

# Rules for Industry and Other Organizations at the AAN Annual Meeting

## I. General Rules

The American Academy of Neurology (“AAN”) recognizes outside organizations’ important role in the success of its Annual Meeting and the need to work together to ensure a well-coordinated and productive meeting for all attendees. In this spirit, the below General Rules establish the parameters that outside organizations involved in the Annual Meeting must comply with. These Annual Meeting Rules apply to:

- 1) “Ineligible Companies/commercial Interests,” which are entities producing, marketing, selling, re-selling, or distributing health care goods or services consumed by, or used on, patients;
- 2) non-profit organizations;
- 3) and any other companies or organizations participating in the AAN Annual Meeting in any capacity (collectively referred to as “Companies”).

In addition to complying with these Annual Meeting Rules, Companies must comply with the applicable terms and conditions (listed below) for their specific interactions at the AAN Annual Meeting. If companies are unclear about these Rules or the specific terms and conditions, it is their responsibility to seek clarification from the AAN prior to any interaction related to the Annual Meeting. The AAN reserves the right to decline any Company’s participation in the AAN Annual Meeting for any reason without explanation. As a condition of participation, every industry representative agrees to observe all AAN policies and guidelines.

Violation of AAN Policies and guidelines, will be reviewed and sanctions may be applied.

### AAN Cancellation

In the event the AAN is forced to cancel the in-person Annual Meeting, the AAN will make reasonable efforts to deliver certain purchased items in a similar fashion via the virtual meeting. Companies will receive a refund for items that cannot be delivered virtually, as described below, and with the exception of a \$250 administrative fee. Company accepts that the following table, which describes items that will be delivered virtually and items that will receive a refund (minus the administrative fee). The AAN may revise this list in its sole discretion, with notice to the Company.

Delivered Virtually:	Refund Eligible
Advertising in AAN publications, Industry Therapeutic Updates, email advertising, sponsorships within the virtual platform, Run/Walk sponsorship	Exhibit space, on-site sponsorship items, meeting suites

Excluded items are contingent on AAN’s ability to transition items to virtual meeting

These terms and conditions only apply to the AAN canceling the Annual Meeting after items have been purchased. Separate terms apply to companies canceling items purchased for the Annual Meeting and can be found throughout the terms and conditions document.

**A. CONDUCT:** Representatives of Companies must conduct themselves professionally and treat all AAN Annual Meeting attendees

equally and with respect, including, but not limited to, compliance with the [AAN’s Meetings Anti-Harassment Policy](#).

- B. Commitment to Inclusion, Diversity, Equity, Anti-racism, and Social Justice (IDEAS):** The AAN is committed to intentional actions to be a fully inclusive, deliberately diverse, and anti-racist organization that respects and values our membership, our staff, and the communities we serve. We actively promote equity and social justice in neurology and the neurosciences. As part of this commitment, the AAN is working to ensure we provide a conference environment and educational programming that is fully inclusive, deliberately diverse, and anti-racist. If you have questions about these efforts, identify areas for improvement, or have concerns regarding attendee or staff behavior, please contact Member Services at (800) 879-1960, [memberservices@aan.com](mailto:memberservices@aan.com), or Academy staff at [registration@aan.com](mailto:registration@aan.com).
- C. PROHIBITED INFLUENCE:** Ineligible Companies/commercial Interests may not attempt to direct or influence the planners and/or faculty or content of AAN Institute Annual Meeting programs or products.
- D. USE OF AAN PROPERTY:** All Companies must comply with the [AAN Name and Logo Restrictions](#).
- E. OUTDOOR ADVERTISING:** EMC Outdoor is the exclusive provider of AAN-approved, city-wide outdoor advertising during the AAN Annual Meeting. Outdoor advertising during the Annual Meeting is only AAN-

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approved if Companies contract with EMC Outdoor. Companies may be subject to sanctions if found to have purchased outdoor advertising during the Annual Meeting from a vendor other than EMC Outdoor. The AAN Institute does not allow Commercial Interest promotion/advertising at the designated headquarter hotel(s) or hotels within the official AAN Annual Meeting hotel block.

**F. COMPLIANCE:** Companies must comply with all applicable federal and local laws and regulations, including Food and Drug Administration regulations. Companies must abide by all applicable terms and conditions for their interactions at the Annual Meeting including, but not limited to, compliance with the [AAN's Meetings Anti-Harassment Policy](#) and Implementing the [AAN Conflict of Interest Policy for CME Programming](#). Companies must be aware of the guidelines and codes the AAN and affiliated organizations conform to: Council of Medical Specialties Societies' Code for Interactions with Companies ([cmss.org](#)) and the Principles Governing Academy Relationships with External Sources of Support ([AAN.com](#)). AAN has the right to request that Companies immediately discontinue an activity or cease distribution of materials deemed inappropriate or non-compliant by the AAN.

1. The AAN/AANI does not require ineligible Companies/commercial Interests to provide financial or in-kind support for CME programs in order to market or exhibit in association with AAN/AANI's conferences.

2. Ineligible Companies/commercial Interests cannot provide access to, or distribute, CME activities to learners.

3. The AAN/AANI must distinguish between CME and other activities. Marketing, exhibits, and nonaccredited education developed by or with influence from an ineligible company or with planners or faculty with unmitigated financial relationships must not occur in the educational space within 30 minutes before or after an accredited education activity. Activities that are part of the event but are not accredited for continuing education must be clearly labeled and communicated as such.

**G. PRESS POLICIES:** Companies must comply with all AAN Press Polices located at [AAN.com/pressroom](#).

**H. "IN CONJUNCTION WITH" ("ICW") MEETINGS/EVENTS:** Companies that wish to hold a meeting or an event affecting Annual Meeting attendees that is outside the official AAN Annual Meeting Program, whether held at AAN-contracted facilities or in the same metropolitan area as the Annual Meeting, must comply with the [ICW Rules](#) and submit an ICW Event Form to the AAN for review before promotion and implementation of the ICW meeting or event can occur.

### II. CME Supporter Rules

**A. APPLICATION:** The Annual Meeting has an extensive array of educational courses in various therapeutic areas for Companies to support. Each Company providing CME support receives recognition with their

organization's name on: signage, title slides, and a verbal announcement from the podium. To address the desire to have multiple supporters for programs, the AAN is encouraging a maximum of three supporters for each of the listed therapy programs: Stroke, Multiple Sclerosis, Neuromuscular Disease, Movement Disorders, Headache, and Epilepsy.

