

# 2023

## EXHIBIT INFORMATION AND RULES & REGS



### INTRODUCTION

The AACS exhibit program is designed to provide cosmetic surgeons with first-hand information about products and services specific to the area of cosmetic surgery and aesthetic medicine, and to serve as a forum for updating the physicians' knowledge of current technological advances in the field of cosmetic surgery.

The AACS seeks companies with ethical and truthful advertising. Except where prohibited by law, the AACS may accept or reject any application to exhibit at its discretion. The AACS also reserves the right to withdraw prior approval of an application if subsequent information indicates the original application was false or misleading or the exhibitor has engaged in unethical, untruthful or unlawful conduct or advertising. Additionally, the AACS reserves the right to remove exhibits or parts of exhibits that are in violation of AACS exhibitor rules without any refund.

The AACS will consider exhibitor applications for products and services in the following categories:

- Associations & Medical Societies
- Cosmetics & Skin Care
- Devices
- Fillers & Injectables
- Garments & Clothing
- Imaging & Photographic Equipment
- Implants
- Lasers & Laser Supplies
- Medical Equipment & Supplies
- Office Equipment & supplies
- Patient Education
- Pharmaceutical
- Practice Management
- Publishers
- Regulatory Compliance & Accreditation
- Rejuvenation Products
- Surgical Instruments
- Technology
- Other

# EXHIBITION DATES AND HOURS

## Wednesday, February 8, 2023

1:00pm-6:00pm	Exhibitors set up
6:00pm-7:00pm	Booth Inspection

## Thursday, February 9, 2023

10:00am-7:00pm	Exhibit Hall Open
10:30am-11:00am	Coffee break in the Exhibit Hall
12:30pm-1:45pm	Lunch in the Exhibit Hall
3:30pm-4:00pm	Coffee break in the Exhibit Hall
5:30pm-7:00pm	Welcome Reception in the Exhibit Hall

## Friday, February 10, 2023

8:30am-4:30pm	Exhibit Hall Open
10:30am-11:00am	Coffee break in the Exhibit Hall
12:30pm-1:45pm	Lunch in the Exhibit Hall
3:30pm-4:00pm	Coffee break in the Exhibit Hall

## Saturday, February 11, 2023

8:15am-1:30pm	Exhibit Hall Open
8:15am-8:45am	Coffee available
10:30am-11:00am	Coffee break in the Exhibit Hall
12:30pm-1:30pm	Final Exhibit Hour: Lunch & Libations
1:30pm-5:30pm	Teardown and Exhibitors move out

Schedule is preliminary and subject to change. Exhibits must not be disturbed, dismantled or removed before 1:30pm, on Saturday, February 11, 2023. If booths are dismantled prior to this time a \$500.00 fee will be assessed. All exhibit materials must be removed from the exhibit area by 5:30pm on Saturday, February 11, 2023.



## BOOTH FEE

All booths are 10'×10' (100 square feet) or multiples thereof. The standard booth size is 10'×10'.  
Fee: \$3,500 USD per booth (10'×10')

## YOUR BOOTH PACKAGE INCLUDES

- 10'×10' booth space rental: 8' high back wall and 3' high side drape
- Carpeted exhibit hall
- One-line ID sign
- General exhibit hall cleaning
- Two (2) exhibit badges per 10'×10' booth (\$500 each additional exhibit badge)
- Meals as indicated on the program that are served in the exhibit hall
- Recognition as exhibitor in the AACS Final Program Guide
- Company logo, listing, and description in the Exhibitor Directory in the AACS mobile conference app
- Pre-conference attendee mailing list for one-time use (for those who opt-in)
- Post-conference attendee mailing list for one-time use (for those who opt-in)

## EXTRAS/ADD-ONS

During the exhibit booth registration process, you may add on the following option:

1. **LEAD RETRIEVAL SERVICES:** various process, contact the lead retrieval vendor directly for arrangements
2. **EXHIBIT “PASSPORT TO PRIZES” GAME:** \$1,000 + prize donation
3. **HOTEL ROOM DROP MARKETING OPPORTUNITY:** \$3,500 plus direct costs to hotel
4. **PRODUCT SHOWCASE WEBCAST:** \$2,500

## EXHIBIT “PASSPORT TO PRIZES” GAME

FEE: \$1,000 + prize donation valued at \$100 or more • Participation is limited to 20 companies.

