

# WINTER CONFERENCE MEETING TERMS AND CONDITIONS

*\*\*Application process opens on August 5<sup>th</sup>, 2024. The AAO reserves the right to update the terms and conditions, including the event times, up until the start time of the Winter Conference.*

Any company interested in exhibiting at an AAO conference should contact Elizabeth at [ecordes@aaortho.org](mailto:ecordes@aaortho.org) to get setup in the Exhibitor Console.

Exhibitor application links will be sent to the primary contact for each company, and once your booth is confirmed by show management, you will be sent a link with access to the exhibitor platform.

***DISCLAIMER: The AAO makes no guarantees regarding the total attendance or the level of traffic at any exhibitor's or sponsor's booth or event during the conference. While the AAO will make reasonable efforts to promote the event and facilitate attendee engagement, actual attendance and booth traffic are subject to various factors beyond the AAO's control. Exhibitors and sponsors acknowledge and accept that participation does not ensure specific results or outcomes.***

*\*\*All exhibitors who submit an application agrees to abide by the following terms and conditions.:*

**Application and Acceptance – By submitting an application to participate as an Exhibitor or sponsor at this conference, you acknowledge and agree that acceptance of these terms and conditions and the submission of the application does not constitute a binding contract. A contract will only be formed upon the explicit approval of the application by the AAO. The AAO reserves the right to approve or reject any application at its sole discretion. Only upon receiving a formal approval notice from the AAO will a binding contract be established.**

**Space Rental Fees** – The AAO space rental fees are based on the total square feet utilized. Space in the Exhibit Hall is rented on a square foot basis, with maximum rental being 100 square feet in a 10'x10' configuration. When appropriate, the exhibit areas are provided with an 8'-high back drape and a 3'-high side rail. Base rental fee for an in-line 10x10 booth is \$3400. Booths in a premium location will be applicable to an additional fee of \$150. These booths are identified on the floorplan included in your exhibitor prospectus. Each company is limited to the purchase of one 10x10 booth.

***Please note:*** *Sponsor Lunch N' Learn Package, , Breakfast Sponsorship, Reception Sponsorship, and Conference App Sponsorship will be equipped with a 10x10 booth included in the purchase of the sponsorship package.*

**Deposit** – A fifty percent (50%) deposit must be submitted through your exhibitor console at the time of contract beginning on August 5, 2024. If paying by check, booths will be assigned once the check is received in the AAO office. **No space will be confirmed without receipt of deposit.**

***Please note:*** *Payment for purchase of a sponsorship must be collected in full at the time of purchase.*

**Balance of Payment** – Payment in full must be received in the AAO office no later than December 6, 2024. The AAO reserves the right to cancel any unpaid space after December 6, 2024, and resell the space without any liability or refund of deposit.

**Cancellations** – Exhibitors must notify the AAO show management in writing by submitting a completed and signed Cancellation Form of their need to cancel their booth space and/or sponsorship at the AAO Winter Conference. In so doing, the exhibitor recognizes the AAO may not be able to replace that lost revenue. For that reason, the exhibitor agrees to allow the AAO to retain funds according to the following schedule:

1. If booth space or sponsorship is cancelled prior to November 8, 2024, the AAO will retain 25% of the total cost. (\$850 for a standard 10x10)
2. If booth space or sponsorship is cancelled on or after November 8, 2024, through and including December 6, 2024, the AAO will retain 50% of the total cost. (\$1,700 for a standard 10x10)
3. If booth space or sponsorship is cancelled after December 6, 2024, the AAO will retain or collect 100% of the total cost. No refund will be given.

All cancellations will be assessed with a minimum processing fee of \$150. Should the in-person meeting be cancelled, the AAO agrees to notify the contracted exhibitors as soon as possible and the refund will be processed accordingly. Please allow up to 30 days for your refund to process.

*In all cases, exhibitors are responsible for cancelling any other reservation (e.g. – hotel or airline reservations) made in connection with the event.*

**Subletting/Sharing Space** – Exhibitors cannot sublet, assign, or share any portion of the assigned exhibit space to any other person or company, without the express written consent of AAO Show Management.