**B. RULES:** Any Company supporting CME at the AAN Annual Meeting must not:

1. Create or influence content for education and scientific presentations
2. Supplement faculty and/or learner registration, honoraria, or travel expenses
3. Approach AAN education and scientific program faculty concerning conference reports or other program summaries; and
4. Create or distribute any promotional materials (print, digital, social media, or otherwise) in relation to AAN education and/or science programs, including courses, posters and platform sessions, experiential learning areas, and AAN-associated events
5. Ineligible Companies/commercial Interests must not display or demonstrate products, processes, or services; solicit orders; or distribute advertising materials anywhere in an AAN/AAN Institute meeting exposition facility (outside of the designated Exhibit Hall) or in any hotel contracted by the AAN/AAN Institute. This includes all programming areas (such as courses, poster and platform sessions, experiential learning areas, and AAN-associated events). The AAN Institute does not allow

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Commercial Interest promotion/ advertising within 150 yards of the AAN/ AAN Institute meeting exposition facility or the designated headquarters hotel(s).

## III. Exhibit Rules

**A. APPLICATION:** These Exhibit Rules apply to all Companies who exhibit at the AAN Annual Meeting.

**B. GENERAL:** Exhibitors participating in the AAN Annual Meeting exhibition must understand the following:

1. The AAN reserves the right to decline applications for any reason without explanation.
2. Exhibitor representatives must conduct themselves professionally.
3. Exhibitors must abide by the Rules for Industry and Other Organizations at the AAN Annual Meeting and these Exhibit Rules outlined in this publication and distribute the Rules to exhibit personnel, display house personnel, and any other contractors working for the exhibiting organization.
4. All booths must be staffed at all times. This also applies to complimentary and association showcase booths.
5. All exhibitors must have exhibit materials and handouts available throughout the exhibition. Breaking down or packing up materials earlier than 4:00 p.m., April 26, 2022, is prohibited. Any booth vacated before the close of the show will be in violation of the Exhibit Contract and

sanctions, including loss of priority points, will be applied.

6. Exhibit personnel must not leave their booths to solicit attendees in the aisles to return with them to their booths. Noncompliance with this guideline will result in the prompt removal of the person and property from that area.
  7. Persons, exhibitors, companies, or organizations must not display or demonstrate products, processes, or services; solicit orders; or distribute advertising materials anywhere in the exposition facility (outside of the Exhibit Hall) or in any hotel contracted by the AAN. Advertising literature in the Exhibit Hall must remain in the footprint of each exhibitor's respective booth footprint.
  8. Exhibitors not utilizing the official show decorator, Freeman Decorating Company, must notify the AAN by submitting the EAC form available online through the online portal.
- C. EXHIBIT CONTRACT:** All exhibitors are required to complete the online Exhibit Contract before exhibit space will be held by the AAN. The contract deadline for priority booths assignment is November 10, 2022. After that date, booths will be assigned first-come, first-served and based on availability.
- D. EXHIBITOR SERVICE KIT AND EXHIBITOR PORTAL:**
1. The Exhibitor Service Kit contains all of the specifics on exhibiting at the AAN Annual Meeting including regulations, forms, guidelines, and shipping information. The

Service Kit will be available in December 2022 or January 2023.

2. Exhibitors must submit a structural drawing including hanging signs and lighting for all booths 20' x 20' or larger to the AAN for approval by February 15, 2023. Information on booth activities and handouts, emergency contact information, and product descriptions must be submitted through the online portal, available December 2022 or January 2023.
- E. ACCESS TO EXHIBIT HALL:** During show days, exhibit booth staff (with appropriate badge) will have access to the Exhibit Hall two hours prior to hall opening as well as one hour after hall closing. Exhibit Hall Meeting Suite staff will have access to the Exhibit Hall during times listed in the prospectus.
- F. BOOTH ACTIVITIES / IN-BOOTH PROMOTION:** All booth activities and materials, with the exception of company literature, must include a disclosure statement describing the activities occurring in the contracted exhibit space. Forms will be available on the online portal or contact Gretchen Thielen at (612) 928-6015 or [gthielen@aan.com](mailto:gthielen@aan.com) for information on access to the online portal. The AAN has the right to request the exhibitor immediately discontinue an activity or cease distribution of materials deemed inappropriate by the AAN.
1. Booth activities must be submitted through the online portal.
  2. The AAN has the right to request the exhibitor immediately discontinue an activity or cease distribution of materials deemed inappropriate by the AAN and the AAN is not

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- responsible for associated costs. Exhibitors who do not immediately cease activities are subject to sanction, priority points loss, and may be dismissed from the meeting and without refund. Sanctions may also include loss of exhibiting at future meetings.
3. If a pillar is in a company booth, the pillar is not considered part of the booth. Company is not allowed to place pillar banner without sponsorship.
  4. The following promotional practices are prohibited (this list is not exhaustive):
    - a. PROMOTION OF AAN EDUCATION AND/OR SCIENCE PROGRAMS, INCLUDING POSTERS AND PLATFORM SESSIONS, EXPERIENTIAL LEARNING AREAS, AND AAN-ASSOCIATED EVENTS
    - b. Press conferences or filming (including use of camera-enabled phones) in exhibit area
    - c. Operating x-ray equipment
    - d. Use of microphones, unless on AAN-approved Presentation Stage
    - e. Unauthorized giveaway items in compliance with the CMSS Code for Interactions with Companies
    - f. Distribution of Lanyards
    - g. Illegal Raffles and Drawings. Laws and regulations vary depending on Annual Meeting location. The AAN does not provide exhibitors with legal advice
    - h. Use of balloons (helium or otherwise)
    - i. Entering the non-public area of another exhibitor's booth without permission
    - j. Photography of any kind including use of camera-enabled phones (unless contracted with AAN Official Photographer or pre-approved by AAN staff as part of a booth activity)
    - k. Unofficial door drops or any promotional marketing, such as napkins, cups, etc., at AAN hotels
    - l. Live music and live entertainment
    - m. Excessive noise levels for pre-recorded music or presentations
- G. CANCELLATIONS AND REDUCTIONS:** All notices of cancellation must be forwarded in writing to the AAN (any form of space reduction be it large or small after an application is processed and space is assigned is considered a cancellation not a reduction). All appropriate cancellation penalties will apply. The date the notice is received at the AAN office is the official notification date. Once space has been assigned booth space cannot be decreased without cancellation penalties. Please send cancellations to [gthielen@aan.com](mailto:gthielen@aan.com).
- H. DEADLINES AND PENALTIES FOR SPACE CANCELLATION AND REDUCTIONS:**
1. Until November 10, 2022 = \$100.00 administrative fee.
  2. November 10, 2022–January 31, 2023 = 50% of total exhibit fee.
  3. On or after February 1, 2023 = 100% of total exhibit fee.
  4. Refunds for cancelled space will be forwarded to exhibitors approximately four weeks after the Annual Meeting. No priority points will be issued for cancelled or reduced booth space.
- I. DISPLAY RULES AND REGULATIONS:**
1. General Display Rules for all booths:
    - a. No two-story booths, endcaps, or peninsulas are permitted
    - b. Displays must not limit the view or otherwise interfere with other exhibitors. No rotating signs without the expressed written consent of the AAN and the BCEC
    - c. All exhibitors are required to order carpet for their booths at the exhibitor's expense unless otherwise specified
    - d. No solid walls without prior approval from AAN
    - e. No enclosed ceilings are permitted
  2. Linear and corner booths:
    - a. All ceiling heights are contingent on Boston Convention and Exhibition Center clearance
    - b. Must not exceed 8' in height
    - c. Hanging signs are prohibited for any linear booths
    - d. 8' draped background and 3' sides drapes provided by AAN
    - e. Within perimeter of inline booths, all display material is restricted to a maximum height of 4' in the front 5' (half) of the booth and 8' in the back 5' (half) of the booth
    - f. All linear booths (including 10' × 20') must have finished backside or be draped at the exhibitors' expense

