

Policies and Procedures for Exhibitors

EFFECTIVE AS OF JUNE 1, 2011



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Dear Exhibitor:

We are pleased to invite you to participate as an exhibitor at upcoming DIA meetings. DIA meetings offer your company the opportunity to meet with qualified prospects involved in the discovery, development, and life cycle management of pharmaceuticals, biotechnology, medical devices, diagnostics, and related health care products.

Networking plays a significant role at DIA events. Exhibits are prominently placed, and scheduling of exhibition hours encourages attendees to visit the exhibits, so that your company will receive maximum visibility throughout the event. Exhibiting at the DIA Annual Meeting, EuroMeeting and other annual events provides additional exposure to the DIA membership and other attendees via an exhibitor list on the DIA website and on promotional materials, as well as an opportunity to advertise in many of the events' program guides.

Information concerning upcoming meetings is available from the DIA offices and website - www.diahome.org. If you have any questions, please contact the appropriate DIA office as listed on page 8 of this booklet.

Because DIA offers a neutral forum with access to regulatory agencies worldwide, meetings are well attended, and exhibit space often sells out quickly. Exhibits are reserved on a first-come, first-served basis. All exhibitors are equal, regardless of size, and will be given equal opportunity to present their product in the most effective manner to the audience.

On an annual basis, the DIA Exhibit Team will conduct a meeting to review and update the policy for exhibiting at DIA meetings, including the Annual Meeting and the EuroMeeting. All potential exhibitors will receive the updated Policies and Procedures for Exhibitors booklet. The policy booklet will also be placed on the DIA website.

We look forward to seeing you at our upcoming events.

*Sincerely,
DIA Exhibit Team*

About DIA

DIA is a neutral, nonprofit, global, professional association of nearly 18,000 members who work in every facet of the discovery, development, and life cycle management of pharmaceuticals, biotechnology, medical devices, diagnostics, and related health care products.

DIA is committed to the broad dissemination of information among our members, with continuously improved professional practice as the goal. DIA serves our members in a neutral, global environment that operates independent of the influence of any one organization or authority.

DIA operates as a financially independent nonprofit organization that funds itself from meeting and membership fees. The voluntary efforts of DIA members and speakers allow DIA to provide programs and publications to members at a reasonable, competitive cost.

Disclaimer

The following standards laid out in this booklet relate specifically to exhibitions in the North America. For exhibit guidelines relating to exhibitions coordinated through our offices in Europe, Japan, India or China, please refer to the Application & Contract for that particular exhibition, or contact the appropriate office directly using the contact information listed on page 8 of this booklet.

Eligibility

Each exhibiting company must submit to DIA the signed Application & Contract for Exhibit Space or Application for Tabletop Display form with payment in order to rent exhibit space.

The agreement and the official notice of acceptance of this Agreement by the DIA constitute a contract between the Exhibitor and DIA and shall become binding upon both DIA and the Exhibitor as set forth in the Rules and Regulations and the terms of the Agreement for Exhibit Space. DIA will not accept any contract adjustments or changes.

Any producer or supplier of equipment, products or services whose proposed exhibit is directly related to the pharmaceutical, biotechnology, medical device, or related health care industries, and whose exhibit will contribute to the education of those registrants within the industry and/or their academic counterparts may apply for booth space.

DIA reserves the right to deny access to any individual or organization it deems to be inconsistent with the goals of the Association and its members. DIA reserves the right in its sole and absolute discretion to reject any application that in its judgment does not enhance the purpose of the meeting and the exposition or is in direct competition with DIA. By completing the application and reserving booth space, the exhibitor agrees that any decision by DIA will be acceptable, and further, that said exhibitor will be bound by such decision.

Indemnity

The Exhibitor agrees to indemnify and hold harmless DIA, its officers, directors, employees, volunteers, and members from any and all liability to any person or persons for or by reason of any condition, defect or operation of any apparatus, equipment, or fixtures furnished by the exhibitor in connection with his/her exhibit. Exhibitor further agrees to hold harmless DIA, its officers, directors, employees and members from any and all liability to any person or persons for or by reason of any act or omission of said exhibitor, or any of his/her agents, servants or employees. This Indemnity includes, but is not limited to, claims of injury, death, or property damage, or of copyright, trademark or patent infringement, unfair competition, and product liability. The exhibitor, on signing the contract, expressly releases DIA and its individuals from any and all claims for such loss, damage or injury.

