

# Product Theater Guidelines

## **Neuroscience 2022 Product Theater includes:**

- Staging and Audio Visual: laptop, (if requested), lectern, 3 table mics, dual projectors presenting same image + stage set for up to six presenters
- In-person seating for no more than 150 attendees
- Pre-meeting and onsite promotions of Product Theater description and schedule; including program listing in the NMP, Mobile App, Neuroscience 2022 website, and onsite signage
- Complimentary one-time use of the pre-registration scientific attendee list, available upon request, for a mail promotion (list is opt in by Neuroscience 2022 attendees at time of registration); exhibitor must provide sample of mailing piece for approval by Society for Neuroscience prior to receiving complimentary mailing list
- 2 Points for each Product Theater up to a maximum of 5 points

#### Note:

- CME and/or CE credits cannot be earned for participating in a Product Theater
- All Product Theater Speakers will need to sign a Conflict of Interest (COI) form to disclose real and perceived conflicts. For more information on conflict of interest, see <u>Guidelines for Responsible Conduct Regarding</u> Scientific Communication.
- Filming is not permitted in the Product Theater
- Product demonstrations are permitted in the Product Theater but must fit within the allotted time frames.
- Sponsorship and advertising discounts do not apply to the Product Theater.
- Deadlines for all marketing touch points to be included in specifications and deadlines
- Product Theater presenters do not receive complimentary registration. Please check with your presenter(s) regarding their registration needs for Neuroscience 2022.

#### Contacts:

Exhibits	Allison Burns, Sr. Exhibits Manager 202-962-4000; Email aburns@sfn.org
Exhibits	Jennifer Gross, Meeting Specialist
	202-962-4000; Email jgross@sfn.org

# **Product Theater Guidelines**

#### **DEFINED TERMS**

The term "SfN" as used herein shall mean Society for Neuroscience.

#### APPLICABILITY, INTERPRETATION AND GOVERNING LAW

- The Society for Neuroscience 2022 Product Theater Guidelines (Guidelines) are part of the Product Theater contract between the exhibitor and SfN. SfN shall have the authority to interpret and enforce these guidelines. All matters not covered by these guidelines are subject to the decision of SfN. All decisions so made shall be as binding on all parties as the original guidelines. The exhibitor or its designated representative is responsible for reading and understanding all guidelines. The exhibitor or its representative that fails to observe these conditions or the terms of the Product Theater guidelines and application may be removed from the Product Theater without refund.
- Any claim or cause of action arising out of this contract shall be governed exclusively by the law of the District of Columbia, USA without regard to its conflict of laws principles. Any claim or cause of action arising under this

contract shall be adjudicated exclusively in the local or federal courts of the District of Columbia. The exhibitor hereby submits to the personal jurisdiction of the courts located in the District of Columbia, USA.

#### **AMENDMENTS**

These guidelines may be amended at any time by SfN and all amendments so made shall be binding on all executed contracts.

#### **ELIGIBILITY**

- Product Theater time slots can be secured only by Neuroscience 2022 exhibitors with an executed exhibit space contract.
- If the exhibitor cancels or defaults on exhibit space, the contracted Product Theater time slot will be revoked, and cancellation fees will apply, as outlined in these guidelines.

#### **REVOCATION**

SfN reserves the right to revoke the Product Theater contract at its sole discretion.

#### PRODUCT THEATER PROGRAM REVIEW

The Society for Neuroscience Program Committee approves programming content on a first-come, first-served basis.

#### PRODUCT THEATER CANCELLATION POLICY

As only contracted exhibitors may retain Product Theater presentations, cancellation of exhibit space automatically results in cancellation of Product Theater presentation(s). The following cancellation terms apply, regardless of how a Product Theater presentation is cancelled:

- Presentations cannot be cancelled and no portion of fees will be refunded if any portion of the presentation has been activated. For presentations which have not been activated, as of the date of cancellation notification, launched or begun, a refund of 50 percent of total fee will be processed if canceled prior to October 21, 2022. Any cancellation notifications received after October 21, 2022 regardless of activation will result in 100 percent payment of the presentation-fee, with no refund allowed. All notifications must be in writing to Exhibit Management prior to October 21, 2022.
- SfN retains the right to utilize cancelled Product Theater time slots at its discretion.

