the efficacy of any product. Under no circumstances may human tissue of any kind be used.

Exhibitor shall protect, indemnify, hold harmless, and defend the Society and the Official Service Contractor, their officers, directors, agents, and employees against all claims, liabilities, losses, damages, and expenses, including reasonable attorneys' fees and costs of litigation, arising from or in any way connected with the use of animal tissue by Exhibitor, provided that the foregoing shall not apply to injury, loss, or damage caused by or resulting from the negligence or willful misconduct of the Society or the Official Service Contractor, their officers, directors, agents, or employees. Exhibitor shall have or obtain insurance in an amount sufficient to completely cover this indemnification obligation in addition to all other indemnification obligations contained in these Exhibit Rules & Regulations and may be required to provide proof of such insurance to the Society prior to the Society's approval of the use of animal tissue by the Exhibitor.

11. Hazardous/Medical Waste

Exhibitor assumes responsibility and any liability for removal or disposal of any material considered to be hazardous/medical waste material. (Note: Disposal of animal tissue is addressed in section 10.) Exhibitor also agrees to conform to any local ordinances and regulations concerning the disposal of hazardous/medical waste. Any and all costs incurred in the removal of hazardous/medical waste from the exhibit facility will be the sole responsibility of the Exhibitor.

12. Sound

Exhibits that include the operation of musical instruments, radios, sound projection equipment, or any noisemaking machines must be conducted or arranged so that the noise resulting from the demonstration will not annoy or disturb nearby exhibitors and their patrons, nor cause the aisles to be blocked. Operators of noisemaking exhibits must secure approval of operating methods before the exhibit opens. Show Management shall be the sole judge of what constitutes appropriate sound levels.

13. Care of Exhibit

Exhibitor shall care for and keep in good order its occupied space. Special cleaning and dusting of booth, display equipment, and material will be the Exhibitor's responsibility. Exhibitors may not place anything in the aisles during the open hours of the Exhibition.

14. Registration and Badges

Exhibitor shall register all of its personnel in advance and may register only those of its employees and its independent contractors who are directly engaged in Exhibitor's onsite booth activities. Any additions or changes in registration made during the Exhibition must be certified by an officer of the Exhibitor or by the person in charge of the Exhibitor's booth space.

Admission to the Exhibition will be by badge only. Each exhibiting company will be allotted three complimentary badges per 100 square feet of booth space. Official badges are not transferable. The general public is not permitted in the Exhibit Hall.

A charge of \$150 will be levied for each badge in addition to the complimentary allotment and for any badge issued after January 17, 2020.

15. Exhibitor Admittance

Admittance to the Exhibit Hall is limited to the owners, officers, representatives, and employees of exhibiting firms that have contracted for space. Models or similar personnel not commercially connected with the industry may not be employed to help in an Exhibitor's booth. Representatives are defined as individuals who receive commission or salary from the exhibiting firm and must be registered with the Society by the Exhibitor prior to January 17, 2020.

Excluded from this category are representatives who maintain and own inventories of merchandise for resale. Such persons are considered to be dealers and are eligible to purchase exhibit space. Children younger than age 14 are not allowed in the Exhibit Hall.

Non-exhibiting commercial visitors who have been certified by an authorized Exhibitor representative may be allowed entrance for specified appointments. All such requests must be submitted in writing to the Society no later than January 17, 2020.

16. Insurance and Liability

It is the Exhibitor's sole responsibility to obtain, at its own expense, any and all licenses and permits and to comply with all federal, state, and local laws, City of New Orleans ordinances and convention center rules and regulations for any activities conducted in association with or as part of the Exhibition.

Exhibitor shall be fully responsible for any claims, liabilities, losses, damages, or expenses relating to or arising from an injury to any person or any loss of or damage to property where such injury, loss, or damage is incident to, arises out of, or is in any way connected with, the Exhibitor's participation in the Exhibition and/or presence at the exhibition site, including but not limited to acts or omissions of its employees, agents, subcontractors, guests, and/or invitees. Exhibitor shall protect, indemnify, hold harmless, and defend the Society, the New Orleans Public Facility Management, Inc., the Ernest N. Morial – New Orleans Exhibition Hall Authority, the City of New Orleans, and the Official Service Contractor, its officers, directors, agents, and employees against all such claims, liabilities, losses, damages, and expenses, including reasonable attorneys' fees and costs of litigation, arising from or in any way connected with Exhibitor's negligent acts, omissions, and/or participation in the Exhibition and/or presence at the exhibition site, or that of its employees, agents, subcontractors, guests, and/or invitees, provided that the foregoing shall not apply to injury, loss, or damage caused by or resulting from the willful misconduct of the Society, the New Orleans Public Facility Management, Inc., the Ernest N. Morial – New Orleans Exhibition Hall Authority, and the City of New Orleans, or the Official Service Contractor, its officers, directors, agents, or employees.