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3. Island booths/Pavilions:
  - a. Require a minimum of four 10' × 10' booths and must not exceed 20' in height.
  - b. Counters must be a minimum of 1' from the edge of the exhibit space if on the outer perimeter of the space (no exceptions).
  - c. All ceiling heights are contingent on Boston Convention and Exhibition Center clearance.
  - d. **Tops of signs suspended from the Exhibit Hall ceiling must not exceed 25 feet from the Exhibit Hall floor.** Certain areas in the Exhibit Hall will require bridling for any hanging above exhibit space. The extra time and charges are incurred at the expense of the exhibitor.
  - e. No solid walls enclosing more than one quarter of the outer perimeter of the booth space are permitted.
  - f. Island booths must have open sight lines around and through the design, so that the surrounding area can be viewed through the booth and that neighboring booths are not inappropriately obstructed.
4. Lighting/Miscellaneous:
  - a. All materials must meet with all local rules for exhibits.
  - b. All booth identification must be part of the physical structure of the booth with the exception of hanging signs.
  - c. Exposed hardware or electrical components must be hidden from view.
  - d. Hanging signs and lighting must have prior authorization from the AAN.
  - e. Spotlights and clip lights must not reflect beyond the footprint of occupied exhibit space.
  - f. Flashing lights such as strobes and other distracting elements are not permitted.
- J. **INSPECTION:** All exhibit booths will be inspected by AAN staff during setup and throughout the exhibition to ensure exhibits are in compliance with all AAN booth requirements. If adjustments need to be made, any cost incurred to conform to AAN booth regulations will be incurred by the exhibitor. AAN management will monitor the Exhibit Hall concerning compliance with guidelines and management may direct violators to immediately suspend non-complying or unprofessional activities.
- K. **FIRE REGULATIONS:** All exhibits and meeting suites must abide by the Boston Convention and Exhibition Center, which will be strictly enforced by Boston Convention and Exhibition Center. Any exhibit found not to be in accordance with the federal, state, provincial, and municipal fire regulations would be dismantled. More information will be available in the Online Exhibitor Service Kit or by contact in Gretchen Thielen at (612) 928-6015 or [gthielen@aan.com](mailto:gthielen@aan.com) for information on access through the online Portal.
- L. **CHILDREN:** Children are not permitted in the Exhibit Hall during setup and teardown. Children under the age of 12 must be accompanied by an adult during Exhibit Hall hours.
- M. **FOOD and BEVERAGE/HOSPITALITY DISTRIBUTION:** Exhibitors wishing to dispense or serve any food or beverage from assigned exhibit space must have written authorization from the AAN and the Boston Convention and Exhibition Center catering departments. A food and beverage distribution authorization request form will be provided in the Online Exhibitor Service Kit.
  1. Companies are responsible for their own interpretation and compliance with US laws and regulation.
  2. All items are limited to sample size quantities and are to be dispensed in disposable containers using supplies purchased through the official caterer.
  3. Exhibitors may not use imprinted containers and supplies (unless pre-approved by AAN).
  4. Alcoholic beverages will be permitted only with prior AAN approval.
  5. All exhibitors are required to secure food and beverage through the official catering partner of the Boston Convention and Exhibition Center.
  6. Exhibitors are required to inform AAN of food and beverage distribution occurring within the footprint of their respective exhibit space.
- N. **FOOD AND DRUG ADMINISTRATION REGULATIONS:** Products that require promotion approval by the FDA must receive this approval prior to promotion at the AAN exhibition. Information regarding FDA regulations may be obtained directly from the FDA.

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- O. SALES/SOLICITATION:** Sales are permitted on the exhibit floor within assigned booths, provided that all transactions are conducted in a manner consistent with the professional nature of exhibits. All sales and solicitation must be conducted within the confines of the assigned booths and may not be conducted in the aisles or any other area of the Exhibit Hall. Exhibitors are responsible for filing the appropriate state sales tax documents. For additional information, contact your tax advisor.
- P. COMPANY MERGERS/PURCHASES:** Any company name changes will be combined into one name, for example: ABCDEFG Company (formerly ABCD, Inc. and EFG, Co.) for the initial year the merger, purchase, or company name change has taken place. After the first year, all AAN printed material will contain only the new name.
- Q. MARKET RESEARCH DISCLOSURE:** All market research companies are required to have clients participating as exhibitors in the AAN exhibition. Market research companies must identify their clients on the contract. Market research companies must abide by AAN policies and guidelines assigned to all exhibiting companies.
- R. SURVEYS:** Completion of surveys and questionnaires must not exceed 10 minutes in length.
- S. SUBLETTING:** The subletting, reassignment, or apportionment of any part of any exhibitor's space is prohibited.
- T. COMPLIANCE:**
1. For attendees who allow an exhibitor to scan their badge, it's the exhibitor's responsibility to explain the exhibitor's use of the attendee's personal information and obtain any necessary rights, permissions or consents required by applicable laws and regulations from the attendee at the time the exhibitor scans the badge.
  2. If the exhibitor distributes any items to physicians at the 2023 Annual Meeting, exhibitor must comply with all state laws governing gifts to physicians, including but not limited to the laws of Minnesota, Vermont, and Massachusetts.
  3. Exhibitors must comply with all applicable federal, provincial, and local laws including, but not limited to, laws concerning giveaways, drawings, and/or raffles.
- U. SANCTIONS:** The AAN reserves the right to refuse exhibits, curtail activities, or close exhibits or parts of exhibits that do not comply with these Rules. Exhibitors who violate these Rules may be dismissed from the meeting without refund. The Rules will be enforced without exception.
- V. SPACE ASSIGNMENT:** In order to ensure appropriate booth assignment, the AAN requires that all organizations provide three preferred booth choices (see Exhibit Hall floor plan). The AAN reserves the right to assign the best possible booth space and relocate booth assignments as necessary. Booth assignment is determined based on the following criteria:
1. Priority Points:
    - a. Companies who submit their contract and deposit by the contract deadline will receive two (2) points for exhibiting at the current Annual Meeting
    - b. Five (5) additional points are awarded for exhibiting in a consecutive year
    - c. Two (2) points for booking staff rooms through the official AAN housing process
    - d. One (1) point for exhibiting at any other AAN conference (e.g. Fall Conference, Summer Conference, etc.)
    - e. One (1) point for submitting product description by deadline
    - f. One (1) point for registering booth staff by deadline
    - g. One (1) point per 100 sq. ft. of exhibit space
  2. Exhibitors who support non-CME activities, Industry Roundtable membership, Annual Meeting publication advertising, Industry Therapeutic Update events, or other non-Annual Meeting programs will receive additional priority points based on support committed.
  3. Priority points can be lost through the following:
    - a. No points are awarded if booth space is cancelled
    - b. No booth points are awarded if booth size is reduced after the contract deadline
    - c. Exhibitors will lose all of their accumulated "Consecutive Annual Meeting" points if an Annual Meeting is skipped.