**Eligibility for Exhibitors** – The AAO will consider all exhibit contracts based on the following criteria but reserves the right to reject an application for any reason whatsoever at their sole discretion:

1. Manufacturers, suppliers and distributors of orthodontic products and services.
2. Manufacturers, suppliers and distributors of products and services that benefit orthodontics.
3. Manufacturers, suppliers and distributors of products and services that are considered by the AAO to be of general interest to Winter Conference attendees.
4. Providers of professional, financial, consulting, and miscellaneous services that are considered by the AAO to be of general interest to conference attendees.
5. Only dental-related companies who do not engage in, or provide material support for or to, teledentistry services that do, in the AAO's sole discretion, meet the necessary standards of patient care and/or safety, including but not limited to requiring sufficient supervision (both in-person and/or otherwise) by a licensed dentist and/or orthodontist, will be permitted the right to exhibit.
6. **The AAO reserves the right to prohibit any exhibitor at its sole discretion, regardless of whether it meets any of the above criteria.**
7. To determine eligibility, potential exhibitors must provide either a website link to their products that will be showcased at the Annual Session and/or provide a

description of the products that will be displayed. Only those products that relate to the practice or business of orthodontics are eligible for exhibition.

**ANY false representations by an exhibitor of the nature of their business or products will result in forfeiture of the right to exhibit and no refund will be made.**

**Rejected Contracts** – In the event an exhibit contract is not accepted by the AAO, the deposit for the exhibit space will be refunded to the applicant.

## EXHIBITOR SPACE ASSIGNMENT

**Space Assignment Policy** -The AAO also has the right to limit the number of exhibitors of similar products or services. AAO reserves the right to assign exhibitors within the Exhibit Hall according to the type of products or services exhibited.

**The assignment of booth space is determined by these general criteria in the order listed:**

Companies who identify their desire to participate in one of the following activations:

- Breakfast Sponsorship
- Sponsor Lunch N' Learn Package
- Reception Sponsorship *Conference App Sponsorship*

Exhibitors must notify Holly Kiel via email at [hkiel@aaortho.org](mailto:hkiel@aaortho.org) prior to August 4th to receive priority booth placement.

All other booth space shall be assigned in order of the following:

- Returning Exhibitor
- The date of receipt of the completed application
- The nature of the company
- The products to be displayed

**Relocation of Exhibits** –The AAO may alter the location of any exhibit at any time, if in the best interest of the exhibition. The AAO also has the right to prohibit or remove any exhibit, or part of any exhibit, that violates policy, local ordinance, or is judged inappropriate by the AAO for any reason, in its sole discretion. Exhibitors requesting additional available space on-site will be allowed to move upon approval by the AAO. Once the show has begun, movement of booths shall not occur until the Exhibit Hall is closed for that day. The AAO reserves the right to deny additional space requests should the request cause undue hardship to the exhibition. **No changes to booth locations will be permitted onsite without the expression permission of the AAO. Any exhibitors who fail to abide by this policy or who are discovered to have relocated their booth without permission may be asked to leave and will not be eligible for a refund.**

## EXHIBITOR HOUSING & REGISTRATION

**Registering Booth Staff** – Each exhibiting company may register two (2) representatives per each 100 square feet purchased, at no charge. Registration is available through the exhibitor console. Exceptions to the two (2) representatives per 100 square feet booth are the companies that purchase the following sponsorships:

1. Breakfast Sponsorship – comes with six (4) staff badges.

2. Sponsor Lunch N' Learn Package – comes with six (6) staff badges
3. Reception Sponsorship – comes with six (6) staff badges

To register booth staff, exhibitors must link to the AAO's registration manager, CDS, through the exhibitor console.

Exhibitors may register representatives from their distributors as booth staff. The Exhibitor agrees that anyone registered as their booth staff is subject to the terms of this contract.

**Name Badges** – Exhibit name badges will be printed onsite. The exhibitor registration counter is located in the Registration Desk on Level 3 at the JW Marriott Marco Island Beach Resort. Security personnel will be located at all entrances to the Exhibit Hall to ensure that only properly registered people enter. Any transfer or unauthorized use of the official name badge is prohibited. Name badges may not be altered in any way. Stickers, ribbons and/or emblems, designed for the purpose of being affixed to the official Winter Conference identification badge are strictly prohibited.

**Admission of Guests** – Admission of exhibitor guests is strictly prohibited. Badges will not be issued to representatives of non-exhibiting companies. Exhibitors may not register orthodontists, dentists, or other individuals as exhibitors unless they are employed by or officially represent the company and will staff the exhibit. An exhibiting company that registers a representative from another company, or an orthodontist, dentist or other individual that is not an employee or official representative of the exhibiting company, will be assessed a \$2,150 fee per non-authorized registrant. This fee represents the on-site registration fee for non-members, and it must be paid prior to the end of the show on January 26, 2025.

