

February 10 – 14, 2023 – Hilton Anatole – Dallas, Texas

By applying for exhibit space, a company agrees to adhere to all conditions and regulations outlined in this section. Whenever practical or appropriate, in the view of the ORS, disciplinary action will be progressive according to the violation of the listed Rules & Regulations. However, the ORS reserves the right to levy a more severe penalty, including refusal, or termination of the exhibit, at its sole discretion. In the event of such restriction or eviction, the ORS will not be liable for any refunds on rentals or other exhibit expenses incurred.

Please be sure that your promotional department and anyone else involved in the arrangements of your exhibit is aware of these Rules & Regulations. It is the responsibility of the Exhibitor to see that all booth staff is aware of, and adhere to these rules and conduct himself or herself in a professional manner throughout the conference.

SPACE ASSIGNMENT

Exhibit booth space will be assigned on a first come, first serve basis and is based upon receipt of exhibit applications and full payment to the ORS office. Applications received without payment will not be assigned space until payment is received in full, including those with priority. Subletting and sharing of space is not permitted.

BOOTH INCLUSIONS

Each 10' x 10' booth will be set with 8' high blue back drape, 3' high black side dividers, existing carpet and a 7" x 44" one-line identification sign (which must remain hanging during the entire meeting). ORS will provide cleaning services the evening before the show opens. Cleaning once the show opens will be at the responsibility of the exhibiting company.

AMERICANS WITH DISABILITIES ACT (ADA)

Exhibitors shall be responsible for compliance with the Americans with Disabilities Act of 1992 with regard to their booth space including, but not limited to, wheelchair access. Further information regarding ADA compliance is available via phone at (800) 514-0301 or at <http://www.ada.gov/infoinline.htm>.

CANCELLATIONS/REFUNDS

Booth cancellations must be received in writing to Jennifer Farrell, Senior Manager of Meetings & Education at farrell@ors.org, by the dates listed below to receive a refund. Space not occupied by 10:00 AM on Saturday, February 11 will be forfeited by the exhibitor and can then be resold, reassigned or used by show management without refund.

- On or before December 30, 2022: 10% of booth fees retained
- After January 13, 2023: 50% of booth fees retained

The ORS reserves the right to cancel the exhibition, or any part thereof, with no further liability to the ORS, due to order, or other causes beyond its reasonable control, including without limitation, labor strikes, failure of mass transportation, acts of God (hurricanes, tornado, fire, flood and the like), or pandemic illness, which make it illegal, impossible or inadvisable for the ORS to hold its annual meeting, the exhibition, or any event thereof. The ORS further reserves the right to reject or cancel any application for any reason by the ORS in its sole discretion. The ORS may reject or cancel the application of a potential exhibitor not complying with these Rules & Regulations. Booth payments must be made in full before booth personnel are allowed entry into the exhibit hall.

BOOTH CONSTRUCTION & ARRANGEMENTS

All tools and equipment used during booth set-up must be operated in compliance with the convention center safety guidelines, as outlined by OSHA or other such authorities. Exposed parts of any display must be finished so as not to be objectionable to the ORS. Any change required in bringing an exhibit into compliance will be made at the Exhibitor's expense.

USE OF SPACE

Booths must be open and staffed during the scheduled exhibit hours. The display area will be open to registered exhibitor personnel before the show opens daily. ORS reserves the right to restrict exhibitors which for any reason become objectionable, and also prohibit or evict any exhibit which in the opinion of the ORS may detract from the general character of the show as a whole. All activity must take place within the assigned booth space; this includes the distribution of any printed or promotional material. No soliciting for business shall be permitted in the aisles, or in other exhibitor's booths. Exhibitors may not block access to other booths or the aisle ways. Any demonstrations or activities that cause a disturbance will not be allowed.

Canvassing or distributing advertising matter outside the Exhibitor's own booth is not permitted. Solicitation of business or conferences, in the interest of business, except by exhibiting firms is prohibited. All literature must be distributed from within the assigned booth space.