## **CANCELLATION BY Society for Neuroscience**

- The Society for Neuroscience reserves the right to cancel Product Theaters if the minimum participation of six (6) companies/presentations has not been fulfilled. In the unlikely event the Society for Neuroscience cancels the Product Theaters, the Society for Neuroscience will refund the full fee.
- In the event that the Society for Neuroscience cancels Neuroscience 2022 for any reason, including but not limited to, causes not reasonably within the Society's control, the Society in its sole discretion will determine the disposition of the funds paid by the exhibitor, examples of disposition could include, but not be limited to, a prorated reduction of any fees payable or otherwise due under this contract and/or refund of any deposits paid. In no event shall the Society's liability to the exhibitor for damages incurred due to the cancellation of Neuroscience 2022 exceed the amount paid. Furthermore, SfN is not responsible for delays, damage, loss, increased costs, or other unfavorable conditions that arise as a result of such termination.

#### WAIVER. ENFORCEABILITY. BINDING NATURE

Once signed, by the exhibitor and SfN, the Product Theater contract is irrevocable, and the rights of SfN under the contract shall not be deemed waived except as specifically stated in writing by an authorized representative of SfN. The time slot holder further agrees that upon acceptance of this contract by SfN, with or without appropriate or timely payment of any and all fees, the Product Theater contract shall become binding and enforceable in accordance with its terms. The contract will be binding on the exhibitor's and SfN's successors. If any term, clause, or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision, and the invalid term, clause or provision shall be deemed to be severed from the contract.

#### **LIABILITY**

Exhibitors are liable for any damage(s) caused to Product Theater presentation area; including, but not limited to floors, walls, columns, or to Product Theater furnishings and equipment, or to other exhibitors' property. Exhibitors may not apply paint, lacquer, adhesive or any other coating to building columns and floors, or to Product Theater structure, furnishings, and equipment. The exhibitor is responsible for all personal and corporate property placed in Product Theater presentation space.

#### INDEMNIFICATION

Each exhibitor, in securing a presentation time slot, agrees to protect, indemnify and hold harmless the following parties

(including, but not limited to): Society for Neuroscience, the San Diego Convention Center, The Expo Group, and their officers, directors, agents, contractors and employees from any and all claims, liability, damages or expenses asserted against them or incurred by them as a result of, or in connection with, any loss of or damage to property, or injury to persons resulting from, arising out of or in any way connected with the negligence, wrongful acts of or breach of contract by the time slot holder or its agents, servants or employees.

#### REJECTION

The exhibitor agrees that the Product Theater presentation and related set-up, tear-down, and promotional activities shall operate in strict compliance with these guidelines. SfN reserves the right to reject, remove, or prohibit any presentation in whole or in part, or any exhibitor, or its representative, with or without giving cause. If any exhibitor is ejected for violation of these guidelines, or for any other stated reason, no return of funds shall be made.

# **RELOCATION OF THEATER**

SfN reserves the right to alter location of the Product Theater as shown on the official exhibit floor plan or hotel function space, if deemed, in the sole discretion of SfN, to be advisable or in the best interests of Neuroscience 2022.

#### PRESENTATION TIME ASSIGNMENT

Although SfN will attempt to accommodate requests for specific Product Theater time slots, the Society does not guarantee the specific time slot requested. Time slots will be assigned in order of payment receipt.

#### PRODUCT THEATER PRESENTATION GUIDELINES

- The exhibitor agrees to utilize the Product Theater for promotional presentations or activities, highlighting a service, or presenting data on a product. Exhibitors are not permitted to present any CME and/or CE educational symposia, sessions, or activities in the Product Theater.
- It is the responsibility of exhibitor to ensure adherence to Food and Drug Administration (FDA) regulations, policies, practices and guidelines, and all other applicable industry guidelines, concerning the demonstration, discussion, use and/or display of products, technologies, and/or services at Neuroscience 2022. In addition, SfN encourages all exhibitors to check with their companies' own medical affairs/compliance staff for guidelines adhered to by their own companies.
- All products marketed and promoted on the exhibit floor, including within the Product Theaters, that are regulated by the Food and Drug Administration (FDA) must meet FDA guidelines and be FDA-approved. Exhibitors are reminded of the FDA restrictions on the promotion of investigational and pre-approved drugs, devices, and procedures. Information regarding FDA regulations should be obtained directly from the FDA. For more information, visit the FDA Guidance website.
- Failure to comply with these guidelines will result in the loss of all exhibiting priority points for Neuroscience 2022; the exhibitor being removed from Product Theater; and the exhibitor being prohibited from holding a Product Theater session at future Society for Neuroscience meetings.
- It is the responsibility of the exhibitor to ensure that all individuals involved with the planning, production, marketing, and/or execution of a Product Theater are aware of and abide by the SfN Product Theater guidelines.