Increase your exposure to attendees through this game which incentivizes attendees to visit your booth in order to receive a stamp on their passport game card. Each attendee will receive a passport game card with the participating companies' names and booth numbers. The attendee must visit and obtain a sticker in the appropriate box from all companies listed on the passport game card. Completed game cards can be deposited in the drop box located at the AACS Registration Desk. Game cards turned in prior to the daily drawing will be eligible for prizes that day. Winners will be directed to the applicable exhibit booth to collect their prize. All applicable taxes, shipping expenses and other related expenses are the sole responsibility of the exhibiting company. Only one passport game card per registered attendee will be accepted. All contact information must be completed on the game card to be eligible for the prize drawing.



# IMPORTANT DEADLINES

## August 10, 2022

- Early bird registration opens (exclusively for previous exhibitors only)

## August 17, 2022

- Exhibit Registration open all

## October 20, 2022

- Notification of exhibit booth number assignment by e-mail
- Exhibitor Service Manual available

## November 18, 2022

- Final day that exhibits applications may be accepted
- Product/service description due for inclusion in the Final Program Guide
- Exhibitor Information Forms due (names for exhibit personnel badges and to purchase additional badges)
- Ancillary Function Request Form due, if applicable

## December 16, 2022

- Final day to submit video for Product Showcase Webcast, if applicable

## December 23, 2022

- Last day to cancel or substitute exhibit personnel badges

## January 13, 2023

- Pre-show mailing list distributed

## February 27, 2023

- Post-show mailing list distributed

# HOTEL

We have established a discounted group rate for AACS attendees and exhibitors at the Manchester Grand Hyatt San Diego, California. Please visit our webpage for the latest information and instructions to reserve your hotel rooms: <https://aacs2023.cosmeticsurgery.org/>



# COVID-19 PRECAUTIONS & INFORMATION

Participating in the AACS's 2023 Annual Scientific Meeting during the ongoing pandemic carries risk due to the contagious nature of the COVID-19 virus and the fact that the Annual Scientific Meeting is held indoors with a large number of people. Attendees (includes exhibitors) and guests are required to represent and warrant that they have been fully vaccinated against COVID-19 or have received a negative COVID test at most 1 week prior to the start of the Meeting.

The AACS relies on attendees' and guests' representations and does not independently verify vaccination status. In addition, attendees and guests must agree to follow all required health and safety guidelines, protocols, policies, regulations, and mandates relating to attendance at the Annual Scientific Meeting, including, but not limited to, World Health Organization guidelines, U.S. Centers for Disease Control and Prevention guidelines, statutes, regulations, and other mandates applicable to the locale of the Annual Scientific Meeting, as well as any additional requirements imposed by AACS or the Venue (regardless of whether international, national, or local laws allow otherwise).

Attendees and guests attend the Annual Scientific Meeting voluntarily and at their own risk. They must monitor their own health status and are not allowed to attend the Annual Scientific Meeting if symptomatic of COVID-19 or believe they have been exposed to someone with COVID-19.

An attendee's failure to comply with required safety protocols or follow the direction of the AACS staff on site may result in the loss of their right to attend or participate in the Annual Scientific Meeting, including forfeiture of any registration fees paid.

## EXHIBITOR RULES & REGULATIONS

"AACS" used herein or in subsequent regulations shall mean the American Academy of Cosmetic Surgery, its officers, members, committees, agents or employees acting for the management of the meeting and exhibition. All matters and questions not covered by the regulations are subject to the decision of AACS. In the event of any such decision being of general interest, written notice will be given by AACS to exhibitors as may be affected.