Loud speaking and sound displays, which include musicians and singers, musical instruments, projections, VCRs, DVD players and other noise-making devices shall be operated at a level that does not interfere with other exhibitors. Sound level from audio devices should not be above 85 decibels when measured from the front of the booth space. ORS reserves the right to approve the attire of any hired models or entertainers. Exhibitors may not display products or offer products in its literature or other media display at the show that have been declared by a US governmental authority or court to infringe on another exhibitor's US intellectual property rights (patent, trademark, trade dress or copyright). At its sole discretion, the ORS may impose appropriate sanctions on an Exhibitor for violation of its provisions, including but not limited to, closing the Exhibitor's booth. Each Exhibitor warrants that it owns the rights to use all US intellectual property to be used by the Exhibitor shall be responsible for securing all necessary licenses or consents for any use of copyrighted works (including music licenses) or other intellectual property in connection with their exhibit and hospitality events at the show.

The purpose of the exhibits is to further the education of meeting attendees through product and serviced displays and demonstrations. Sales and order taking are permitted if transactions are conducted in a manner consistent with the professional nature of the meeting. No signage or advertising of product pricing will be allowed. The Exhibitor is responsible for permits and paying sales tax if applicable. The ORS reserves the right to restrict sales activities that it deems inappropriate or unprofessional. Exhibitors that sell items for delivery on the show floor may be required to obtain city occupational licenses. Additionally, they must be required to collect and remit city and state sales tax.

GIFTS OR PROMOTIONAL ITEMS

Exhibitors are permitted to distribute product samples from their exhibit booth during the ORS 2023 Annual Meeting. In addition, the following non-product items do not require explicit approval from the ORS: pens, pencils, pads of notepaper, tape measures and luggage tags. All other novelty items not manufactured by the exhibitor must be submitted to the ORS office for review and written approval by December 30, 2022. These premiums should be items that can be used during the meeting or in the professional activities of the attendees, and have a cost per items of \$25 or less. Please email Jennifer Farrell, Senior Manager of Meetings & Education at farrell@ors.org to receive permission.

EXHIBIT DISPLAYS

Exhibitors or agents may not attach any item to any stationary wall, floor, window, columns, furniture or ceiling with screws, nails, staples, tape or any other substance. Nothing can be posted, nailed, screwed or otherwise attached to columns, floors, furniture or other areas of the Hilton Anatole. Only professionally printed signs will be allowed for display. Exhibit booths consist of 8' high back drape and 3' high side dividers mounted on aluminum tubular frames. Signs, decorations and equipment may not rise above the 8' back wall, or be placed outside the booth space. Solid construction over 4' high must be a minimum of 5' back from the aisle. Exposed unfinished sides of the exhibit must be draped to present an attractive appearance. Hanging signs are not permitted.

FOOD AND BEVERAGE

Exhibitor distribution of any food or beverages for consumption in the building is prohibited, except with written permission from the ORS. All requests must be submitted in writing to Jennifer Farrell, Senior Manager of Meetings & Education at farrell@ors.org.

EXHIBITOR REGISTRATION

Registration at the ORS 2023 Annual Meeting is a license granted by the ORS who reserves the right to revoke said registration at any time. Access to the exhibit area will be restricted to registered exhibitor personnel, attendees and authorized service personnel. Official badges must be worn in order to enter this area. Fees associated with registration are set by the ORS and are outlined in the Exhibitor Application. It is expressly prohibited to use an exhibitor badge by anyone other than the person registered. Any person violating this policy will be automatically removed and the badge confiscated.

The ORS 2023 Annual Meeting is restricted to ORS registered attendees and exhibitors only, so outside guests are not permitted to attend the event unless they are registered by the ORS at the published registration fee. For exhibitor badges, exhibitors may only register their company personnel under their company name.