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- d. Violation of AAN guidelines and policies may also result in loss or reduction of priority points
  - 4. Contract/payment submission date: The date the contract is received at the AAN will be used to determine assignments only when there is a need to: (a) break a tie in points during initial assignments, or (b) determine priority for applications received after the initial assignments are made.
  - 5. In the event that an organization merges or purchases another organization, the newly merged organization will assume the highest number of priority points. Priority points acquired by each organization are not combined.
- W. MEETING SUITES:** Exhibitors have the opportunity to rent a meeting suite in the Exhibit Hall, Convention Center, or at designated hotels. Rules for meeting logistics and event promotion are as follows:
- 1. Promotional materials (e.g., announcements, invitations, publicity, on-site materials, signage) must not imply the event is part of official AAN Annual Meeting activities or endorsed by the AAN
  - 2. Use of the AAN name or logo is prohibited on any promotional materials
  - 3. Sponsor provided signage is permitted directly outside the meeting suite and must be limited to either 22" x 28" sign or meter panel
  - 4. Signage is permitted at hotel meeting suites and can be placed directly outside the meeting room and must be limited to a 22" x 28" sign
- 5. Signage is not permitted public areas or respective hotel lobby
  - 6. Directional signage is not permitted
  - 7. No food and beverage tables are permitted outside of your convention center meeting suite.
  - 8. Registration/welcome tables are not permitted outside the footprint of meeting suites located at hotels.
  - 9. Any direct costs associated with meeting suites (e.g. food and beverage, audiovisual equipment and labor) are responsibility of meeting room organization
- X. NO-SHOW POLICY:** Any booth unoccupied by 8:00 a.m. on Sunday, April 23, 2023, will be determined to be a no-show and the AAN will reclaim the space. The exhibitor must forfeit 100 percent of the exhibit fee and may be subject to sanctions. The AAN considers a booth unoccupied when exhibitor freight or booth materials are not in the contracted space without a written extension to set up from the AAN.
- Y. CERTIFICATE OF INSURANCE:** The AAN does not provide liability or property damage insurance for exhibitor's property. Exhibitors will be responsible for adequately insuring their indemnification liability and property damage risks but will not be required to submit a certificate of insurance to the AAN. Externally appointed contractors will be required to submit a certificate of insurance to the AAN.
- Z. INDEMNIFICATION:** The exhibitor agrees to indemnify, hold harmless, and defend the AAN, Boston Convention and Exhibition Center, and Freeman, along with their respective members, officers, directors, agents, and employees from and against any and all liabilities, damages, actions, costs, losses, claims, and expenses (including attorneys' fees) on account of personal injury, death, or damage to or loss of property or profits arising out of or resulting, in whole or in part, from any act, omission, negligence, fault, or violation of law or ordinance of the exhibitor or its employees, agents, subcontractors, or invitees when installing, removing, maintaining, occupying, or using the exhibition premises within the Boston Convention and Exhibition Center.
- AA. HOUSING:** The AAN offers special hotel rates for its Annual Meeting at official contracted hotels and reserves a select number of rooms specifically for exhibitors at the official AAN hotels in our block. Hotel information is sent to exhibitors upon receipt of their exhibit contract. Rooms are assigned on a first-come, first-served basis.
- 1. Exhibitor housing must be used only for exhibitor personnel.
  - 2. Exhibitors or their agents must not negotiate blocks of independent hotel rooms for the Annual Meeting and/or future Annual Meetings.
  - 3. In the event of exhibit space cancellation, group hotel reservations on behalf of the exhibiting company will be cancelled immediately. No exceptions will be granted.

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4. An attrition policy of 80 percent applies to the contracted room block as of the turnover date. Refer to the materials sent to exhibitors from CMR for more details.

## IV. Industry Therapeutic Updates Rules

**A. PARTICIPATION:** The Industry Therapeutic Updates (ITUs) are available to industry participants as a venue to present current pipeline activity, promote current therapies, and as an enhanced way to reach Annual Meeting attendees regarding their current therapies and projects in accordance with the standards set for industry by the Food and Drug Administration. Industry interested in participation must meet the following criteria:

1. 2023 Industry Roundtable Member
2. 2023 Annual Meeting Exhibitor
3. Must be a supporter of a 2023 Annual Meeting sponsorship, marketing item
4. No CME will be given by any accredited organizations for the programs offered

**B. GENERAL INFORMATION:**

1. Industry representatives may apply to AAN to offer a “Industry Therapeutic Update from respective company” as part of the Industry Therapeutic Updates.
2. Meeting space is limited. Approval to participate in the Industry Therapeutic Updates and the meeting space will be assigned on a first-come, first-served basis based on completed online contract.
3. All participants in the Industry Therapeutic Update must abide by the Rules for Industry

and Other Organizations at the AAN Annual Meeting and these ITU Rules.

**C. PARTICIPATION FEES:** Participating Company must pay to participate in the ITU. The participation fee must be paid in full 30 days prior to event date. If the fee is not paid by this deadline, industry will forfeit participation, and the opportunity will be given to the next applicant (in priority order).

**D. AAN RESPONSIBILITIES:**

### 1. Logistical Responsibilities

**a.** The AAN will provide each approved/paid Industry participant with one meeting room in the designated location. Each room holds between 100 to 500+ people in a banquet set (room size information based on information supplied by Encore—the AAN’s contracted audio-visual company). Rooms vary in size, layout, and location and will be assigned on a first-come, first-served, first-paid basis.

**b.** Industry is responsible for all set-up and tear-down fees (e.g., hotel, decorator, AV) and must be done based on the timeline set by the AAN.

**c.** THE AAN WILL ALLOW INDUSTRY REPRESENTATIVES TO HAVE ACCESS TO MEETING ROOMS STARTING AT 12:00 p.m. Industry ITU events or its related activities (e.g., reception) can begin no earlier than 6:00 p.m. and conclude no later than 9:00 p.m. for evening programs. Lunch-time ITUs may begin no earlier than 11:45 a.m. and conclude no later than 12:45 p.m.

**d.** The AAN will design one meter board panel (38" x 87") advertising the ITU and programs at the convention center. Each industry participant is responsible for its own signage outside of the meeting room.