**Admission to AAO Lectures** – Exhibitors are prohibited from attending the AAO lecture programming at Annual Session. Only those who qualify for and are registered as doctors, students, faculty, or members of an orthodontic team are eligible to sit in lecture rooms.

**Making Hotel Reservations** – Exhibitors are expected to use the AAO official housing company, OnPeak, to secure room reservations for their employees. Hotel reservations open on August 5, 2024. Rooms may be reserved by linking to OnPeak through the exhibitor hub.

## **BOOTH PERSONNEL CONDUCT**

**Conduct** – Exhibitors and their agents are expected to always act in a professional manner. Any disruptions or unacceptable conduct may result in ejection from the Exhibit Hall with no refund of exhibit and/or sponsorship fees. Under no circumstances is it appropriate for any exhibitor to photograph or record another exhibitor's booth or products. Any exhibitor caught doing so will be permanently dismissed from the exhibit hall with no refund of their exhibit charges. Exhibitors are not permitted to enter the exhibit booth of a competing company unless invited.

**Exhibitor Staffing** – It is the policy of the AAO that all exhibits be staffed throughout the official hours of the Exhibit Hall. Exhibitors are required to open and close their exhibits according to the official exhibit hours.

**End of Show** - The Exhibit Hall floor will close on Saturday, January 25 at 6:00pm Eastern Time. Exhibitors will NOT be allowed to tear down their booth space prior to Exhibit Hall close. Exhibitors caught tearing down their booth space prior to the closing of the Exhibit Hall on the last day of the meeting may be subject to loss of priority points and loss of any preferential booth selection in subsequent years.

If an exhibitor needs to tear down earlier than 6:00pm on Saturday, January 25 they must fill out a form and get a formal approval from AAO show management. Forms are located in the exhibitor hub.

**Solicitations by Non-Exhibitors** – Only registered AAO exhibitors are allowed in the Exhibit Hall or other programs related to the AAO Winter Conference. No company or organization not assigned exhibit space will be permitted to solicit business within the Exhibit Areas. Violators of this policy will be promptly dismissed from the Annual Session and will not be eligible to participate in future AAO events and/or exhibits.

**Exhibit Hall Admission** – Exhibitors are allowed to enter the Exhibit Hall one (1) hour before the opening and are allowed to stay one (1) hour after the closing of the Exhibit Hall.

**Messages and Paging** – Paging will only be allowed for documented emergencies. Exhibitors are encouraged to make arrangements through the Exhibitor Service Kit should they require telephone service in their exhibit.

**Care of Building** – Any damage to the building by the exhibitor or the exhibitor's agent will be charged to the exhibitor. Walls, woodwork, and flooring must not be defaced or altered in any manner whatsoever. Tacking, taping, or nailing of signs, banners, etc., to any permanent wall, post, woodwork, or floor is prohibited. No nails may be attached in any way to the building.

**Smoking Policy** – The AAO has a no smoking policy for all AAO events. This includes the Exhibit Hall (including set up and tear down time), all seminars and lectures, all food and beverage functions, and all areas of the convention center.

**Marketing and/or Distribution of Printed Material** – Exhibitors may not use strolling entertainment (Including mascots), nor distribute samples, magazine, or advertising materials in any area outside their exhibit booth including but not limited to, paraphernalia that is associated with or representing a competing or similar entity as the Association or their publications. Any type of product distributed for purposes of display in other Exhibitors booths will be immediately removed and destroyed. Distribution of printed material (including swag) by exhibitors, or their agents is limited to their contracted exhibit space, with the exception of the Marketplace: Exhibit Hall Preview Sponsors, or Table Swag Sponsors. Materials and advertising may not be distributed in any other area inside or outside the convention center or within 5 miles of the convention center or the AAO's contracted hotels without prior AAO authorization. In addition to the limitations on distribution of printed material, exhibitors agree to refrain from advertising (including, but not limited to billboards, banners, flyers, etc.) within 5 miles of the venue.

**Drones and remotely operated vehicles** – The use of drones or other remotely operated vehicles is strictly prohibited inside the Exhibit Hall and conference center.

## IN-BOOTH ACTIVITIES

**Prize Contests** – Prize contests, giveaway contests, games of chance, raffles, and drawings are permitted with approval by the AAO to generate traffic to your exhibit. Requests for any type of traffic generator must be submitted in writing to the AAO show management at [ecordes@aaortho.org](mailto:ecordes@aaortho.org). All rules of participation and entry into any prize contest, giveaway, games of chance, raffles or drawings must be clear and made available to all participants. The rules and terms cannot be changed once the event is announced.

