



340B
2021

340B Coalition
Winter Conference

Rules and Regulations Governing Exhibits & Sponsorships

Exhibit & Sponsorship Eligibility

The following qualifications are required of all exhibitors and sponsors at the 340B Coalition Winter Conference:

1. Products or services displayed/promoted must further the educational purpose of the 340B Coalition Winter Conference to provide an atmosphere conducive to exchanging information and views in a professional manner about pharmacy practice, healthcare, and other matter relevant to attendees.
2. Products or services must be related or of interest to pharmacy practitioners in hospitals and health systems or other related avenues.
3. The Coalition reserves the right, in The Coalition's sole judgment, to determine eligibility or compatibility of any company or its products to exhibit or purchase a sponsorship at this event.

APPLICATION, FEES, PAYMENTS, CANCELLATIONS

- Except as provided to the contrary in this contract, all monies paid by Exhibitor/Sponsor shall be deemed full earned and non-refundable at the time of payment.
- Applications for rental of virtual exhibit booth shall be subject to the approval of the 340B Coalition, and the 340B Coalition reserves the right to reject applications for space with or without cause if the 340B Coalition determines the rejection is in the best interest of the Show. The 340B Coalition will contact virtual Exhibitor following submission of the virtual Exhibit Request if it finds issues with the ability for the Exhibitor to facilitate its virtual session or room. Upon acceptance of the Virtual Exhibit Space Agreement by the 340B Coalition, its contents, as modified if applicable, shall become a legally binding agreement for exhibit space between the Virtual Exhibitor and the 340B Coalition, subject to the terms and conditions herein. The Virtual Exhibitor agrees to accept and, when requested, to promptly respond to Show information sent by the 340B Coalition via e-mail or any other method of communication.
- **Exhibit Fees.** The cost for exhibit space is dependent on the Booth type, Booth upgrades, and any added sponsorships. Virtual Exhibitors must be fully paid on all money owed to the 340B Coalition, its partners and subsidiaries, including sponsorship, and advertising.
- **Payment Schedule.** Payments may be made by credit card or wire transfer/ACH. The 340B Coalition will issue an invoice for exhibit/sponsorship fees after completion of the online application and instructions will be provided for credit card and or wire transfer/ACH processing. Payment must be remitted no later than **ten (10) days prior to the start of the conference.**
- **Amendments to the Exhibit Booth Agreement.** It is understood and agreed that any changes or modifications to the Booth Rental Agreement following the initial submission of request for Booth or Sponsorship requested by a Virtual Exhibitor shall be considered accepted and approved by the 340B Coalition if notification is provided by Virtual Exhibitor to, and received by, the 340B Coalition by any form of written communication and notification of the 340B Coalition approval is sent back to Virtual Exhibitor by any form of written communication. Changes may include, but not be limited to, modifications to exhibit room link, location, configuration, payment terms or cancellations by Virtual Exhibitor. The 340B Coalition shall consider email by and to Virtual Exhibitor as acceptance of such changes, and thereby modify the exhibit fees due from Virtual Exhibitor pursuant thereto. If any changes to the Booth Agreement increase the fees due to the 340B Coalition for the Booth, the 340B Coalition shall be authorized to make immediate charges to Virtual Exhibitor's credit card on file in order to ensure Virtual Exhibitor is current on its payment plan, as then on file with the 340B Coalition pursuant to the Booth Agreement or any subsequent agreement for payment terms. Changes initiated by the 340B Coalition to Virtual Exhibitor's exhibit space shall be communicated in writing to the email address provided by Virtual Exhibitor on the Booth Agreement, and all such

communications will be interpreted as read and accepted unless Virtual Exhibitor objects in writing to the 340B Coalition within five (5) business days.

- If you must cancel your booth reservation at any time, you must submit a cancellation request in writing to the 340B Coalition.

At its discretion, if at any time the 340B Coalition deems a virtual exhibit, or an exhibit's contents objectionable, the 340B Coalition reserves the right to remove and/or cancel the exhibit space or any portion thereof at Exhibitor's sole expense. This reservation includes persons, things, conduct, printed matter, signs, products or any item of poor character, which, in the sole judgment of the 340B Coalition, is detrimental to or unsuitable for the Show or jeopardizes the Show's safe operations. This right may be exercised by the 340B Coalition at any time, regardless of whether it is before the Show or during the Show. In the event the right is exercised during the Show, the 340B Coalition shall not be liable for refund of exhibit space rental fees, exhibit equipment rental fees or any other expense incurred by reason of the 340B Coalition's removal of objectionable contents or cancellation of the exhibit space or any portion thereof. Exhibitor hereby expressly waives any and all rights and claims, actions and demands for damages, costs and expenses, including without limitation, legal fees, lost profits, and costs of goods sold, against the virtual hosting platform, the 340B Coalition, their directors, officers, agents, employees and/or servants for such removal and/or cancellation.