Exhibitor assumes entire responsibility and hereby agrees to protect, indemnify, defend and hold DIA, its officers, directors, employees, volunteers, members, the meeting facility, and the official show decorator and its employees and agents harmless against all claims, losses and damages to persons or property, governmental charges, taxes or fines, and attorneys' fees arising out of or caused by exhibitor's installation, removal, maintenance, occupancy or use of the exhibition premises or part thereof, excluding only such liability caused by the sole negligence of the meeting facility, its employees and agents. In addition, exhibitor acknowledges that DIA and the meeting facility do not maintain insurance covering such losses by exhibitor.

Exhibitor Insurance

The exhibitor shall, at its sole cost and expense, procure and maintain through the term of each contract, comprehensive general liability insurance against claims for bodily injury or death and property damage occurring in or upon or resulting from the premises leased by DIA. Such insurance shall include contractual liability and product liability coverage, with combined single limits of liability of not less than \$1,000,000. Such insurance shall name DIA as an additional insured, and exhibitor shall upon request provide DIA with certificate so indicating. Workers Compensation and any other insurance or required licenses shall be in full compliance with all federal and state laws, covering all of exhibitor's employees engaged in the performance of any work for the exhibitor. All property of the exhibitor is understood to remain under its custody and control in transit to and from the confines of the exhibit hall.

The standard form of proof of insurance is the ACORD Certificate of Liability Insurance. In such cases as the exhibiting company name differs from the name on the certificate, please provide the name of the exhibiting company in order for accurate accounting of insurance. This form must be sent into the DIA exhibit department at least one month or earlier before the exhibition begins. Any exhibitor planning to use a contractor other than the one designated by DIA to supervise the set up and dismantling of their exhibit must notify the DIA exhibit department in writing one month before the exhibition occurs. The EAC (Exhibitor Appointed Contractor) must submit an original and valid certificate of insurance to DIA and must cover the time period from move-in through move-out.

Companies from outside the US and Canada may provide a written statement of their insurance coverage from their insurance broker. Companies that are self-insured or government agencies may provide a written statement of their self-insured status.

Security

The DIA will not guarantee exhibitors against, nor shall it be responsible for, exhibitor material loss or damage of any kind. It is imperative that exhibitors carry insurance covering any loss or damage to their exhibit material. Security personnel contracted directly by DIA are intended primarily for crowd control and credentials verification. Guards will be stationed in the exhibition area during exhibit and non-exhibit hours. Exhibitors are responsible for security of their exhibit. Security will not be provided at workshops where tabletop exhibits have been authorized unless specifically announced by DIA. Tabletop displays and equipment are the responsibility of the exhibitor and should be removed at the conclusion of each day.

Booth Selection

Booth selection will be made by the exhibitor based upon the date and time the Application & Contract for Exhibit Space is received by DIA. Rank numbers are assigned to a company for selection based solely on the order the applications are received. Booth selection is only permitted to exhibitors who have issued required payment for their booth rental order.

Booth Structure and Decor Guidelines

The aisles, passageways, overhead spaces, public meeting rooms, and other meeting facilities are controlled by DIA.

DIA adheres to the International Association of Exhibitions and Events™ (IAEE) Guidelines for Display Rules and Regulations (North American) 2009 Update.

Please review these guidelines at www.diahome.org/DIAHome/Exhibits/Resources/Docs/IAEE09.pdf for standard booth structure guidelines.