**Product Distribution** – The following guidelines should be used in taking orders and distributing products:

1. Order taking may occur any time the Exhibit Hall is officially open.
2. Any exhibitor taking orders or distributing products in the Exhibit Hall must offer 100% refund to any attendee who makes a purchase in the AAO Exhibit Hall. Exhibitors agree to extend the refund and cancel the purchase immediately upon request. Refund and return policies must be provided to the purchaser in an easy-to-read format prior to completing a sale.
3. Attendees may take delivery of their order in the Exhibit Hall at any time the Exhibit Hall is open. All convention center & AAO hotel block public areas are prohibited for the distribution of product orders.

Exhibitors cannot display any product or service in the assigned exhibit space other than the product or service normally distributed in the regular course of business. Violations can result in immediate closure and removal of the exhibit from the Exhibit Hall without refund of space rental fees.

**Projected Images and Lighting** – Projected images and lighting must be contained within the exhibitor's contracted space.

**Sound Restrictions** – Sound amplification must be kept at a level that does not disturb other exhibiting companies or attendees. Audiovisual is permitted provided that screens and monitors are placed to not cause congestion in the aisles and the sound is not excessive. The AAO reserves the right to determine at what point the sound level constitutes interference with others. Live performance of music by an exhibitor is not permitted in the Exhibit Hall. Exhibitors must obtain their own licensing agreements with the American Society of Composers, Authors, and Publishers (ASCAP) and Broadcast Music, Inc. (BMI) should the exhibitor choose to play music licensed by those two organizations.

## Attendee Rights

By participating in the Event, exhibitors and sponsors acknowledge the importance of providing a welcoming, respectful, and enriching environment for all attendees. To ensure a positive and inclusive experience, exhibitors and sponsors agree to abide by and respect the following Attendee Rights:

1. **Right to Respect and Dignity** – Every attendee has the right to be treated with respect and dignity. Harassment, discrimination, or any form of disrespectful behavior will not be tolerated.

2. **Right to Safety** – Attendees have the right to feel safe and secure throughout the conference. This includes physical safety as well as the protection of personal information.
3. **Right to Clear Communication** – Attendees have the right to clear and timely communication regarding the conference schedule, session locations, terms of sale, refund policies, and any changes or updates. Information should be provided in multiple formats to accommodate different needs.
4. **Right to Participate** – Attendees have the right to actively participate in sessions, workshops, and discussions without fear of interruption or dismissal. This includes the right to ask questions and express opinions respectfully.
5. **Right to Privacy** – Personal information collected during the registration process or at any point during the conference shall be kept confidential and used only for intended purposes. Attendees have the right to opt-out of data sharing and promotional materials.
6. **Right to Equal Opportunity** – All attendees have equal opportunities to engage in conference activities, access resources, and network with other participants. Exhibitors shall be responsible for making its exhibit space accessible to all persons including those with disabilities as required by the Americans with Disabilities Act
7. **Right to Support** – Attendees have the right to seek assistance from AAO staff or designated support personnel at any time.
8. **Right to Enjoyment** – The conference environment should be enjoyable and conducive to learning, networking, and professional growth.
9. **Right to Intellectual Freedom** – Attendees have the right to explore new ideas, engage in intellectual discourse, and access a variety of viewpoints without censorship or undue restriction.

By adhering to these rights, exhibitors and sponsors will help create an environment where all attendees can thrive, connect, and grow.

## **SPONSORSHIP REGULATIONS**

**Sponsorship** – Initial priority is given to the previous year’s sponsor of a specific activation. If the previous year’s sponsor does not re-purchase an activation, that activation is made available to all other exhibiting companies. All exhibiting companies have priority in purchasing sponsor activations over non-exhibiting companies.

Non-exhibiting companies may purchase any marketing-related sponsor activation that is available on or after December 6, 2024.

Neither AAO members nor exhibiting companies shall solicit sponsorships for their events occurring in conjunction with the AAO Annual Session. The expense of any event occurring in conjunction with Annual Session shall be born entirely by the host/hosting organization. Any exhibitor who sponsors or solicits sponsorships on behalf of a host

organization will be found to be in violation of their exhibiting contract and will lose priority booth placement at the next contracting period (and subsequent penalties) as outlined in the Exhibitor Violation Policy in these terms and conditions.