ELIGIBILITY

The 340B Coalition will provide requirements to Virtual Exhibitors that must be met in order to participate including minimum internet speeds, camera, audio and access to specific online meeting platforms. The 340B Coalition reserves the right to determine or verify eligibility of Exhibitor for inclusion in the Show prior to, or after, submission of the Booth Agreement. The 340B Coalition will determine the appropriateness of products to be exhibited by their distinctive characteristics or performance capability. The 340B Coalition also reserves the right to prohibit display or advertisement of products at any time if display or advertisement of such products would not meet Show objectives or would cause Exhibitor to be in violation of these Exhibitor Rules & Regulations, the Exhibit Display Regulations, or the Intellectual Property Rights Policy.

- **Non-Exhibiting Company Products or Services:** Exhibitor may not display products or signage in their Booth from eligible non-exhibiting companies unless approved in writing by the 340B Coalition; media activities of non-exhibiting companies are prohibited at the Show.
- **Eligibility for Future Shows:** Companies who participate in the 340B Coalition Winter Conference will receive priority points for Booths, sponsorships, and additional registrations.

OPERATION AND CONDUCT

- **Exhibit Personnel:**
 - Attendants, models, and other employees and representatives of Exhibitors must confine their activities to the Booth (this includes chat rooms, video rooms, and the live feed).
 - Each exhibiting organization will receive two (2) complimentary badges per Booth; additional badges over the allotment may be purchased for \$650 each. Complimentary and additional badges will permit access to the Expo-Connect Center and 340B Coalition educational sessions¹, including pre-conference workshops². **1)** Please note that some sessions may be restricted to covered entities only and will be designated by stakeholder category on the [agenda](#). **2)** While there is no charge* to attend the pre-conference workshops, advanced registration is required to ensure attendee profiles receive the unique access code; exhibitor profiles that **do not** have a unique access code will be automatically blocked by the virtual platform. ***Unless an exhibitor is an employee of a 340B Health partner and an active Individual Member, there will be a \$1025 fee to attend the Career Development workshop.**
 - Booths must be staffed by qualified employees of the exhibiting company who are able to explain or demonstrate the products or services on display. Everyone staffing an

exhibitor's Booth is required to register and must have the exhibitor designation within their virtual profile. Exhibitors may not register as guests. All complimentary and additional exhibitor badges must be submitted and paid for through the online registration system by the designated deadline. After this date, any changes to exhibit personnel must be sent in writing to the 340B Coalition. Exhibitors may choose to transfer and/or cancel complimentary and/or additional badges through the online registration system, however all changes must be completed by the designated deadline. **NOTE:** Exhibitors wishing to pay for an attendee **THAT WILL NOT BE WITH THEIR BOOTH** or that will be with their Booth and **NOT USE THE EXHIBITING COMPANY'S NAME ON THEIR BADGE** must choose the appropriate rate based on the attendee's stakeholder category. **For example**, if the individual is an employee of a covered entity, provider, or government, they will fall into one of the following rates: nonprofit members of 340B Coalition organizations (institution must be a member of one of the [340B Coalition organizations](#) in order to qualify for this rate) or government/nonprofit health care providers. If the individual is an employee of a for-profit company, they will qualify for the industry rate for health or pharmacy-related companies or firms, other businesses. The rates mentioned above will vary based on the registration date; please refer to [registration costs](#) for the 340B Coalition Winter Conference. If the exhibiting company is a corporate partner, the appropriate discount that they receive as a benefit will be applied (15% for Pinnacle, Diamond, Platinum, Gold, and Resource Affiliate partners; 30% for Silver partners)

- Virtual Exhibitor shall not photograph or record video of another virtual exhibit or product of another exhibitor unless such photography or videography is approved in writing by the other exhibitor or the 340B Coalition.
- Virtual Exhibitor may not harass or antagonize another party or attendee.
- No area of the 340B Coalition virtual platform shall be used for any improper, immoral, illegal or objectionable purpose.
- All Virtual Exhibitor personnel and their contractors must wear appropriate apparel at all times. This requirement prohibits, among other items, bathing suits, lingerie, painted bodies, and transparent apparel. The 340B Coalition reserves the right to make determinations on appropriate apparel. Business or business casual attire is recommended. Virtual Exhibitors who are uncertain with regard to compliance with the appropriate apparel and entertainment regulations are encouraged to consult with the 340B Coalition in advance of the Show.
- **Buyer Activities:** Virtual Exhibitors are not permitted to host or sponsor any event off the Show floor that attracts buyers during exhibit hours unless such event is approved in writing by the 340B Coalition.
 - "Outboarding" occurs when an eligible non-exhibiting company hosts buyers at a venue away from the Show during set-up days or Show days. Companies that engage in outboarding may be prohibited from exhibiting at future Shows for one to three years as determined by the 340B Coalition. Registration credentials will not be issued to any employee of a company prohibited from exhibiting due to outboarding.
 - Exhibiting companies are encouraged to protect their investment and report any outboarding to the 340B Coalition.
- **Entertainment/Music:** All music and entertainment must be in good taste and not include any lyrics that are inflammatory, sexually explicit, sexist, gang-related or violent. Dancing and modeling shall not include any lewd or sexually suggestive poses or actions. The 340B Coalition shall be the final authority on the acceptability of music played by Virtual Exhibitor and the activities of Booth models and entertainers. Violators are subject to immediate closure of their Booth and removal of Booth personnel for the duration of the Show.
- **Objectionable Exhibits:** See section 1 above regarding the 340B Coalition's right to remove and/or cancel Booth, or any portion thereof, that the 340B Coalition deems objectionable