### ADMITTANCE

Admittance to exhibits is limited to those defined as "exhibitor personnel." Models or similar personnel not commercially connected with the industry may be employed to help in an exhibitor's booth and must register for an exhibit badge.

### CONDUCT OF EXHIBITORS

Exhibitors shall conduct themselves in an ethical manner at all times and in conformance with these regulations. The AACS reserves the right to deny the privileges of the floor to any and all exhibitors who fail to do so. Exhibitors' badges are personal, not transferable and must be worn at all times



## CHARACTER OF EXHIBIT

AACS reserves the right to decline to permit an exhibitor to conduct, maintain and exhibit if, in the judgment of the AACS Show Management, said exhibitor shall in any respect be deemed unsuitable, and/or any company whose display of goods and services is not, in the opinion of the AACS, likely to be compatible with the general character and objectives of the exhibition. This reservation relates to persons, conduct, articles of merchandise, printed matter, souvenirs, catalogs and any other items, without limitation, which affect the character of the exhibition or association. The use of loudspeakers, recording equipment, television sets and radios or the use of operating machinery that is of sufficient volume to annoy neighboring exhibitors will not be permitted. Such speakers, if permitted at all, must be used within the confines of the contracted exhibit space and must be approved by AACS. The distribution of literature and souvenirs from booth to booth or in the aisles is forbidden. Exhibitors must confine exhibit activities to the space for which they have contracted. Any advertising or promotion activity, by or under the control of any exhibitor, and which occurs outside of the exhibitor's contracted-for display area, including outside the hotel on any grounds reasonably near the hotel, is not permitted. Any such advertising or promotion activity unacceptably interferes with the public appearance, character and conduct of the exhibition and association as a whole. Only literature published or approved by the AACS may be distributed in the registration area, in meeting rooms or in other areas used by meeting attendees. All efforts to advertise, demonstrate and operate the exhibit must be conducted so as not to trespass the rights of other exhibitors and visitors. No spotlight, drop light or other special lighting device may be directed toward the aisles or so that it proves to be irritating or distracting to neighboring exhibitors or visitors. Projectors or television screens must not cause people to block aisles or take up unreasonable space. Films of purely entertainment character, without educational or informative value, will not be permitted.

## OFFICIAL GENERAL SERVICE CONTRACTOR

Freeman is the official General Service Contractor for the 2023 Annual Scientific Meeting. Freeman and all other contractors listed in the Exhibitor Service Manual act on their own behalf in all arrangements with exhibitors, and are not agents, employees or representatives of AACS. All services or materials supplied by such contractors on order of the exhibitor will be billed directly by the contractor to the exhibitor. AACS does not assume liability or responsibility for any act performed or omitted by such official contractors.

## CONTRACTOR SERVICES

Freeman will email an exhibitor service kit. The exhibitor shall provide only the material and equipment which he/ she owns and is to be used in his/ her exhibit space. All other items used in the booth are to be provided only by such contractors. All agents or representatives who are performing services at the host hotel directly for an exhibitor other than the exhibitor's employees must provide AACS with certificates of insurance at the same time a request for an exception is made. The official drayage contractor will have complete control of all dock and loading facilities. The contractor will receive all direct and advanced shipments and van loads, handle all freight and provide all rigging labor and equipment. All services not ordered in advance must be procured through the Exhibitor Service Desk, which will be maintained at the exhibit hall.



## CARE OF EXHIBIT SPACE

Exhibitors shall be responsible for properly maintaining its space. Exhibitors may not place anything in the aisles during exhibit hours. Exhibitors are not permitted to have backdrops exceeding eight (8) feet in height. Backgrounds eight (8) feet in height may extend no more than half the distance from the back wall. For inline booths, no part of a display may be higher than 48 inches within half the distance of the aisle. Any display/fixtures/products/ material over 48 inches in height which cannot be confined to the rear portion of the booth must be at least 8 (eight) lineal feet away from any adjacent booth.