## **EXHIBITOR/ATTENDEE-SPONSORED EVENTS**

*\*\*The AAO has reserved Friday, January 24 and Saturday, January 25 beginning no earlier than 6:30pm, as free time for AAO exhibiting companies to entertain AAO attendees. Exhibitors are encouraged to use these times for any events they might be inclined to host.*

### **Exhibitor-Sponsored Courses, Lectures, Study Groups, Clinics and Hospitality**

**Events** – Any AAO event exhibitors or attendees are required to complete the Function Space Request form to conduct a course, lecture, study group, clinic, or other such event in conjunction with any AAO event. Once the exhibitor/attendee's event is approved, appropriate available space will be assigned to the group, and the group will work directly with the venue assigned. Exhibitors/attendees in violation of this policy may be penalized in any manner deemed appropriate by show management, including having contracted space canceled without refund and removal from the Exhibit Hall without refund of space rental fees.

The AAO will allow the presentation of meetings, programs, events, and courses by individuals, organizations, or business entities in conjunction with the Annual Session if they comply with the criteria listed below.

1. Permission must be requested by the host from the AAO which shall include a description of the event, location, proposed promotional materials and anticipated audience size and makeup. All requests must be approved in writing by the AAO, and the AAO reserves the right to approve or disapprove any presentation or event in its sole and absolute discretion.
2. Orthodontic manufacturers, dental supply companies, or representatives from social media groups requesting permission must be exhibiting at the AAO event related to the request.
3. Supplier events must be held within forty-eight (48) hours prior to the AAO Winter Conference or following the conclusion of the Winter Conference.
4. All in attendance at the exhibitor/attendee's event must be registered for the Annual Session to which the event relates.
5. Event organizers must utilize the AAO to secure event and meeting space. Event organizers must fill out the Function Space Request Form In order to secure approval. The Function Space Request Form can be found in the exhibitor hub.
6. Approved event sponsors shall not use the AAO logo, AAO conference logo or refer in any way as being part of the AAO conference in their event marketing, unless previously authorized under an existing written agreement with AAO show management.
7. Upon written approval, exhibitors may arrange for Winter Conference attendees to visit/tour the exhibitor's facility. Visits/tours may only take place during the date(s) designated by that year's planning committee for Exhibitor Sponsored Hospitality Events.
8. Award Ceremonies – Neither AAO members nor exhibiting / sponsoring companies will be allowed to host their own award ceremonies (events that recognize any one

orthodontic supplier or vendor company or any one speaker over another) in conjunction with any AAO meeting or conference, or at any AAO contracted venue or hotel.

Any exhibitor who is found to be in violation of their exhibiting contract will lose priority booth placement at the next contracting period and is subject to any additional penalties as outlined in the Exhibitor Violation Policy.

## **EXHIBIT SPECIFICATIONS**

**Aisle Space/Floorplan** – Ten-foot aisles have been predetermined in the floorplan. The AAO will submit the final reconfigured floor plan to the Fire Marshall for approval. The AAO reserves the right to reconfigure the floorplan as necessary according to final space assignment, facility restrictions, and fire codes.

**Arrangement of Exhibits** – When appropriate, the exhibit areas are provided with an 8'-high back drape and a 3'-high side rail. In-line booths must follow this standard 8' height limit. Exhibitors must arrange their displays so as not to obstruct the general view of other exhibits. All displays or solid construction in excess of 3' high must be a minimum of 3' behind the perimeter line of the exhibit. Maximum exhibit height should not exceed 8'.

**Enclosed/Covered Exhibit Booths** – The National Fire Protection Association has revised guidelines for the display of covered exhibit space. Exhibits that are covered must meet the following minimum life safety requirements:

1. Enclosed or covered areas must be protected by an audible smoke detector. This includes storage closets built into the exhibit.
2. Each enclosed or covered area must display a charged fire extinguisher with a minimum rating of 2A, 20BC.
3. There should be no less than two exits from each occupied covered area.
4. A fire prevention attendant shall be provided by the exhibitor and will be on duty at all times the exhibit is unoccupied.

**Helium Balloons** – Helium balloons or other lighter-than-air items are strictly prohibited in the Exhibit Hall.

**Non-Flammable Materials** – All materials used in the exhibit must be nonflammable in conformance with local fire codes. No combustible decorations such as crepe paper, tissue paper, cardboard, or corrugated paper can be used at any time. All packing containers, excelsior and wrapping paper are to be removed from the floor and cannot be stored in the exhibit area. All cloth decorations must stand a flameproof test as prescribed by the local fire department. Material not conforming to fire codes will be removed at the exhibitor's expense.