**i.** Industry may place their signage outside of the meeting room door beginning at 4:00 p.m. and all signage must be removed by 10:00 p.m. Signage must include language specified in the ITU Terms and Conditions. Should hotel allow each industry participant will be allowed to have one 22" x 28" directional signage on an easels in common spaces and one detail person in the lobby from 4:00 p.m.–10:00 p.m. Directional personnel are only applicable to evening ITU programs. Directional personnel are prohibited for lunch-time ITUs at the BCEC. Lunch-time ITU signage is allowed to be set between 9:30 a.m.–1:00 p.m. Signage is not permitted in hotel lobbies.

### 2. Marketing

**a.** The AAN will provide publicity/marketing for the ITU in the AAN Annual Meeting Program.

**b.** The AAN will provide one complimentary pre-registration list to the Industry participant for the Industry’s one-time use in marketing their program to AAN Annual Meeting attendees.

**i.** Multiple uses or storage of registration list are strictly prohibited.



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Registration lists must be returned to AAN or destroyed by Industry within 72 hours of one-time mailing.

- ii. All promotional and on-site materials must receive AAN approval prior to distribution including any and all announcements, invitations or solicitations, envelopes, advertising, Web content, etc. The AAN Institute requires seven business days turnaround on the review/approval process.
  - c. Industry cannot contact meeting registrants by phone or email in an effort to invite Annual Meeting attendees to their ITU event. Promotion will be limited to those opportunities outlined in these guidelines.
  - d. All communication with meeting participants must receive prior approval from the AAN.
- 3. INDUSTRY RESPONSIBILITIES:**
- a. Logistical
    - i. Industry is responsible for all expenses associated with their program including audio-visual, food and beverage, setup fees, decorator fees, electrical, labor, etc. Industry is required to use the AAN's official vendors. Please contact the AAN for a complete listing of approved vendors.
    - ii. **INDUSTRY HAS ACCESS TO MEETING ROOMS DEPENDING ON LOCATION. INDUSTRY'S ITU EVENING EVENT MUST BEGIN NO EARLIER THAN 6:00**

p.m. and conclude no later than 9:00 p.m. Lunch-time ITUs must begin no earlier than 11:45 a.m. and conclude no later than 12:45 p.m.

- b. Program, Marketing, and Registration
  - i. The Industry program must be entitled "Industry Therapeutic Update from [Insert respective company]" and must be clearly marketed in that manner. The event must be advertised as an industry program.
  - ii. The event advertising must specify, "Please note that no CME will be given by any accredited organization for attending. Additionally, Industry Therapeutic Updates program content and the views expressed herein are those of the presenting corporate entity and not of the AAN. These programs are not an official part of the 2023 AAN Annual Meeting education or scientific programs, nor are they endorsed by the AAN. The AAN cannot affirm claims pertaining to FDA off-label medication, research use of pre-FDA drugs, or other research information that might be discussed. Industry Therapeutic Updates are industry events."
  - iii. Industry can focus on current therapies and projects in development. It is Industry's responsibility to be aware and compliant with the FDA Regulations in relation to the information discussed at the Industry's program. Information

regarding FDA regulations may be obtained directly from the FDA.

- iv. There can be no implication—implied or otherwise—in any promotional materials or on-site materials indicating that Industry's ITU event is part of the AAN Annual Meeting Education or Scientific programs and/or endorsed by the AAN.
- c. Attendance
    - i. Industry's program must be open to all AAN Annual Meeting registrants and appropriate AAN staff.
    - ii. Industry cannot charge any type of fee for Annual Meeting registrants to attend.
  - d. Evaluation and Reports
    - i. The AAN requires Industry to evaluate their individual ITU program by having attendees complete evaluation forms. Industry is required to provide the AAN with a summary of the evaluation results within 30 days following the AAN Annual Meeting.
    - ii. The AAN also reserves the right to evaluate the ITU by requesting attendees to complete additional evaluation materials, either on-site at the event and/or following the event, if needed.
    - iii. AAN leadership and staff will attend the ITU events for AAN evaluation purposes.

# Rules for Industry and Other Organizations at the AAN Annual Meeting—continued

## V. Marketing and Sponsorship Opportunities Rules

### A. GENERAL:

1. These Marketing and Sponsorship Opportunities Rules apply to the sponsorship and advertising by the Company named in the Online Contract.
2. To secure AAN Annual Meeting marketing or sponsorships, Companies must provide AAN Institute the amount described on the Online Contract with submission of the Contract. If a Company cancels after submission of the Contract, AAN Institute will retain the entire amount.
3. Cancellations must be received in writing by February 10, 2023, but no refunds will be given. All rates are net. No agency or cash discounts are permitted. Note: All verbal cancellations must be followed by a written confirmation. Please contact Gretchen Thielen at [gthielen@aan.com](mailto:gthielen@aan.com) or at (612) 928-6015 to confirm receipt of cancellation.
4. Company will designate a representative to serve as the official contact with AAN Institute during sponsorship.
5. All announcements related to the any sponsorship or marketing opportunity must clearly indicate that the AAN is the program/product administrator and that funding support has been provided through a sponsorship arrangement. Any public and professional materials that claim an association with the program/product or include reference to AAN that are developed by the Company must be submitted to AAN for review and approval.

6. Companies must comply with all applicable federal and local laws and regulations, including Food and Drug Administration regulations. AAN Institute has the right to request the Company immediately discontinue an activity or cease distribution of materials deemed inappropriate or non-compliant by the AAN Institute.
7. CME areas are not available for advertisement and sponsorship activities as defined by the ACCME guidelines. Company must not attempt to direct or influence the faculty or content of AAN education programs at the Annual Meeting.
8. Sponsor and designated agents may not approach AAN education and scientific program faculty concerning conference reports.

### B. MARKETING PUBLICATIONS GUIDELINES:

1. All marketing and sponsorship graphics are subject to approval of the AAN, which reserves the right to reject or cancel any advertisement at any time.
2. All advertisements (including but not limited to page ads and logos) will be reviewed for content and technical requirements and approved by an appropriate AAN representative.
  - a. All advertisements are subject to approval by the AAN, which reserves the right to reject or cancel any advertisement or sponsorship at any time; this includes, in particular, any content that is deemed to conflict with the organization's mission or in any way reflects negatively on the organization,

or competes with the organization's products and services, whether perceived or implied.