## SECURITY

Although security personnel may be provided by AACS for the night time protection of the exhibit area, the AACS, Freeman, and the Mandalay Bay shall have no liability whatsoever for theft, loss, or damage to property belonging to exhibitors, their agents, employees, business invitees, visitors, or guests. The exhibitor is solely responsible for its own material and should insure its exhibit against loss or theft. AACS and the Mandalay Bay and their respective officers, directors, members, agents, and employees, do not maintain insurance covering exhibitors' property and such parties are not responsible for the safety of the property of exhibitors from theft, damage by fire, accident, vandalism or other causes, and exhibitor hereby expressly waives and releases any claim or demand it may have against any of them by reason of any damage to or loss of any property of the exhibitor.

## CANCELLATION POLICY

Written notification of an exhibitor's decision to cancel must be e-mailed to Rachel Ross, Meeting Planner, at [rross@cosmeticsurgery.org](mailto:rross@cosmeticsurgery.org). It is the exhibitor's responsibility to assure the cancellation was received.

The following policies will apply to the exhibit booth fee:

- Cancellation received by Nov. 18, 2022: 50% refund of full exhibit space(s) fee
- Cancellation received after Nov. 18, 2022: No refund

## ASSIGNMENT OF BOOTH

To apply for an exhibit booth, complete the online Application/Contract with full payment. Space will not be assigned without a completed Application/Contract and full payment. All applications will be assigned on a first-come, first-serve basis. In the event of a conflict regarding space or other imperative conditions, AACS 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

## RESERVATION & OCCUPATION OF EXHIBIT SPACE

Any space not claimed and occupied prior to 6:00 pm on Wednesday, February 8, 2023 will be resold or reassigned by AACS with no obligation on the part of AACS to refund any part of the booth rental. Exhibitors shall not assign, share or sublet or otherwise transfer a booth or any part of the space allotted to them, nor shall they exhibit or permit to be exhibited in its space any merchandise or advertising materials which are not part of its company's regular products or service.



## PROGRAM GUIDE LISTINGS

To be included in the Final Program Guide, the exhibit final product/service description must be received by date indicated. Technical exhibit descriptions are subject to approval and may only include products and services for which the exhibitor application has been approved. Technical exhibit product/service descriptions are limited to 254 characters (including spaces) and are to be purely descriptive, not including advertising copy type words such as “best,” “leading,” etc. Exhibit descriptions must comply with the “EXHIBITOR CLAIMS” section in this Exhibit Prospectus.

## EXHIBITOR CLAIMS

Exhibitors shall conduct their exhibits in a professional, truthful, and ethical manner. In connection with their exhibits, exhibitors shall not make statements or claims: (i) which are false or misleading; (ii) regarding the efficacy of their products or services in diagnosing, curing, mitigating, treating, or preventing disease, or effecting the structure or any function of the body, which are not truthful, accurate, complete, and scientifically substantiated; (iii) misrepresenting the significance of assessments, clearances, approvals, or other actions by a government authority with respect to their products or services; (iv) suggesting they or their products or services are endorsed by the AACS; (v) stating or implying a physiological effect if their products or services are cosmetics or nutritional supplements; or (vi) which are inconsistent with the legal requirements applicable to the exhibitor or its products or services or demonstrably infringe on the intellectual property or other rights of third parties.

An exhibitor cannot promote directly or indirectly the use of non duly licensed personnel to perform various procedures or use the device exhibited.

Exhibitors may not make a direct comparison to other exhibiting companies or their products/services.

Exhibitor shall notify the AACS of any change in its legal status or ability to advertise, market, sell, or distribute its products or services. Exhibitor shall notify the AACS of any notice or other action by a government, other regulatory or legal authority, or any third-party asserting Exhibitor or its products are not in compliance with applicable law.