The authorized exhibit representative identified on the application for the exhibit space is the exhibitor's official contact with the ORS. The authorized exhibit representative shall have the authority to act on behalf of the exhibiting organization in space reservation transactions with the ORS and to certify that bona fide representatives are operating the exhibit. The signature of the authorized representative on the exhibit application is required and binds the exhibitor and its representatives to all terms and regulations of this document. The ORS must receive written notice of change of authorized representative when applicable.

SAFETY GUIDELINES & FIRE CODE REGULATIONS

Exhibitors must strictly observe all city, state and federal fire laws. All materials used in the exhibit area must be flameproof and fire resistant to conform to local fire ordinances in accordance with regulations established by the National Association of Fire Underwriters. Crates, packing materials, etc. may not be stored in the exhibit hall. All aisles and exhibits must be kept clear at all times, and fire stations and fire extinguisher equipment are not to be covered or obstructed. No flammable liquids shall be used or admitted inside of the center except by approval of the Fire Marshall.

FDA COMPLIANCE

All products that are not FDA approved for a particular use in humans or which are not commercially available in the United States will be permitted to be exhibited only when accompanied by the appropriate signs that indicate the device's FDA clearance status. The following are signs that should be displayed:

- This device is not cleared by the FDA for distribution in the United States.
- This device is intended to be used in the United States as described in the product's labeling.

Signs must be easily visible and placed near the device themselves and on any graphics depicting the device. The exhibitors shall have available in the booth a letter from the FDA which describes the FDA clearance status of the designated use of the product or products. Exhibitors are cautioned about the FDA's prohibition of promoting devices that are cleared for marketing for unapproved uses. Requests for information and guidance should be directed to:

FDA Division of Small Manufacturer's International and Consumer Assistance (DSMICA)

(800) 638-2041 / (240) 576-3150

www.fda.gov/cdrh/dsma/dsmatsaf.html

www.fda.gov/cdrh/industry/support/index.html

PHOTOGRAPH/FILM

Absolutely no photography, video, audio recording or reproduction of any kind may be used during any portion of the 2023 Annual Meeting. The ORS reserves all of its rights to such materials, and commercial recording or reproduction is specifically prohibited. This includes, but is not limited to digital and film photography, videography, cellular phones, and other image or audio recording devices. This policy will be strictly enforced.

REPRESENTATIVE FEES

Exhibitors will receive two (2) complimentary registrations, which will allow entry to the scientific sessions of the ORS 2023 Annual Meeting, with the purchase of one 10' x 10' exhibit space. Exhibitors may register up to two additional representatives on the application for a fee of \$225 per person. These representatives must be registered by Friday, January 13, 2023. After Friday, January 13 exhibitors must register on-site. All representatives of exhibiting companies must wear the official ORS exhibitor's badge in the exhibit hall and in the meeting rooms. Badges are not transferable.

SERVICE DESK

A service desk staffed by the official service contractor will be available on-site. Here exhibitors may verify, check and adjust their requirements for installation, furniture, equipment and other auxiliary services.

ORS LOGO

Use of the ORS logo is strictly prohibited. The Orthopaedic Research Society name, meeting name, and/or meeting logo may not be used without the explicit written permission from the ORS.

INSURANCE & INDEMNIFICATION

Insurance protection will not be afforded to the Exhibitor by either the ORS or the Hilton Anatole. Exhibitor shall carry their own insurance to cover exhibit material against damage and loss and public liability insurance of at least \$1 million per occurrence and \$1 million aggregate, against injury to the person and property of others. Policies shall name the ORS as a named additional insured. Certificates of insurance shall be furnished to the ORS upon request.