- b. ALL TYPES OF ADVERTISING NOT DESCRIBED ABOVE WILL BE REVIEWED ON A CASE-BY-CASE BASIS. SUCH ADVERTISEMENTS INCLUDE, BUT ARE NOT LIMITED TO: Tobacco, firearms, and alcohol.
  - c. AAN has sole discretion whether to accept or not accept an advertisement for any reason.
  - d. ACCEPTABLE AD FORMATS: High-resolution, press quality PDFs with bleeds and crop marks. Two [2]-page spreads should be provided as reader spreads.
  - e. Approvals may take up to seven [7] days.
3. Ads (including page ads) must include the manufacturer's Company's name.
  4. Representations and Warranties. You represent and warrant that each advertisement and any material submitted herein (i) comply with all applicable laws, statutes, ordinances, regulations, and codes of conduct, including but not limited to PhRMA's Code on Interactions with Health care Professionals (effective January 2009) and State laws concerning gifts to physicians; (ii) do not breach and have not breached any duty toward or rights of any person or entity including, without limitation, rights of intellectual property, publicity or privacy, or rights or duties under consumer protection, product liability, tort, or contract theories; (iii) are not

# Rules for Industry and Other Organizations at the AAN Annual Meeting—continued

- pornographic, hate-related, or otherwise violent in content.
5. You agree to indemnify, defend, and hold the Academy and AAN Institute, its agents, affiliates, subsidiaries, directors, officers, employees, and applicable third parties (e.g., relevant advertisers, syndication partners, licensors, licensees, consultants and contractors) (collectively “Indemnified Person(s)”) harmless from and against any and all third party claims, liability, loss, and expense (including damage awards, settlement amounts, and reasonable legal fees), brought against any Indemnified Person(s), arising out of, related to or which may arise from Your advertisements, and/or Your breach of any term of these Terms and Conditions.
  6. No Guarantee. PUBLISHER MAKES NO GUARANTEE REGARDING THE LEVEL OF IMPRESSIONS OF ADVERTISEMENTS, OR THE TIMING OF DELIVERY OF SUCH IMPRESSIONS.
  7. PUBLISHER MAKES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WITH RESPECT TO ADVERTISING, REFERRALS, AND OTHER SERVICES, AND EXPRESSLY DISCLAIMS THE WARRANTIES OR CONDITIONS OF NONINFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR ANY PARTICULAR PURPOSE. TO THE EXTENT ADS ARE BASED ON OR DISPLAYED IN CONNECTION WITH NON-PUBLISHER CONTENT, PUBLISHER SHALL NOT HAVE ANY LIABILITY IN CONNECTION WITH THE DISPLAY OF SUCH ADS.
  8. Advertorials are not accepted.
  9. You shall not use the AAN name or marks without the AAN’s prior written approval.
  10. All advertising contract position clauses are treated as requests. Since advertising inventory constantly changes, Publisher cannot guarantee fixed positioning.
  11. Publisher may change the terms set forth herein at any time. You are responsible for checking terms and conditions from time to time for changes. Publisher is not required to give notice.
  12. In the event of nonpayment, Publisher reserves the right to hold advertiser and/or its advertising agency jointly and severally liable for such monies as are due and payable to Publisher.
  13. Advertising is separate from content. Advertisers and sponsors shall have no advance knowledge of editorial content, nor do the editors shape content to accommodate advertising. Publisher will not sell advertising for a specific product on the condition that it appear in the same location, and at the same time, as a specific article mentioning that product.
  14. Advertisers shall not influence any editorial decisions or advertising policies.
  15. Advertiser/Agency may not, directly or indirectly, refer to the Annual Meeting in any product-specific promotional materials.
- C. ANNUAL MEETING ATTENDEE MAILING LIST AGREEMENT:**
1. The mailing list will be used one time only and is being supplied for the specific mailing ordered and approved by the AAN, and for no other purpose. This list, in part or whole, will not be stored, reproduced, sold or distributed to anyone else. Violations of this provision will be prosecuted to the fullest extent permitted by law. All lists are seeded to protect against unauthorized use.
  2. SUCH MISUSE WILL RENDER THE COMPANY LIABLE FOR ALL DAMAGES TO THE AAN WHICH ARISE OUT OF LITIGATION, ATTORNEY’S FEES, COURT COSTS, AND EXPENSE INCURRED BECAUSE OF MISUSE.
  3. The review of the mail order and subsequent use of the AAN list does not in any way constitute or imply AAN approval, endorsement, support or participation as a sponsor of the material in the proposed mailing. Misrepresentation of that fact or references to the AAN in any promotional material without express written approval from the AAN is prohibited.
  4. It is understood that a list is for mailing purposes only; once used for its approved purpose, must be destroyed immediately after use. We acknowledge that violations of this provision will possibly result in our inability to rent future mailing lists. Mailing and marketing pieces should be sent to Kate Andrews at [kandrews@aan.com](mailto:kandrews@aan.com) for review and approval.
    - a. Approval may take up to seven (7) days.

# Rules for Industry and Other Organizations at the AAN Annual Meeting—continued

## D. AISLE CARPET AND BANNER MARKETING:

1. Approved aisle carpet/banner graphics are: company name and/or logo, brand and/or product name logo, brand and/or company slogan, booth number.
2. Locations will be reviewed and determined based on the initial request (payment received) and availability.
3. All graphic design requirements will be forwarded once orders are approved.
4. The AAN will determine all placements of sponsorships. If a sponsor requests an alternate location, the AAN will determine if the location is approved. EXAMPLE: An exhibitor will not be allowed to place its aisle carpet/banner section directly next to a competitor who has specifically requested placement in the Exhibit Hall away from specific competitors. AAN will work with exhibitor to determine a suitable location should this conflict occur.
5. The AAN's general decorating contractor (Freeman) will be responsible for all printing, installation, and removal of approved aisle carpet/banner sections.
6. Exhibitors are required to submit aisle carpet/banner graphic design to the AAN for approval by March 8, 2023, with all approved graphic files forwarded by Freeman by March 17, 2023.

## E. EXHIBIT HALL FOOTPRINTS GUIDELINES:

1. Footprints will be placed on aisle carpet every three to five feet leading from the Exhibit Hall entrance to the exhibitor's booth.

2. Should paths interfere with other exhibitors' ability to market products in the Exhibit Hall as determined by the AAN, alternate paths will be reviewed and selected by the AAN. EXAMPLE: An exhibitor will not be allowed to place its footprints on top of another exhibitor's marketing carpet or alongside a booth of a competitor who has specifically requested placement in the Exhibit Hall away from specific competitors. The AAN will work with exhibitors to determine a suitable path should any conflicts occur.
3. Approved footprint graphics are: company name and/or logo, brand and/or product name logo, brand and/or company slogan, booth number.
4. All graphic design requirements will be forwarded once orders are approved.
5. The AAN's general decorating contractor (Freeman) will be responsible for all printing, installation, and removal of approved footprints
6. Exhibitors are required to submit electronically aisle carpet, banner, and footprint graphic design rendering to the AAN/Gretchen Thielen for review and approval by March 8, 2023, with all approved graphic files then forwarded to layout by Freeman by March 17, 2023.

## VI. Sanctions

- A. SANCTIONS:** As a condition of participation in the AAN Annual Meeting, Companies must observe the Rules for Industry and Other Organizations at the AAN Annual Meeting. Violations of the Rules will be reviewed and

sanctions may be applied. Sanctions include, but are not limited to, the following:

1. Company will receive a "cease and desist" letter from the AAN.
  2. Company will not have access to AAN membership mailing list.
  3. Company will not have access to hospitality suites at the AAN Annual Meeting.
  4. Company's exhibitor priority points will be reduced.
  5. Company will not be allowed to sponsor an AAN Annual Meeting activity for one or more years.
  6. Company will not be allowed to support an AAN Annual Meeting Education Program for one or more years.
  7. Company will not be allowed to exhibit at an AAN Annual Meeting for one or more years.
  8. Company will not be allowed any access to the AAN Annual Meeting for one or more years.
- B. APPEALS:** Sanctions imposed by the Meeting Management Committee may be appealed within 30 days after delivery of the notice of sanctions to the AAN Executive Committee. The Executive Committee's decision on the appeal will be final.