In addition to the IAEE guidelines, the exhibitor will also adhere to the following booth structure and decor guidelines as determined by DIA:

- **No obstructive booth design is permitted.**
- **Displays, furniture, etc. in public aisleways is prohibited.**
- **Banners spanning the public aisleway are prohibited.**
- **Multi-story exhibits must receive proper approval from the convention center and/or appropriate local government agency.**
- **If the exhibit hall is not carpeted, it is the exhibitor's responsibility to carpet their booth.**
- **The maximum height of any island or peninsula booth structure or hanging sign is 20'.**
- **End-cap Booths are not permitted.**
- **Exhibitors may not sublet, assign, or share any part of the space allocated.**
- **Hanging signs are not permitted over inline booths.**
- **No live animals are permitted on the show floor, apart from authorized service animals.**
- **No helium balloons are permitted on the show floor.**
- **No automobiles or trucks are permitted on the show floor.**
- **No offensive or inappropriate signs or decorations permitted.**

Any space not partially occupied at least 30 minutes prior to opening, will be forfeited by the exhibitor and can be used by DIA in any manner, without refund, unless arrangements for delayed occupancy have been previously approved by DIA. All booths must be setup and ready for the show by the walk-through inspection.

Marketing Activity Guidelines and Exhibit Personnel Professionalism

The Exhibitor agrees to maintain decorum in and around his exhibit space that will not offend or disturb other exhibitors. Exhibitors must police their own booths to be sure the noise levels from demonstrations or sound systems is kept to a minimum and does not interfere with others.

DIA reserves the right to prohibit and require immediate cessation of any activity or distribution of materials it deems inappropriate.

Demonstration areas must be organized within the exhibitor's space so as to not interfere with any traffic in the aisle, and sampling or demonstration tables must be placed a minimum of 2' 0" (60cm) from the aisle line so as to prevent accidental injury to spectators. Should the spectators interfere with the normal traffic flow in aiseways, or overflow into neighboring exhibits, the presentation will be limited or eliminated.

Order taking on the exhibit floor is allowed; however, no money may be exchanged.

Booths must be staffed at all times the exhibit hall is open.

We strongly encourage you to use the recommended lead retrieval service that is offered in the service manual and use their products only. Equipment that scans attendee information without their approval is strictly prohibited.

Marketing activity at hotels contracted by DIA is strictly forbidden without approval of DIA, and in some cases prohibited altogether. DIA reserves the right to halt any unapproved advertising activity at contracted hotels.

A marketing free zone will be in place around the conference facility. This zone will restrict exhibiting companies from marketing activities unapproved by DIA, including but not limited to, street teams, motor vehicles, segways, street decals, and literature distribution. DIA reserves the right to halt any unapproved activity within this zone.

Photography and/or filming in the exhibit hall is restricted to within your booth provided permission has been granted by the subject.

Food and Beverage

Alcoholic beverages are permitted to be served and consumed in the exhibit booth providing this is in accordance with conference facility rules.

Permission must be received from DIA in advance of a show if unopened bottles of alcoholic beverages are given to attendees as gifts.

All food and beverage must be purchased or coordinated through the official catering service with the exception of individually wrapped candies.

No popcorn machines are permitted.

Advertising and Hosting

No company may advertise their company's meetings or training course material, advertisements or brochures that compete with DIA or any of its events, from within their booth, in any space occupied by the DIA, or in any promotional mailing piece. No company may use the DIA logo on any of their promotional materials. No company may promote a speaker from their company in any DIA related materials.

All promotional material must be confined to the exhibiting booths or information kiosk. Materials found outside these areas will be discarded and the exhibitor will receive a violation penalty.

We request that you use the room drop service we recommend in the service manual, as all room drop materials must be pre-approved by DIA.

DIA offers limited reception and food service hosting opportunities at select conferences. All other moneys brought in are through dues and registration fees. Exhibitors and vendors receive a copy of our Policies and Procedures for Exhibitors booklet which states that DIA is a non-profit and independent, self-funding organization providing a "neutral forum" for the exchange of new information and viewpoints.

Exhibitor Sponsored Special Events and Hospitality Functions

Hospitality functions at DIA meetings provide an ideal forum for networking with clients and prospects in a setting that is unique to the host. The term “hospitality” encompasses every type of function including a large party, a VIP suite for your organization’s executives, a small private breakfast, luncheon, reception, or an off-site event.

DIA reserves all function space at the designated convention center or meeting location and all contracted room block hotels. Confirmed exhibitors may request through the use of the Exhibitor Sponsored Special Event/Hotel Suite Application Form the release of function space at the meeting location or contracted hotel. Availability of function space at meeting location and contracted hotels varies for each facility.