**Signs** – No signs, lighting trusses, or banners may be placed outside of the Exhibit Hall or outside of the assigned exhibit space except as previously authorized by AAO show management. Illuminated signs must be contained in and be a part of the total display and are to be professional in appearance. Strobe or flashing signs are not permitted.

## **INSURANCE & SALES LICENSE**

**Certificate of Insurance** – All exhibitors must provide proof of insurance by December 31, 2024, in order to be allowed in the Exhibit Hall. Should a Certificate of Insurance not be received by December 31, 2024, the exhibit space may be canceled without refund of monies. The AAO requires the following coverage, with respect to insurance:

1. Comprehensive General Liability insurance, including contractual liability with limits of at least \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury and/or property damage arising from the premises/operations and/or products and completed operations. Also, providing coverage at the same limits for personal and advertising injury.
2. Worker's Compensation or waiver to full compliance of federal and state laws covering all of the exhibitor's employees for any work done on the exhibitor's behalf with limits for employer's liability of at least \$500,000 for bodily injury to each employee by accident, \$500,000 for bodily injury to each employee by disease, \$500,000 policy limit for bodily injury by disease.

This insurance must be in force during the lease dates of the event, January 22-28, 2025, naming American Association of Orthodontists (401 N. Lindbergh Blvd., St. Louis, MO 63141) as the certificate holder. The following are required to be listed as additional insured: American Association of Orthodontists and JW Marriott Marco Island Beach Resort.

**General Insurance/ Liability Information** – Each party involved in the Annual Session is responsible for any claims arising out of its own negligence and intentional acts, and those of its employees or agents. Each party agrees to be responsible for its own property through insurance. It is understood that the AAO, the JW Marriott Marco Island Beach Resort, Freeman Decorating Company (FDC), and their agents will have no liability of any kind for injury to any person or for any loss or damage to property of exhibitors prior, during or after the Winter Conference. The AAO will not be liable for damages caused by failure to provide, or delays in providing, exhibit areas due to natural disasters, strikes, riots, or any other circumstance beyond the control of the AAO, or for any negligent or intentional acts of any exhibitor or any third party. By signing the exhibit contract, you agree to indemnify, save, defend, and hold the AAO harmless from any and all damages, liabilities, actions and demands, including reasonable attorney's fees arising out of, or related to, your negligent and/or intentional actions in exhibiting at the Winter Conference, and any breach of these rules and policies.

**Bonding** – The American Association of Orthodontists reserves the right to require exhibiting companies to be bonded through an approved bonding company, in an amount determined by the AAO to be satisfactory, in its sole discretion.

## **EXHIBITOR SERVICES**

**Official Contractor** – Freeman Decorating Company has been selected as official exhibitor service contractor for the Winter Conference. This contractor acts on its own behalf and neither they nor their staff are agents, employees, or representatives of the AAO. The contractor will bill each exhibitor directly for their services. The AAO does not assume any liability or responsibility for any act performed or omitted by the official contractor.

**Exhibitor Service Kit** – An official Exhibitor Service Kit will be available through the exhibitor console. The Exhibitor Service Kit will contain information and order forms for the following services:

**Cleaning Services** – The AAO will vacuum the Exhibit Hall aisles once each evening during closed hours. This service does not include any portion of the exhibits. Exhibitors are responsible for the cleanliness of their own exhibit area. Cleaning information will be included in the Exhibitor Service Kit.

**Delivery of Freight Materials** – All freight and display materials must be delivered through the loading dock of the JW Marriott Marco Island Beach Resort and are subject to material handling fees. Full time employees of an exhibiting company are allowed to hand-carry items to their booths. Complete shipping and drayage instructions for exhibitors are included in the Exhibitor Service Kit.

**Electrical Requirements** – Electrical wiring and equipment installation must comply with applicable Marco Island, FL ordinances. All electrical requirements must be ordered through the Exhibitor Service Kit which is available through the exhibitor console.

**Equipment and Furnishings** – Exhibit furnishings will consist of a background drape 8' high, side rail drape 3' high as appropriate, a 7" x 44" identification sign with the exhibitor's company name, a counter height table, two stools and a wastebasket will be supplied. Freeman Decorating Company will be responsible for providing all additional equipment, furnishings, and labor required by the exhibitor. Orders may be placed by reviewing the Exhibitor Service Kit once it is available through the exhibitor console.