## LEGAL COMPLIANCE

Note that the following are the rules for exhibiting at the AACS Annual Scientific Meeting in general, however, please check with the country of the current Annual Scientific Meeting, should it be held outside of the U.S., regarding their rules and regulations that may affect your ability to exhibit and/or sell your product in that country.

1. General. Exhibitors as well as exhibits, displays, brochures, fliers, announcements and other information provided by Exhibitors (collectively, “Exhibits”) are required to abide by all applicable laws. All Exhibitors represent and warrant that their Exhibits comply with the applicable laws of the countries in which its drugs, cosmetics, or devices are advertised, manufactured, distributed, sold, or licensed.
2. Food, Drug, & Cosmetics Act and FDA Compliance. Exhibitors and Exhibits must comply with all applicable United States Federal Food, Drug & Cosmetic Act (21 U.S.C. § 301 et seq.) (“FDC Act”) provisions, United States Food, and Drug Administration (“FDA”) regulations.





3. United States Sales. Exhibitors intending to exhibit drugs, cosmetics, or devices for sale in the United States, must comply with the following requirements:

- (i) Exhibitors must possess applicable FDA clearance or approval in order to market devices and drugs in the United States at the World Congress.
- (ii) Exhibitor claims regarding devices and drugs must be consistent with FDA cleared uses and approved indications. Exhibitors may not promote unapproved (“off-label”) uses of approved drugs or devices. If there is a common belief that the device or drug may be effective for certain uses, or there is a common use of the device or drug for a condition, but the preponderance of evidence related to the use or condition demonstrates that the device or drug is ineffective, the Exhibit must state there is a lack of evidence that the device or drug is effective for that use or condition.
- (iii) Exhibitors and Exhibits must not create an impression of official FDA approval of a device or drug based on establishment registration, or possession of a registration number.
- (iv) Exhibits for 510(k) cleared devices must not state or imply FDA approval for the device.
- (v) Devices with a pending 510(k) premarket notification may be exhibited, but orders may not be taken, nor can the exhibitor be prepared to take orders such that it could result in contracts for the sale of the device in the United States.
- (vi) Investigational devices and drugs may be displayed solely for the purpose of obtaining clinical investigators to participate in a clinical study. Exhibits for investigational devices and drugs must state “CAUTION: Investigational device. Limited by United States law to investigational use” or “CAUTION: New Drug – Limited by United States law to investigational use.”

4. Non-United States Sales. Exhibitors intending to exhibit drugs, cosmetics, or devices for sale outside of the United States, the following requirements apply:

- (i) Exhibits for drugs, devices, and/or cosmetics not authorized to be sold, licensed, or used in the United States must have a sign prominently displayed identifying those countries in which the drug, device, or cosmetic is legally permitted to be sold, licensed, or used, and stating: “Not Available for Sale in the United States.”
- (ii) Exhibits for drugs, cosmetics, and/or devices for sale, license, and/or use outside the United States must have a sign prominently displayed identifying those countries in which the drugs, devices, and/or cosmetics may be legally sold, licensed, and used for the purposes indicated by the Exhibitor and the Exhibit.

If the AACS believes an Exhibitor or Exhibit is violating any of the requirements of this Legal Compliance section, the AACS may exclude the Exhibitor and Exhibit from the Annual Scientific Meeting without liability or further obligation to the Exhibitor. The AACS’s right to exclude an Exhibitor is in addition to any other legal right the AACS may have against the Exhibitor under this Exhibitor Prospectus, at law, or in equity.



## AACS NAME, LOGO AND ACRONYM

The American Academy of Cosmetic Surgery name, brand, logos and acronyms are registered proprietary marks and may not be used. This rule applies before, during and after the meeting. Therefore, exhibitors agree that it will not use the name, brand, logos, acronyms or seal of the AACS in promotional and informational materials, signs, advertising, media promotions or on the web without written consent of the AACS.