An Exhibitor Sponsored Special Event/Hotel Suite Application Form must be completed and approved in order to obtain function space or VIP suite. DIA reserves the right to close any hospitality suite, meeting room or public room or decline to make rooms or suites available at future DIA Conferences if an organization does not comply with these guidelines.

Providing Prizes and Giveaways

In accordance with the PhRMA Code on Interaction with Healthcare Professionals, it is DIA policy that all giveaways distributed by exhibitors in the exhibit hall must be of educational value to patients and healthcare professionals. Additionally, these items should be of modest value and made available to all registered attendees of the educational activity.

This policy is relevant to all exhibitor types, regardless of whether or not the organization is subject to the PhRMA Code.

The DIA may withhold or withdraw permission to distribute gifts, souvenirs, advertising or other materials, which at its sole discretion, is considered objectionable or inappropriate.

Raffle prizes are not subject to the same restrictions as giveaways, however, it is requested that raffle prizes be of modest value not exceeding \$500.

Access to Exhibition Hall

There will be ample time before each meeting for the exhibitor to install the exhibit booth. Independent contractors are to follow the same schedule and follow all DIA procedures. It is the exhibiting companies’ responsibility to make them aware of all the DIA policies.

Admission to the exhibit hall after set-up for all exhibitor staff will be by badge only. Registered exhibitor representatives, wearing the official meeting badge, may enter the exhibit area one hour prior to opening and may remain in the hall one hour after closing each day.

Exhibits must be staffed at all times during the exhibit hours.

Absolutely no dismantling of booths will be permitted before the specified adjournment of the trade show portion of the meeting. This is disruptive and dangerous to attendees and other exhibitors. Penalties will be imposed on any exhibitor who does not abide by this policy and will affect the exhibitor’s ranking in the booth selection process as well as the possibility of exhibiting at future meetings.

No children under the age of 18 years will be allowed in the exhibit hall during set-up, show hours or dismantling due to liability issues.

Admission during installation will be restricted to exhibitors and independent contractors with badges only.

Tabletop Displays

Tabletop displays are available at select DIA meetings. Meetings with a standard booth exhibit hall do not offer a tabletop display opportunity.

If space allows, tabletop displays will be offered at a minimum fee of \$1,500 plus attendee registration fees for all personnel. At least one staff representative per tabletop is mandatory. Tabletop display fees includes one (1) skirted table, one (1) chair and access to an electrical outlet, unless otherwise noted on the Application for Tabletop Display.

All display materials must be placed on the surface of the table. No additional equipment may be placed in the surrounding area, with the exception of floor banners (maximum size of 30" wide x 72" high) in the immediate vicinity of the tabletop, if space allows. No signs, banners, flags, etc. may be displayed from the ceilings or walls, but are acceptable if attached to the table.

Tabletops are not guaranteed for the duration of the meeting. Advertisements and/or announcements for non-DIA sponsored meetings or workshops may not be distributed or promoted.

Tabletops will be placed either in the registration area or the luncheon room, depending on the venue and size of the tabletop exhibition. Tabletop selection is handled onsite by the exhibitor in a first-come, first-served fashion, unless the size of the tabletop exhibition constitutes selection beforehand. If this is the case, tabletop selection will follow the guidelines outlined under the heading Booth Selection.

Cancellations and Refunds

Cancellations by any exhibitor will not be accepted unless written notice of such withdrawal has been received by DIA. Written notice may be provided via email, fax or, post. The cancellation policy is noted on each application. Reducing booth space (downsizing) is subject to the same cancellation policy and refund schedule. Cancellation fees may not be applied to future orders. No exceptions can be made to this policy.

In the event that a refund is due, this refund will be processed in the same manner payment was received. In the case that a credit card that is no longer valid, please mention this in the written notice and a check will be issued. For check and bank transfer refunds, please provide DIA with appropriate address or bank details.

DIA's Inability to Fulfill Obligation

If DIA should be prevented from conducting the exhibition by any cause beyond its control or if it cannot permit the exhibitor to occupy space due to circumstances beyond its control, DIA will refund, to the exhibitor, the amount of the rental fee paid, and DIA shall have no further obligation or liability to the exhibitor. Selection is only permitted to exhibitors who have issued required payment for their booth rental order.

WORLDWIDE HEADQUARTERS

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