**Security Service** – Although the AAO will furnish 24-hour general security for the Exhibit Hall during the show, the AAO, Freeman Decorating Company (FDC) and the JW Marriott Marco Island Beach Resort will not be responsible for any theft or damage to persons or property related to the exhibitors, and do not guarantee the safety of any exhibitor or its products. The exhibitor is urged to take maximum precautions in securing their own exhibit area prior, during, and after the show. Order forms for security service will be available in the Exhibitor Service Kit found online in the exhibitor portal.

**Independent Contractors** – All exhibitors must inform AAO show management when using a service provider other than Freeman Deco, for the installation/ set-up of exhibitor's booth. Exhibiting companies are responsible to complete the EAC Notification Form that is provided through the exhibitor console. This form must be received in the AAO office by December 31, 2024. All Exhibitor Appointed Contractors (EACs) are subject to the same general liability and worker's comp insurance requirements as exhibitors and agree to comply with all conduct as stated herein. Exhibitors are responsible for forwarding the Exhibitor Service Kit to each EAC.

**Labor** – All labor (other than that secured by an Exhibitor's EAC) must be obtained from the official decorator, Freeman Decorating Company, at the prevailing rates. Straight time will be charged between the hours of 8:00am and 4:30pm Monday through Friday, except for holidays, when applicable rates will be assessed. Overtime will be charged at all other times. No alcoholic beverages may be consumed in the Exhibit Hall during set up or tear down. Violators will be ejected immediately from the Exhibit Hall.

## **MARKETING & ADVERTISING**

**General Requirements** – All exhibiting companies must adhere to the following requirements for displaying or promoting products and services at AAO sponsored meetings:

1. All claims regarding products and services should be truthful and accurate and may cite, in footnotes, references from dental and other scientific literature provided the reference is truthful and is a fair and accurate representation of the body of literature supporting the claim(s) made.
2. All products and services should be relevant, effective, and useful in the practice of orthodontics and/or the dental profession unless given prior approval by the AAO.
3. Comparative advertising claims for competing products and services must be substantiated adequately. Unwarranted disparagements or unfair comparisons of a competitor's products or services will not be allowed.
4. Guarantees may be used in product/service promotion provided the statements that are "guaranteed" are truthful and can be substantiated. However, no guarantee should be used without disclosing its conditions and limitations.
5. Products and services and claims regarding such producers and services, may not be in conflict with or appear to violate AAO policy, the AAO Principles of Ethics and Code of Professional Conduct or its Bylaws.
6. The AAO may, in its sole and absolute discretion, prohibit any exhibitor from promoting any product or service that conflicts with this policy or is the subject of any governmental restriction or action.
7. The AAO further reserves the right to prohibit any exhibitor from promoting or exhibiting any product or service that offers, or provides material support for or to, teledentistry or teledentistry services that do not, in the AAO's sole discretion, meet the necessary standards of patient care and/or safety, including but not limited to requiring sufficient supervision (both in-person and/or otherwise) by a licensed dentist and/or orthodontist.
8. Complete scientific and technical data, whether published or unpublished, concerning product safety, operation, and usefulness may be required by the AAO. This data must be acceptable to the AAO, in its sole discretion.
9. Companies' activities, products, and services must comply with all applicable laws. Companies may not engage in nor offer marketing activities, services, or products that provide incentives for reviews or only encourage, permit, or display positive reviews.

**Photos and Videos by Exhibitors** – The AAO encourages all exhibitors to post about their involvement in the Winter Conference on all social media platforms. However, exhibitors may only photograph their own displays. All other photography and videotaping in the Exhibit Hall is strictly prohibited. Any exhibitor caught doing so will be permanently dismissed from the exhibit hall with no refund of their exhibit charges.

**Distribution of Printed Advertising Material** – Fliers or printed material delivered to hotel rooms is strictly prohibited during the Winter Conference. Please refer to page 6 under **Marketing and/or Distribution of Printed Material** for further information.

**Exhibitor Program Listing** – Exhibitor Program Listing will be in digital format only. Exhibitors are responsible to edit their own information and check for spelling/grammar errors. Exhibitors understand that to be included in any program listing, all information must be loaded into their exhibitor hub.