Despite the foregoing, after the AACS accepts an application to exhibit, an exhibitor may include in its promotional materials the following statement:

[INSERT EXHIBITOR NAME] will be exhibiting at AACS's 2023 Annual Scientific Meeting, at the Manchester Grand Hyatt, in San Diego, CA, USA, February 9-11, 2023.

## TRADEMARKS/COPYRIGHTS

The exhibitor represents and warrants to AACS that no materials used in or in connection with its exhibit infringe the trademarks, copyrights (including, without limitation, copyrights in music and other materials used or broadcast by exhibitor) or other intellectual property rights of any third party. The exhibitor agrees to immediately notify AACS of any information of which exhibitor becomes aware regarding actual or alleged infringement of any third party's trademarks, copyrights or other intellectual property rights. The exhibitor agrees to indemnify, defend and hold AACS, its agents, successors and assigns harmless from and against all losses, damages and costs (including attorneys' fees) arising out of or related to claims of infringement by exhibitor of the trademarks, copyrights and other intellectual property rights of any third party. Notwithstanding the foregoing, AACS shall not be liable for and expressly disclaims all liability for infringement or alleged infringement of the trademarks, copyrights or other intellectual property of any third party arising out of the actions of any exhibitor

## CONFLICTING EVENTS

Companies exhibiting at the AACS's Annual Scientific Meeting will be required, as a condition of their participation as exhibitors, not to exhibit at, conduct or sponsor conflicting events. Conflicting events are scientific or educational meetings of interest and relevance to cosmetic surgeons (including but not limited to lectures, presentations, seminars or workshops) that are scheduled during the same time frame encompassed by the AACS Annual Scientific Meeting. For purposes of this policy, the relevant time frame begins two days immediately prior to the official opening and ends two days after the official close of the AACS Annual Scientific Meeting.

## ANCILLARY FUNCTIONS

AACS approval, which may be granted or denied by the AACS at its sole discretion, is required for all exhibitor-sponsored ancillary functions. Requests for such activities must be submitted in writing via the Ancillary Function Request Form to the AACS Meeting Planner by the date indicated. The request must specify date, time, location, type of function and anticipated attendance. Ancillary functions will only be approved for times that are not in competition with AACS programming, in the sole opinion of the AACS. The allowed ancillary timeslots are not exclusive. There may be more than one exhibiting company hosting ancillary functions during any given time period. The AACS is not holding meeting rooms at the venue for exhibitor use. The exhibiting company must secure its own meeting/function space, whether it be at the venue or elsewhere and pay any and all required fees and costs directly. If it is determined that an unapproved ancillary function of any sort has taken place or is scheduled to take place, it will be considered a violation of the rules.



## PRODUCT SALES

Exhibitor acknowledges that it bears sole responsibility for the collection and remission of all sales tax and other obligations arising from its product sales.

## GIVEAWAYS

Atypical giveaways must be approved by the AACS (30) thirty days in advance of the AACS Annual Scientific Meeting. If such items are not cleared through the AACS before the Annual Scientific Meeting, or are determined to be objectionable or prohibited, the AACS has the right to prohibit distribution.

## CONTESTS AND DRAWINGS

Exhibitors are allowed to have their own prize drawings and contests within their exhibit space. Exhibitors shall comply with any and all gaming laws applicable to such drawings or contests. The AACS will not announce or publish winners, forward prizes, or otherwise be responsible for an exhibitor's own drawing or contest. The AACS reserves the right to review in advance and/or preclude any contest or drawing in its discretion.

## CAMERAS/VIDEO EQUIPMENT

No cameras or video equipment will be permitted in the exhibit hall unless authorized in writing by AACS. Exhibitors wishing to photograph or tape its own exhibition booth must obtain permission from AACS. Anyone found photographing or taping without written authorization will be required to immediately surrender the film or tape, with no reimbursement or further recourse. There will be no exceptions to this rule.

## MUSIC LICENSING

Exhibitors shall obtain any and all licenses or grants of authority required of exhibitors under the copyright, trademark, or patent laws, including, but not limited to, those relating to the performance of music, whether live or recorded. A copy of such licenses will be furnished to the AACS if requested.