# Rules, Terms, and Conditions for Industry and Other Organizations' Participation in Virtual Education and Science Programs

## I. General Rules and Terms

The American Academy of Neurology (“AAN”) has established the parameters that outside organizations involved in Virtual Education and Science Programs, including 2023 AAN Annual Meeting (“Program”) must comply with. These Rules apply to: 1) “ineligible Companies/commercial Interests” (aka, “industry”), which include any entity developing, producing, marketing, re-selling, or distributing health care goods or services, including drugs, devices, services or therapies, consumed by, or used on, patients to diagnose, treat, monitor, manage, and alleviate health conditions; 2) non-profit organizations; 3) and any other companies or organizations participating in the Programs in any capacity (collectively referred to as “Companies”).

In addition to complying with these General Rules and Terms, Companies must comply with the applicable terms and conditions (listed below) for their specific interactions with the Programs. If Companies are unclear about these Rules or the specific terms and conditions, it is their responsibility to seek clarification from the AAN prior to any interaction related to the Programs. The AAN reserves the right to decline any Company’s participation in the Programs for any reason without explanation. As a condition of participation, every industry representative agrees to observe all AAN policies and guidelines. Violation of AAN policies

and guidelines, will be reviewed and sanctions may be applied.

- A. CONDUCT:** Representatives of Companies must conduct themselves professionally and treat all virtual attendees equally and with respect, including, but not limited to, compliance with the [AAN’s Meetings Anti-Harassment Policy](#).

Commitment to Inclusion, Diversity, Equity, Anti-racism, and Social Justice (IDEAS)

The AAN is committed to intentional actions to be a fully inclusive, deliberately diverse, and anti-racist organization that respects and values our membership, our staff, and the communities we serve. We actively promote equity and social justice in neurology and the neurosciences. As part of this commitment, the AAN is working to ensure we provide a conference environment and educational programming that is fully inclusive, deliberately diverse, and anti-racist. If you have questions about these efforts, identify areas for improvement, or have concerns regarding attendee or staff behavior, please contact Member Services at (800) 879-1960, [memberservices@aan.com](mailto:memberservices@aan.com), or Academy staff at [registration@aan.com](mailto:registration@aan.com).

- B. PROHIBITED INFLUENCE:** ineligible Companies/commercial Interests may not attempt to direct or influence the planners and/or faculty or content of the Programs.

- C. USE OF AAN PROPERTY:** The AAN/AANI names, insignia, logos, or acronyms, the Program’s name or logo, may not be used by Company in any manner without the expressed written consent of AAN/AANI. This applies before, after, and during the Programs.

- D. COMPLIANCE:** Companies must comply with all applicable federal and local laws and regulations, including Food and Drug Administration regulations. Companies must abide by all applicable terms and conditions for their interactions related to the Programs including, but not limited to, compliance with the [AAN’s Meetings Anti-Harassment Policy](#) and [Implementing the AAN Conflict of Interest Policy for CME Programming](#). Companies must be aware of the guidelines and codes the AAN and affiliated organizations conform to: Council of Medical Specialty Societies’ Code for Interactions with Companies ([cmss.org](http://cmss.org)) and the Principles Governing Academy Relationships with External Sources of Support ([AAN.com](http://AAN.com)). The AAN has the right to request that Companies immediately discontinue an activity or cease distribution of materials deemed inappropriate or non-compliant by the AAN.

- E. WARRANTY OF AUTHORITY:** Company represents and warrants that the person signing the AAN Programs Contract is a duly authorized appointed agent of the Company, is fully empowered to bind the Company to

# Rules, Terms, and Conditions for Industry and Other Organizations' Participation in Virtual Education and Science Programs—continued

- all provisions contained herein and the AAN Programs Contract, and that no further action is required on the Company's part to enter into the AAN Programs Contract.
- F. AMENDMENTS:** All interpretations, as well as answers to questions and matters not specifically covered by these Rules and Terms, will be decided by AAN in its sole discretion. The AAN reserves the right to make any reasonable changes to these Rules and Terms as necessary to ensure the orderly and appropriate operation of the Program. Company is responsible for checking Rules and Terms from time to time for changes. The specific benefits offered to Company in any of the below offerings are subject to change but will be replaced by benefits of equal or greater value at AAN's discretion.
- G. ASSIGNMENT:** The online AAN Programs Contract and these Rules, Terms, and Conditions may not be assigned by any party without the prior written consent of the other parties.
- H. BINDING EFFECT:** The online AAN Programs Contract and these Rules, Terms, and Conditions are binding upon and inure to the benefit of the parties, their successors and assigns.
- I. WAIVER:** The failure of any party to complain of any default by another party or to enforce any of such party's rights, no matter how long such failure may continue, will not constitute a waiver of the party's rights under the online AAN Programs Contract and these Rules, Terms, and Conditions.
- J. GOVERNING LAW:** The online AAN Programs Contract and these Rules, Terms, and Conditions and the rights and obligations of the parties hereunder are governed by the laws of the State of Minnesota, except that no Minnesota conflicts of law or choice of law provision apply to this Contract. The exclusive forums for actions between the parties in connection with this Agreement are the State District Courts in Minnesota or the United States Court for the District of Minnesota. Each party agrees unconditionally that it is personally subject to the jurisdiction of such courts.
- K. ENTIRE AGREEMENT:** The online AAN Programs Contract and these Rules, Terms, and Conditions constitute the entire agreement between the parties with respect to its subject matter and supersedes all past and contemporaneous agreements, promises, and understandings, whether oral or written, between the parties.
- ## II. Virtual Exhibitor Rules
- A. APPLICATION:** These Exhibit Rules apply to all Companies who virtually exhibit during the Programs ("Exhibitor").
- B. GENERAL:** Exhibitors must understand the following:
1. The AAN reserves the right to decline applications for any reason without explanation.
  2. Exhibitor representatives must conduct themselves professionally.
  3. Exhibitors must abide by the Rules for Industry and Other Organizations and these Exhibit Rules outlined in this publication and distribute the Rules to exhibit personnel and any other contractors working for the exhibiting organization.
- 4.** Exhibitors may not assign, sublet, or share their exhibit space with another business or firm unless otherwise approved in writing by the AAN.
- C. AAN PROGRAMS CONTRACT:** All Exhibitors are required to complete the online AAN Programs Contract before exhibit space will be held by the AAN. Contracts will not be processed without payment. American Academy of Neurology Institute Tax ID #41-0726167.
- D. EXHIBIT ACTIVITIES/PROMOTION:** All exhibit activities and promotional content, with the exception of company literature, must include a disclosure statement describing the activities occurring in the contracted exhibit space. Forms will be available on the online portal or contact Kate Andrews at (612) 928-6079 or [kandrews@aan.com](mailto:kandrews@aan.com) for information on access to the online portal. The AAN has the right to request the exhibitor immediately discontinue an activity or cease distribution of materials deemed inappropriate by the AAN and the AAN is not responsible for associated costs. Exhibitors who do not immediately cease activities are subject to sanction and may be dismissed from the Program and without refund. Sanctions may also include loss of exhibiting at future Programs.
- PROMOTION OF AAN EDUCATION AND/OR SCIENCE PROGRAMS, INCLUDING POSTERS AND PLATFORM SESSIONS, EXPERIENTIAL

