



SWSOMS Exhibitor Regulations & Policies

The Southwest Society of Oral and Maxillofacial Surgeons (SWSOMS) reserves the right to enforce these rules, regulations, and policies as well as to make final decisions on all matters covered or not covered in this agreement. Permission to exhibit is predicated upon the agreement of the exhibitor to meet these guidelines.

1. Exhibition Dates and Hours

The Exhibit Hall will be open to attendees during designated hours Friday and Saturday, April 5–6, 2024.

2. Exhibition Standards

Southwest Society of Oral & Maxillofacial Surgeons welcomes exhibitors to the 2024 SWSOMS Combined Annual Meeting, as exhibits constitute an important means of keeping members informed of new and improved products and services for the provision of oral and maxillofacial care and services. Exhibits and promotional materials will be dignified, truthful and designed to provide useful and reliable information. The exhibition of a product or service at the SWSOMS Combined Annual Meeting does not constitute a SWSOMS endorsement of the product or service, or of the claims made.

The SWSOMS reserves the right not to sell space for the exhibition of any product or service that is at issue, in litigation with a government agency, or is the subject of an unfavorable or cautionary report or other reason at its sole discretion. An exhibitor who violates the above standards may be ineligible to participate in any future SWSOMS exhibitions.

3. Permissible Exhibits/ Product and Material Distribution

All business activities of the exhibitor at the SWSOMS Combined Annual Meeting must be within the exhibitor's allotted

exhibition space. In connection with distribution of product samples in the exhibitor's booth(s), these samples must be distributed at least two feet inside the booth. The use of propane, butane or other combustible bottled gas is prohibited. Helium balloons are not permitted.

Participating firms will be limited to those that have oral and maxillofacial surgery-directed products, equipment, or services. At the request of the SWSOMS, made at any time or times before or during the exhibition, exhibitor must promptly furnish sample products, packages, labels, advertising, and promotional literature that would be or is being distributed before exhibitor will be eligible to participate or continue in the exhibition. The SWSOMS reserves the sole and absolute right to determine which firms and products are appropriate in its judgment for inclusion in the exhibition and to refuse, cancel or restrict any applicant or exhibit that the SWSOMS considers undesirable for any reason. This provision applies to exhibitor's conduct, articles, printed matter, samples, questionnaires, or anything that the SWSOMS deems objectionable. If the SWSOMS decides that any of these do not meet its standards or are not suitable, the exhibitor must at once comply with the SWSOMS's demands or can withdraw without refund.

The SWSOMS reserves the right to reject, cancel, remove, or restrict exhibitors who, because of noise or any other reason, shall interfere with the best interests of the exhibition as a whole.

4. Exhibit Display and Signage

Exhibitor banners, signage and pop-up background displays must not distract views of other exhibits nor obstruct the cohesive view of the exhibit hall. SWSOMS has the right to move

any banner which they deem as obstructing view or flow in the exhibit area to an area the SWSOMS deems appropriate. Please be advised that, due to ACCME/ADACERP guidelines, banners/displays are prohibited in the general session area.

5. Rates, Deposits and Refunds

Exhibiting companies must complete and return the SWSOMS Exhibitor/Sponsor Registration Form on the SWSOMS.com website. The booth fee of \$1,750 is due at the time of registration.

SWSOMS Exhibitor Cancellation Policy:

- All cancellation and refund requests must be sent in writing to the SWSOMS office.
- Requests made prior to January 1, will be refunded at 100%
- Requests made after January 1, but prior to January 15, will be refunded at 80%
- Requests made after January 16, but prior to February 15, will be refunded at 60%
- Requests made after February 16, but prior to March 1, will be refunded at 40%
- No refunds will be made in the case of requests made after March 2.

6. Space Assignment

Booth assignments shall be made at the sole discretion of the SWSOMS. The SWSOMS may also assign or reassign space to an exhibitor as it deems necessary. The judgment of the SWSOMS with respect to such reassignment or rearrangement of space shall be final.

7. Subletting of Space

No exhibitor shall assign, sublet, or apportion the whole or any portion

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of space allotted to any other exhibitor. Exhibitor remains fully responsible and liable under its contract for all activities of any person to occupy or use its space.

8. Liability

The exhibitor agrees that neither the SWSOMS, the Greenbrier Resort, nor any of their officers, directors, members, agents, and employees shall be held liable for any damage, loss, harm or injury to the person or property of the exhibitor or any of its officers, directors, agents, or employees, resulting from theft, fire, water, accident, or any other cause. The exhibitor shall indemnify, defend, and hold harmless the SWSOMS, the Greenbrier Resort and their officers, directors, members, agents, and employees from and against any and all claims, demands, suits, liability, damages, losses, costs, attorney's fees and expenses of whatever kind or nature, which might result from or arise out of any action or failure to act on the part of the exhibitor or any of its officers, directors, agents, or employees.

9. Insurance

All property of the exhibitor is to remain under its custody and control in transit to or from or within the confines of the exhibition hall. Exhibitors shall carry their own insurance to cover exhibit material against damage and loss as well as public liability insurance against injury to the person and property of others.

10. Exhibition Cancellation

If the exhibition hall is destroyed by fire or the elements, or by any cause, or if circumstances, in the opinion of the SWSOMS, make the holding of the exhibition impractical, the SWSOMS may in its sole discretion cancel the exhibition but shall return the unused pro rata portion of the rental fee. The SWSOMS is released from any and all claims for damages, which may arise in consequence thereof.