## FIRE REGULATIONS

Fire regulations prohibit the use of paper (crepe or corrugated) cardboard or other flammable materials for booth decorations. All materials in exhibit areas must be nonflammable. Electric signs and equipment must be wired to meet local fire code specifications. Fire extinguishers on walls or elsewhere must not be removed or obstructed.

## USE OF LASERS

In keeping with recommended safety guidelines for lasers, the AACS has adopted regulations for laser exhibitors. Exhibitors operating, or permitting the operation of, lasers represent and warrant that: (i) they shall comply with the AACS regulations; and (ii) such lasers will be operated only in a manner that presents no safety risks for exhibition attendees and/or the exhibit area.



## LASER REGULATIONS

1. Lasers must be operated in a manner that is consistent with the accepted industry safety standards (i.e., ANSI standards and/or American Laser Institute standards). Under no circumstances may a laser be operated in a manner that poses a safety risk to persons standing or walking in the vicinity of the exhibitor's exhibit space.
2. Lasers must be operated only within an enclosed space with eye protection for those viewing and operating the lasers.
3. All demonstrations of CO2 lasers must be conducted in clear plastic boxes with all sides enclosed, including the top. Smoke evacuators must be used.
4. Appropriate plastic-colored cubicles must also be available for any other type of laser being used, particularly dye, KTP, and ruby lasers.
5. No laser equipment may be left unattended in operable condition.

## EXHIBITOR ATTENDANCE AT THE GENERAL SESSIONS

Exhibitors are permitted in the General Sessions. Those wishing to attend the General Sessions as an attendee must register under the appropriate attendee category

## LIABILITY

Neither AACS, its members, officers, representatives or employees, nor the host hotel or its employees will be responsible for any injury, loss or damage that may occur to the exhibitor or the exhibitor's employees or property from any cause whatsoever, prior, during or subsequent to the period covered by the exhibit contract. Each exhibitor must make provision for the safeguarding of its goods, materials, equipment and display at all times. General overall watchmen, however, will be employed by AACS for the exhibition period. The furnishing of such watchmen shall not be deemed to affect the non-liability of AACS, the host hotel nor the official AACS decorator or its officers, representatives and employees. Exhibitor agrees, by signing the Application/ Contract, to insure itself, at its own expense, against property loss or damage, and against liability for personal injury.

In case that said premises shall be destroyed by fire or the elements or by any cause, or in the case of government intervention or regulation, military activity, strikes or any other circumstances that make it impossible or inadvisable for AACS to hold the show at the time and place provided in the Application/ Contract, then and thereupon the contract shall terminate and the exhibitor shall waive any claim for damages or compensation, except the pro rata return of the amount paid for space, after deduction of actual expenses incurred in connection with the show, and there shall be no further liability on the part of either party. In case any part of the exhibition hall is damaged, or if circumstances make it impossible for AACS to permit an exhibitor to occupy the space assigned during any part or the whole of the period covered, then the exhibitor will be charged for space only for the period space was or could have been occupied by the exhibitor, and AACS is released from any and all claims for damages which may arise in consequences thereof.

Exhibitors shall carry comprehensive liability coverage, including premises operations and contractual liability coverage of at least \$1,000,000 USD for personal injury liability, \$1,000,000 USD for property damage liability, and statutory workers' compensation with employer's liability with a limit of at least \$100,000 USD. Exhibitors shall furnish certificates of insurance if requested.