The Exhibitor agrees to indemnify and hold the Orthopaedic Research Society (ORS), its official contractors, the Hilton Anatole, and their respective agents, successors and assigns harmless against any and all damages, claims, judgements, losses, costs and expenses (including attorney's fees) that may at any time be incurred, suffered, sustained by or imposed upon the ORS and/or the Hilton Anatole or their respective employees, representatives, agents, successors or assigns by reason or any action which may result because of, or acceptance of, this application, or the providing of, exhibit space. This indemnification and hold harmless agreement includes, but is not limited to, any and all claims, damages, losses or expenses attributable to personal or bodily injury, sickness, diseases or death, or to injury to or destruction of tangible property, including the loss of such property.

LIMITATION ON LIABILITY

All property of the Exhibitor remains under the Exhibitor's custody and control in transit to and from the exhibit facility, during installation, and removal, and while it is in the confines of the exhibit facility. Neither the ORS, the general services contractors, the Hilton Anatole nor any other officers, directors, agents or employees of any of the same are responsible for the safety of the Exhibitor's property from theft, damage by fire, accident, vandalism, or any other causes, and the Exhibitor expressly waives and releases any claim or demand against any of them by reason of any damage to or loss of property, except where the damage or loss is due to gross negligence above, their agents or employees. The Exhibitor expressly releases the ORS, the general services contract, or the Hilton Anatole, their directors, officers, agents and employees from any such loss, damage or injury.

INDEPENDENT CONTRACTORS

All services customarily required by exhibitors are available at the current rates: decorating, drayage, electrical, furniture rental, sign printing, carpenter services, product storage, general labor, plumbing, photography, special cleaning and porter service, florist, and telephone service. Order forms for all services will be included in the Exhibitor Service Manual

SECURITY

The exhibit hall will have 24-hour security. Security will be hired to provide protection for the overall exhibit area from the beginning of move-in to the end of move-out, but not for any particular exhibit. The ORS and the Hilton Anatole will not be held responsible for the loss or damage to exhibitor property and urges the Exhibitor to exercise precautions. Individual booth security may be obtained by filling out the order form in the Exhibitor Service Manual. Exhibitors are encouraged to take precautions to protect their own property and to arrange for appropriate insurance against loss.

FORE MAJEURE

In case of cancellation of the exhibition or unavailability of the exhibit space due to strikes, acts of terrorism, governmental action, act of God, fire, labor dispute or any other occurrence over which the ORS has no control, the agreement shall terminate, and the exhibitor shall be entitled to the return of the exhibit space rental fee, less the pro rata share allocable to the exhibit space of the expenses incurred by the ORS in connection with the exhibition. In case of cancellation by the ORS for any reason, or a change in the place or date of the exhibition that is unsatisfactory to the Exhibitor, the Exhibitor shall be entitled to return of sums paid for the space. Refund of the rental fees shall be exclusive remedy of the Exhibitor against the ORS in the event the exhibition is cancelled or rescheduled or the exhibit space is unavailable for use.

ACCEPTANCE OF RULES & REGULATIONS

By submitting an application for booth space, the exhibitor acknowledges receipt of and acceptance of these Rules & Regulations and all applicable rules and regulations of the ORS 2023 Annual Meeting facility as a condition of the ORS's approval of exhibitor application. Discourteous, bullying or other unacceptable behavior is a violation of these Rules & Regulations and will not be tolerated. If exhibitor fails to abide by these Rules & Regulations, the ORS may take such steps as it deems necessary to enforce them, including penalties and sanctions up to and including immediate shutting down of exhibitor's booth and removal of exhibitor from the ORS 2023 Annual Meeting (without refund) and denial of exhibiting privileges at future ORS events. The ORS reserves the right to make all final decisions regarding the interpretation and enforcement of these Rules & Regulations. The ORS may amend these Rules & Regulations at any time and will endeavor to inform exhibitor of such amendments in a timely manner.

ORTHOPAEDIC RESEARCH SOCIETY

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FREEMAN

(OFFICIAL GENERAL SERVICES CONTRACTOR)

Exhibitor Services

Phone: (330) 320-5100