11. Order Taking

Exhibitors will be allowed to take orders on the Exhibit Hall floor and exchange payment for products. Exhibitors are responsible for compliance with all applicable federal, state, and local laws and regulations, including the State's

registration and collection of taxes, if applicable.

12. Prohibitions

Distribution of promotional material outside assigned exhibit space is prohibited. Exhibitors who violate this regulation may be ineligible to participate in future SWSOMS Combined Annual Meeting exhibitions.

13. Violations

In the event of a violation, the SWSOMS has the right without written notice to terminate its contract with the exhibitor and to evict the exhibitor at the exhibitor's own risk and expense.

14. Installation of Exhibits

Installation of exhibits is to take place from 1:00 to 4:00 pm, Thursday, April 4, 2024.

15. Removal of Exhibits

Exhibitors will complete arrangements for prompt pickup of all outbound shipments and remove the exhibit at the time specified by the SWSOMS for removal of exhibits. All freight not called for within the SWSOMS's designated move-out time may be shipped by a carrier selected by the official service contractor and billed to the exhibitor.

All exhibits must remain intact until the official closing of the exhibition at 12:00 pm, Saturday, April 6, 2024. Exhibitors expressly agree not to begin packing or dismantling until such time. An exhibitor who violates this regulation may be ineligible to participate in any future SWSOMS exhibitions.

16. Flammable Materials

Flammable or other dangerous fluids, substances, materials, equipment or other items, the use of which is in violation of local regulations, shall not be used in any booth. Exhibitor must use flame-resistant materials.

17. Exhibitor Personnel

The exhibition is limited to individuals, business firms, agencies, manufacturers, and dealers who have contracted and paid for space assignments. Each exhibitor shall furnish the SWSOMS with the names two of its

representatives. Additional representative(s) will be at a cost of \$100 / day. Exhibitors and their representatives are required to wear identification badges throughout the exhibition. The badges are not transferable, and the SWSOMS reserves the right to withdraw the use of any badge used to gain admission to the exhibition by any person other than the one for whom it was issued.

18. Social Functions

Any social function sponsored by an exhibiting company must be approved by the SWSOMS. Exhibitors must submit a written request sent to the SWSOMS Executive Director for any function they wish to hold during the 2023 SWSOMS Combined Annual Meeting. Such requests must be submitted no later than 30 days prior to the meeting. ***Social functions are allowed only during program-free hours (subject to change pending final conference schedule).***

Social functions in public space will not be permitted at any other times. Invitations shall be issued only to the 2023 SWSOMS Combined Annual Meeting registrants. It shall be made clear these are unofficial functions. Any exhibitor who violates the above agreement may be ineligible to participate in any future SWSOMS exhibitions.

19. Governing Law and Jurisdiction

The exhibitor's contract shall be construed, interpreted, and governed according to the laws of the State of Texas regardless of its conflict of law or choice of law rules, and the parties agree that in any action or proceeding arising under or related to this agreement, they shall be subject to the exclusive jurisdiction of the United States District Court for the Western District of Texas, or of the courts of the State of Texas.

20. Exhibition Advertisements

Promotion of a company, product, or service that will be displayed during the 2023 SWSOMS Combined Annual Meeting does not constitute the SWSOMS's endorsement of the

Exhibition Regulations (cont.)

company, product, or service or its promotional materials. Any printed material that will be mailed or distributed prior to, during, or after the 2023 SWSOMS Annual Meeting and refers to the event must be preapproved by the SWSOMS before distribution. As a condition of its participation in the SWSOMS Annual Meeting exhibit hall, the exhibitor agrees not to include in any promotional materials the claim that it has been endorsed by the SWSOMS. When referring to this event in any printed context, such as advertising or direct mail promotions, the exhibitor shall specify the event name as the 2023 SWSOMS Combined Annual Meeting. Exhibitors are responsible for notifying their advertising and public relations staff of this requirement.

21. Market Research and Surveys

Any exhibitor wishing to conduct market research or surveys during the 2024 SWSOMS Combined Annual Meeting and Exhibition must adhere

to the following:

- Surveys and questionnaires must be submitted for approval to the SWSOMS Combined Annual Meeting Exhibition manager no later than 30 days prior to the exhibition.
- All surveys/questionnaires must be conducted within the confines of the exhibitor's booth.
- At no time may exhibit personnel leave their booth to encourage participation or to survey/question attendees.
- Market research companies must identify the names of the clients for whom they are conducting research.

Survey documents and any publication or results may not include the name of the Southwest Society of Oral and Maxillofacial Surgeons or make any reference to SWSOMS Combined Annual Meeting that might cause respondents to believe that the SWSOMS is endorsing, approving, or involved with the

research. An exhibitor who violates the above guidelines is subject to penalties and may be ineligible to participate in any future SWSOMS exhibitions.

22. General

These Regulations are to be construed as a part of the agreement between the exhibitor and the SWSOMS. The SWSOMS reserves the right to interpret all matters and questions not covered by these Regulations. These Regulations may be amended at any time by the SWSOMS, and all amendments shall be equally binding on all parties affected by them as the original Regulations. In the event of any amendments or additions to these Regulations, written notice will be given by the SWSOMS to those exhibitors affected by them.

I have read and agree to follow these SWSOMS Exhibitor Rules and Regulations.

Name (Print) _____

Title: _____

Company: _____

Date: _____

Signature: _____