During the exhibition, including the installation and removal period, Exhibitor, its agents, subcontractors and representatives shall maintain insurance coverages as set forth in Exhibit A viewable at www.sts.org/exhibitA. The Society of Thoracic Surgeons, the New Orleans Public Facility Management,

Inc., the Ernest N. Morial – New Orleans Exhibition Hall Authority, the City of New Orleans, and the Official Service Contractor must be named as additional insureds, on a primary and non-contributory basis, on all required liability insurance, excluding workers' compensation. Any policy providing liability and/or property insurance must contain an express waiver by the Exhibitor and its insurance company of any right of subrogation as to any claims against the Society, the New Orleans Public Facility Management, Inc., the Ernest N. Morial – New Orleans Exhibition Hall Authority, the City of New Orleans, and the Official Service Contractor, its officers, directors, agents, or employees. Exhibitor shall submit proof of such insurance to the Society at least 30 days prior to the Exhibition. Exhibitor is responsible to ensure that each independent contractor or subcontractor performing work for Exhibitor during the Exhibition complies with all insurance requirements set forth in Exhibit A, and Exhibitor shall submit proof of insurance to the Society for its independent contractors or subcontractors 30 days prior to the Exhibition.

In the event any part of the exhibit hall is destroyed or damaged so as to prevent the Society from permitting Exhibitor to occupy assigned space during any part or the whole of the Exhibition period, or in the event occupation of assigned space during any part or the whole of the Exhibition period is prevented by strikes, acts of God, national emergency, or other causes beyond the control of the Society, Exhibitor will be charged for space during the period it was or could have been occupied by Exhibitor; and Exhibitor hereby waives any claim against the Society, its directors, officers, agents, or employees for losses or damages that may arise in consequence of such inability to occupy assigned space, its sole claim against the Society being for a refund of rent paid for the period it was prevented from using the space.

17. Special Effects and Giveaways

Objectionable audible or visual attention-getting devices or effects and offensive odors from exhibits are prohibited.

Distribution of samples, printed literature, or any other materials shall not interfere with other exhibitors' spaces.

Distribution of refreshments or other products for consumption on the premises are permitted with the Society's prior approval.

Films of purely entertainment character, without educational or informative value, will not be permitted.

Teleconferencing broadcast of a live surgical procedure is prohibited.

18. Satellite Activities and Other Events Held in Conjunction with the STS Annual Meeting

Exhibitor may sponsor or conduct one or more satellite activities designed for attendance by STS Annual Meeting attendees in or around New Orleans between January 25 and January 28, 2020, only in accordance with the "Policy Regarding Industry-Sponsored Satellite Activities Held Concurrently with the STS Annual Meeting," as amended from time to time. Exhibitor may not sponsor or conduct any satellite

activity in or around New Orleans on January 23, January 24, January 29, or January 30, 2020, without the prior written approval of the Society. Exhibitor assumes full responsibility for property damage, personal injury, or death to any party, by reason of occurrences at or related to any functions that it sponsors or conducts.

Exhibitor may conduct educational programming in the occupied exhibit space, but may not do so during STS scientific sessions without prior STS permission in writing.

Signage for satellite activities will be allowed only in Society-designated areas and must be approved by the Society prior to display.

19. Conduct of Exhibitors

Exhibitor representatives shall conduct themselves in an ethical and professional manner at all times and in conformance with the Contract, including these Exhibit Rules & Regulations. The Society reserves the right to deny the privileges of the Exhibition area to any and all exhibitors who do not so conduct themselves. Exhibitor badges are personal, not transferable, and must be worn at all times by the individual named thereon.

No exhibitor may photograph or videotape the booth, products, staff, or visitors of any other exhibitor without the express permission of the other exhibitor.

20. Exhibitor Services

The Official Service Contractor will provide drayage service for all exhibitors. Such service will include receipt of freight, delivery of the Exhibitor's freight to the Exhibitor's booth site, storage of the Exhibitor's empty containers until the close of the show, and return of the freight to the destination of the Exhibitor's choice. Forms will be included in the Exhibitor Service Kit.

The Society, on behalf of exhibitors, will arrange with responsible parties for various exhibitor services. Complete information regarding carpeting, drayage, furniture, electrical work, etc., will be furnished in the Exhibitor Service Kit in advance of the Exhibition dates.

An outside exhibit house must notify the Society at least 3 weeks prior to the show setup of the names of all its clients in the show along with the names of their permanent personnel who will be working at the show. (Only permanent, full-time exhibit house personnel will be allowed in the Exhibit Hall.)

Upon arrival at the show, exhibit house personnel must check in with the Official Service Contractor or its designated agents to present their credentials and receive permission to work on the floor.

21. Exhibitor Service Kit

The Society will distribute an electronic Exhibitor Service Kit to exhibiting organizations within 90 days of the meeting date. The Service Kit will include any amended or additional rules and regulations, housing forms, badge order forms, audiovisual equipment order forms, all decorator related order forms,

electrical and telephone order forms, florist and photographer forms, etc. Please review all information carefully and be aware of all required cutoff dates.

22. Americans with Disabilities Act

Exhibitor shall be responsible for making its exhibit accessible to persons with disabilities as required by the Americans with Disabilities Act, and shall indemnify and hold harmless the Society and its officers, directors, agents, and employees from and against any consequences of Exhibitor's failure in this regard.