#### PRODUCT THEATER PRESENTATION GUIDELINES (continued)

• SfN reserves the right for the Society for Neuroscience Program Committee to review and approve the content, faculty, and agenda within the Product Theater(s).

# INSTALLATION AND DISMANTLING

SfN reserves the right to alter the Neuroscience 2022 hours in any manner whatsoever if in its sole discretion such alteration is in the best interest of SfN.

- Installation: Exhibitors will have access to the Product Theater 30-minutes prior to the assigned presentation time slot. Exhibitors are encouraged to "prep" during this time. Seating, A/V, and stage, items cannot be moved or altered.
- Dismantling: Exhibitors must remove all literature, materials, handouts, etc., from the Product Theater within 15-minutes after the conclusion of their presentation time slot. Any such materials left will be disposed of by the facility housekeeping staff.

#### **PROMOTIONAL MATERIALS**

- SfN does not endorse any of the Product Theater presentations. Use of the SfN name, logos or insignia on materials promoting Product Theaters is strictly prohibited. All materials promoting Product Theaters must clearly indicate the name(s) of the organizer(s) and/or the company(s) providing financial support for the presentation.
- The terms "Scientific Sessions" or "Symposium" may not be used in reference to a Product Theater.
- All materials promoting Product Theaters must include the following statements:
   "This program is not part of Neuroscience 2022 as planned by the Neuroscience 2022 Program Committee. This event is neither sponsored nor endorsed by the Society for Neuroscience.
- Proposed copy for promotional materials must be submitted to Society for Neuroscience approval prior to printing. Materials will be reviewed according to the date received. Please allow a minimum of five (5) business

- days for Society for Neuroscience approval.
- Distribution of approved materials from exhibitor's exhibit booth(s) is permitted. Promotional materials may not be
  distributed in the exhibit hall aisles, in the San Diego Convention Center lobbies or public areas, or anywhere else
  in the San Diego Convention Center. Promotional materials may not be distributed in any hotel lobbies,
  restaurants, entrances, or any other locations in the Neuroscience 2022 hotel block. Noncompliance of this
  regulation will result in the prompt removal of the non-complying person(s) as well as property from that area and
  will result in loss of Neuroscience 2022 exhibit priority points by the exhibiting company.
- Promotional materials may be sent to the exhibitor's in-house mailing lists or a complimentary pre-registered attendee mailing list may be attained from SfN. Mailing lists may be utilized only by companies with executed Product Theater contract. Please note the turn-around time for requested lists is seven (7) to ten (10) business days.

#### **GIVEAWAYS**

- Companies are permitted to distribute from the Product Theater, during their assigned time slot only.
- All giveaways must be registered via the online gift and promotional items by the deadline noted.
- The following items are NOT permitted as giveaways: Alcohol | Jelly Beans | Lanyards | Money | Music Cards | Peanuts | Popcorn | Stickers | Toys

#### **SIGNAGE**

SfN will produce and display signs that include listings of all Product Theater presentations. Exhibitors hosting Product Theaters are permitted to professionally print and display a maximum of two (2) signs at their assigned Product Theater time slot. Signs may not be any larger than 28" x 44". Two (2) easels will be provided at the Product Theater for participant use. Signs may be ordered through The Expo Group or a contractor of the exhibitor's choosing. Please note, proposed copy for signage must be submitted to SfN for approval prior to printing.

Signage may only be placed on the lectern and outside the entrance to the Product Theater beginning 30-minutes prior to the exhibitor's time slot and must be removed within 15-minutes of the conclusion of the time slot. Any signs left longer than 15-minutes after the time slot's conclusion will be considered trash and disposed of accordingly. Exhibitors may display signs promoting their Product Theaters within their own contracted exhibit spaces. Signs may not be placed in other venues, public areas of the San Diego Convention Center, official hotels, shuttle buses, taxicabs, etc. Companies violating these rules will have their items removed/confiscated and will lose priority points for Neuroscience 2022.

#### **SOLICITATION**

The exhibit hall aisles and other public spaces within the San Diego Convention Center not leased to exhibitors shall be under the control of SfN. All presentations, meetings, distribution of literature, and the transactions of business of any nature shall be made WITHIN the Product Theater during the contracted time slot. Temporary booth and/or Product Theater personnel, including third-party planners, shall be restricted to the same guidelines as authorized exhibitor personnel. Solicitation in the exhibition hall aisles outside the Product Theater or intercepting those in attendance for advertising purposes is strictly prohibited. Exhibitors are urged to immediately report violations of this rule to a member of the Society for Neuroscience exhibits management team.

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