**Mailing Lists/Labels** – AAO membership lists and/or Winter Conference attendee pre-registration lists are available in electronic format to official AAO exhibitors for a fee. All mailers must be approved by the AAO. Member mailing lists purchased for one-time use can be obtained through Ashley DeRoy at [aderoy@aaortho.org](mailto:aderoy@aaortho.org). Attendee mailing lists purchased for one-time use may be obtained from CDS through the exhibitor console. Note: CDS is the only official contractor authorized to sell a list of Annual Session attendees to exhibitors. Please do not purchase from any other company that contacts you for mailing lists. **Note: CDS is the only official contractor authorized to sell a list of Annual Session attendees to exhibitors. Please do not purchase from any other company that contacts you for mailing lists.**

**Requirements for Exhibitor Promotional Mailing Distributions** – Exhibitors delivering promotional, commercial, or marketing communications must meet the following requirements when delivering communications to recipients on the member mailing list or attendee mailing list:

1. the communication must contain accurate header information, including the originating domain name and email address;
2. the subject line must accurately reflect the content of the message;
3. if applicable, the communication must clearly and conspicuously disclose that the message is an advertisement;
4. the message must include a valid physical postal address, including a street address, a registered post office box with the U.S. Postal Service, or a private mailbox registered with a commercial mail receiving agency under postal service regulations;
5. the recipient must be provided a clear and conspicuous explanation of how the recipient can opt out of receiving additional email from the exhibitor in the future; and,
6. the exhibitor must honor opt-out requests immediately without any cost to the recipient, without requiring the receiving party to provide personally identifying information beyond an email address, and without requiring the recipient to undertake any action other than sending a reply email or visiting a single page on an internet website to opt-out. The above requirements must also be adhered to by any third-party company or vendor that handles marketing or promotional communications for the exhibitor. For purposes of clarification, the most practical way to implement the required opt-out notice is to include an “unsubscribe” link in the email or message, together with a statement informing the recipient of the ability to opt-out. By way of an example, exhibitors should consider employing the following communication: “You are receiving this business communication from [Business Name] as you have expressed interest in our [productions and services]. If you no longer wish to receive these communications, you can unsubscribe by clicking here.”

**Use of the AAO Logo** – Approved exhibitors shall not use the AAO logo, AAO conference logo or refer in any way as being part of the AAO conference in their event marketing, unless previously authorized under an existing written agreement with show management.

**AAOF Industry Case Partners** – AAOF Industry Case Partners/Exhibitors that have contributed to the American Association of Orthodontists Foundation (AAOF) will be recognized in the Exhibit Guide exhibitor listing.

## **CONFLICTING EVENTS**

Exhibitors and sponsors agree that participating in this conference is a reflection of their commitment to unify and strengthen the orthodontic specialty. As such, exhibitors and sponsors of the AAO's Winter Conference agree to not host a meeting / conference / event for orthodontists and / or their teams for a period of five (5) weeks before and five (5) weeks after the dates of this conference. Failure to comply with this provision may lead to exclusion from future events organized by the AAO. Exhibitors and sponsors further agree that to host a meeting / conference / event requiring orthodontists and / or their teams be present within that time frame would prevent some from attending the AAO's Winter Conference, thereby working against the professional unity and strength the AAO's Winter Conference seeks to build. Actual damages likely to result from any breach of this provision are difficult to estimate and would be challenging to prove. Therefore, the Parties have agreed to liquidated damages, in lieu of actual damages, to be paid by the Exhibitor/Sponsor to the AAO. The amount of liquidated damages shall be \$15,000 payable immediately upon request, and the parties acknowledge and agree that the liquidated damages amount set forth in this Agreement is a reasonable estimation of the actual damages that might arise from such a breach. Failure of AAO to enforce this clause in any instance shall not constitute a waiver of the right to enforce it in any other instance.

## **EXHIBITOR VIOLATION POLICY**

In its sole discretion, AAO show management may assess penalties for violations of these Terms & Conditions on the show floor during AAO Winter Conference. Show management will deliver to the offending company one warning on-site (when applicable) and then apply penalties, as follows:

1. Should the booth and/or exhibiting company not comply following the first warning, the offending company will lose their ability to participate in the 2026 Winter Conference.
2. If a third warning is required, the offending company may lose its priority point balance.
3. Show Management may require the offending company to vacate its booth should additional violations be witnessed and will not be allowed to participate at the 2026 Annual Session and future Winter Conferences.

By agreeing to these terms and conditions, you understand and agree that penalties may be added or amended at any time as is seen necessary by show management.

## **ACCEPTANCE OF TERMS AND CONDITIONS**

By accessing, attending, registering, or participating in the Event, you acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions. Your registration and participation in the Event constitute your acceptance of these Terms and Conditions in their entirety. If you do not agree to these Terms and Conditions, you must refrain from attending or participating in the Event. Your continued attendance and participation will be considered as your conclusive acceptance of all terms and conditions stated herein. The AAO reserves the right to amend these terms and conditions at any time, and your continued participation will constitute acceptance of such changes.