## INDEMNIFICATION

Exhibitor shall indemnify, defend, and hold the AACS, the hotel, and their respective directors, officers, members, agents, employees and successors, and each of them, forever harmless from and against: (i) any damage or charges resulting from violation of any law or ordinance or violation of the rules and regulations of either the AACS or the hotel by exhibitor, or exhibitor's directors, officers, employees, representatives, agents and contractors, except those occasioned by the gross negligence or willful misconduct of the AACS or the hotel; and (ii) any and all other claims, liabilities, losses, damages, or expenses (including, without limitation, attorneys' fees), whether those of the exhibitor or a third party, arising, directly or indirectly, from exhibitor's or exhibitor's directors', officers', employees', representatives', agents' and contractors' occupancy and use of the exhibition premises, or any part thereof, except those arising from the gross negligence or willful misconduct of the AACS or the hotel

## WAIVER OF LIABILITY

Exhibitor hereby waives any and all claims, actions, causes of action, losses, and damages of any kind or nature exhibitor may have against AACS, the hotel, and their respective directors, officers, members, agents, employees and successors, directly or indirectly resulting from, arising out of, or in any way related to this Exhibit Prospectus. This waiver of liability applies to all claims, actions, causes of action, losses, and damages of any kind or nature whatsoever, including, but not limited to, direct, indirect, general, special, incidental, consequential, exemplary, statutory, contractual, or damages or losses of any other kind or type. This waiver of liability applies whether the alleged liability is based on contract, negligence, tort, strict liability, or any other basis and even if AACS or the hotel knew or should have known of the possibility of such damages. This waiver of liability shall be enforceable to the maximum extent permitted by applicable law.

## CANCELLATION OF MEETING

In the event the AACS Annual Scientific Meeting is not held for any reason whatsoever, the contract for exhibit space shall be terminated. In such case, the exhibitor shall waive all damages and claims for damages and agrees that the sole liability of the AACS will be to return to exhibitors their exhibit space fee on a pro rata basis after deduction of all AACS Annual Scientific Meeting related costs and expenses incurred by the AACS through the date of cancellation, an administrative fee, and overhead charges.

## CHANGE OF LOCATION

If the selected location is not available or if, in its sole discretion, the AACS believes that it is in its best interests to do so, the AACS shall move the AACS Annual Scientific Meeting to another location.

## ACCESSIBILITY

Exhibitor represents and warrants that its exhibit space shall be reasonably accessible and usable by persons with disabilities and that it will be in compliance to the extent applicable under regulations implementing Title III of the Americans with Disabilities Act and shall hold AACS harmless from any consequences of the exhibiting company's failure in this regard.



## AMENDMENTS

AACS reserves the right to interpret, amend and enforce these Exhibitor Rules & Regulations. Written notice of any amendments or interpretations shall be given to each exhibitor. Each exhibitor, for himself, his agents and employees, agrees to abide by all Exhibitor Rules & Regulations set forth herein, or by any subsequent amendments, or interpretations.

## ENFORCEMENT

Any exhibitor not abiding by the Rules & Regulations set forth herein or in subsequent amendments may lose the privilege of exhibiting at future AACS events. These Rules & Regulations will be enforced.

## OTHER REGULATIONS

It is the responsibility of the exhibiting company to see that all exhibitor staff are aware of and adhere to these rules and conduct themselves in a professional manner throughout this meeting.

The AACS shall have the sole authority to interpret and enforce all rules and regulations governing exhibitors and the AACS Annual Scientific Meeting. Any and all matters not specifically covered herein are subject to decision by the AACS. These rules and regulations may be amended at any time by the AACS upon written notice to all exhibitors. Each exhibitor expressly agrees to be bound by the rules and regulations set forth herein and by any amendments thereto adopted by the AACS from time to time. Any exhibitor or exhibitor representative who, in the opinion of the AACS, conducts itself unethically may immediately be dismissed from the AACS Annual Scientific Meeting without refund or other appeal.

*Rev. 8/9/22*

## FOR QUESTIONS AND FURTHER INFORMATION, CONTACT:

Rachel Ross, BS, Meeting Planner

American Academy of Cosmetic Surgery & Cosmetic Surgery Foundation

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Direct email: [rross@cosmeticsurgery.org](mailto:rross@cosmeticsurgery.org); HQ email: [info@cosmeticsurgery.org](mailto:info@cosmeticsurgery.org)