- All Booths will be inspected during the event and any exhibitor deviating from the Rules must make modifications to its Booth at Virtual Exhibitor's expense. If modifications are not made by Virtual Exhibitor, the 340B Coalition may at its sole discretion, remove your Booth from the conference. Moreover, Virtual Exhibitor shall be responsible for all costs associated with ensuring any activities, if applicable, are deemed safe under any and all conditions, as determined by the 340B Coalition in its sole discretion. The 340B Coalition will not be subject to any damages whatsoever should an activity or display be required to be terminated or removed by the 340B Coalition, or its designees, due to such circumstances.
- **Liability and Insurance:** Neither the 340B Coalition, nor any of the officers, employees, agents, contractors and affiliates of such entities, nor the owners, management company, employees or representatives of the hosting platform will be responsible for any injury, loss or damage that may occur to the virtual exhibitor or to the virtual exhibitor's employees or property, prior, during or subsequent to the period covered by the virtual exhibit. The virtual exhibitor expressly releases the foregoing persons and entities from, and agrees to indemnify the same against any and all claims for such loss, damage or injury arising from the negligent or willful acts or omission of the virtual exhibitor and its employees, agents, contractors, and invitees. Virtual Exhibitors are responsible for all liability insurance coverages.
- **Accidents/Incidents:** Any accident or incident involving or occurring in Exhibitor's Booth, or as it relates to Booth personnel are the express responsibility of the Virtual Exhibitor.

BOOTH

- **Booth Appearance:** Booths should look professional and engaging. The background of your camera view should be clean and professional. The use of personal pictures, posters, banners, etc. are encouraged.
- **Booth Preparation.** All Booths must be tested and operational by 1:15 pm ET on Tuesday, February 16. Testing must be scheduled and performed the day prior to the event or the morning of the event. Untested Booths may be restricted or removed from the event.
- **Late Arrival:** Late arrival to exhibitor's Booth will not be permitted without prior written permission from the 340B Coalition.
- **Default Occupancy:** Any exhibitor failing to occupy space contracted for in a timely manner is not relieved of the obligation of paying the full rental price for such space, and the 340B Coalition's management staff has the right to use such space as it sees fit to eliminate blank space in the virtual exhibit, if such Booth is not occupied by the virtual exhibitor at least 1 hour prior to the start of the exhibit.
- **Early Move-out:** The Virtual Exhibitor shall not abandon its virtual exhibit prior to 2:00 pm ET on Wednesday, February 24.

ADMISSION REGULATIONS

Admission to the Show is by official membership of the 340B Coalition for that specific event. Virtual Exhibitor logins may not be ordered for or transferred to buyers or non-employees. Logins are the property of the 340B Coalition and are non-transferable and may not be shared. Virtual Exhibitor waives any right to claim for damages against the 340B Coalition for the ejection of any person or persons from the Show by the 340B Coalition where, in the sole determination of the 340B Coalition, such person or persons have or likely will share and/or transfer their Virtual Exhibitor login.

VIOLATIONS

The Exhibitor shall be bound by the Rules as defined herein, and by such additional rules and regulations which may be established by the 340B Coalition at any time. The 340B Coalition shall enforce all Rules and such additional rules and regulations, and its decision on these matters will be final. All matters and questions not covered by the Rules and such additional rules and regulations shall be subject to the final judgment and decision of the 340B Coalition. Any violation by the Exhibitor of any of the Rules and such additional rules and regulations shall subject Exhibitor to cancellation of the

agreement to occupy virtual exhibit space, to forfeiture of any monies paid on account thereof, and could make Exhibitor subject to loss of priority points, loss of credentials for future shows and loss of other show privileges. Upon the 340B Coalition notifying Exhibitor of such cancellation, the 340B Coalition shall have the right to take possession of the Exhibitor's virtual space.

COMPLIANCE WITH LAWS

Exhibitor agrees to comply with and be bound by all laws of the United States and the District of Columbia, all ordinances of the Wards of the District of Columbia, and wherever applicable, all rules and regulations of the police department and those policies and criteria established by the laws governing virtual environments. Illegal acts of any kind will be referred to the appropriate authorities for prosecution.

ACCESS CONTROL

The 340B Coalition will provide access control from event planning through the conclusion of all activities, including follow-up. The 340B Coalition shall not be held responsible for the loss of any material by any cause and urges the Virtual Exhibitor to exercise normal precautions to protect its account and login privileges.

FAILURE TO HOLD EXPOSITIONS

Should any contingency prevent holding of the Virtual Exposition, the 340B Coalition may retain such part of exhibitor's rental as shall be required to pay for expenses incurred up to the time such contingency shall have occurred. The exhibitor waives all claims for damage or recovery of payments made except the return of the prorated amount paid for exhibit space less expenses incurred by the 340B Coalition and the virtual event platform.