# Rules, Terms, and Conditions for Industry and Other Organizations' Participation in Virtual Education and Science Programs—continued

- LEARNING AREAS, AND AAN-ASSOCIATED EVENTS IS PROHIBITED.
- E. CANCELLATIONS:** All notices of cancellation must be forwarded in writing to the AANI. If a Company cancels after submission of the AAN Programs Contract, the AANI will retain the entire amount. Please send cancellations to [kandrews@aan.com](mailto:kandrews@aan.com).
- F. FOOD AND DRUG ADMINISTRATION REGULATIONS:** Products that require promotion approval by the FDA must receive this approval prior to promotion via the Programs. Information regarding FDA regulations may be obtained directly from the FDA.
- G. INDEMNIFICATION:** Exhibitor must indemnify, hold harmless, and defend the AAN and AANI, along with their respective owners, members, officers, directors, managers, agents, employees, and relevant subcontractors from and against any and all liabilities, damages, actions, costs, losses, claims, and expenses (including attorney's fees), including infringement of third-party intellectual property rights, personal injury, accident or death to any person or persons, and damage to or loss of property or profits arising out of, or resulting, in whole or in part, from any act, omission, negligence, fault, or violation of law or ordinance of the Exhibitor or its employees, agents, or subcontractors.
- H. No Guarantee. THE AAN MAKES NO GUARANTEE REGARDING THE LEVEL OF IMPRESSIONS OF VIRTUAL EXHIBIT BOOTH, OR THE TIMING OF DELIVERY OF SUCH IMPRESSIONS.**

- I. THE AAN MAKES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WITH RESPECT TO VIRTUAL EXHIBIT BOOTHS, AND EXPRESSLY DISCLAIMS THE WARRANTIES OR CONDITIONS OF NONINFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR ANY PARTICULAR PURPOSE. TO THE EXTENT THE AAN SHALL NOT HAVE ANY LIABILITY IN CONNECTION WITH THE VIRTUAL EXHIBIT BOOTHS.**

### III. Marketing and Sponsorship Opportunities Rules

#### A. GENERAL:

1. These Marketing and Sponsorship Opportunities Rules apply to the sponsorship and advertising by the Company named in the AAN Programs Contract.
2. To secure Programs marketing or sponsorships, Companies must provide the AANI the amount described on the AAN Programs Contract with submission of the Contract. If a Company cancels after submission of the Contract, the AANI will retain the entire amount.
3. All notices of cancellation must be forwarded in writing to the AANI. If a Company cancels after submission of the AAN Programs Contract, the AANI will retain the entire amount. Please send cancellations in writing to Kate Andrews at [kandrews@aan.com](mailto:kandrews@aan.com).

#### B. MARKETING/SPONSORSHIP TERMS:

4. Company will designate a representative to serve as the official contact with AAN during sponsorship.
5. All announcements related to any sponsorship or marketing opportunity must clearly indicate that the AAN is the program/product administrator and that funding support has been provided through a sponsorship arrangement. Any public and professional materials that claim an association with the program/product or include reference to AAN that are developed by the Company must be submitted to AAN for review and approval.
6. Companies must comply with all applicable federal and local laws and regulations, including Food and Drug Administration regulations. AAN has the right to request the Company immediately discontinue an activity or cease distribution of materials deemed inappropriate or non-compliant by the AAN.
7. CME areas are not available for advertisement and sponsorship activities as defined by the ACCME guidelines. Ineligible Companies/commercial Interests must not attempt to direct or influence the faculty or content of AAN education Programs.
8. Sponsor, designated agents, and ineligible Companies/commercial Interests may not approach AAN education and scientific Program faculty.

# Rules, Terms, and Conditions for Industry and Other Organizations' Participation in Virtual Education and Science Programs—continued



reserves the right to reject or cancel any advertisement at any time.

2. All advertisements (including but not limited to page ads and logos) will be reviewed for content and technical requirements and approved by an appropriate AAN representative.
  - a. All advertisements are subject to approval by the AAN, which reserves the right to reject or cancel any advertisement or sponsorship at any time; this includes, in particular, any content that is deemed to conflict with the organization's mission or in any way reflects negatively on the organization, or competes with the organization's products and services, whether perceived or implied.
  - b. The AAN has sole discretion whether to accept or not accept an advertisement for any reason.
  - c. Acceptable ad formats: High-resolution, press quality PDFs with bleeds and crop marks. Two-page spreads should be provided as single pages.
  - d. Approvals may take up to seven (7) days.
3. Ads must include the manufacturer's Company's name.
4. Representations and Warranties. Company represents and warrants that each advertisement and any material submitted herein (i) comply with all applicable laws, statutes, ordinances, regulations, and codes of conduct, including but not limited to PhRMA's Code on Interactions

with Health care Professionals (effective January 2009) and State laws concerning gifts to physicians; (ii) do not breach and have not breached any duty toward or rights of any person or entity including, without limitation, rights of intellectual property, publicity or privacy, or rights or duties under consumer protection, product liability, tort, or contract theories; (iii) are not pornographic, hate-related, or otherwise violent in content.

5. Company agrees to indemnify, defend, and hold the AAN and AANI and their agents, affiliates, subsidiaries, directors, officers, employees, and applicable third parties (e.g. relevant advertisers, syndication partners, licensors, licensees, consultants and contractors) (collectively "Indemnified Person(s)") harmless from and against any and all third-party claims, liability, loss, and expense (including damage awards, settlement amounts, and reasonable legal fees), brought against any Indemnified Person(s), arising out of, related to or which may arise from Company's advertisements, and/or Company's breach of any term of these Rules, Terms, and Conditions.
6. No Guarantee. THE AAN MAKES NO GUARANTEE REGARDING THE LEVEL OF IMPRESSIONS OF ADVERTISEMENTS, OR THE TIMING OF DELIVERY OF SUCH IMPRESSIONS.
7. THE AAN MAKES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WITH RESPECT TO ADVERTISING, REFERRALS, AND OTHER SERVICES, AND EXPRESSLY DISCLAIMS

THE WARRANTIES OR CONDITIONS OF NONINFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR ANY PARTICULAR PURPOSE. TO THE EXTENT ADS ARE BASED ON OR DISPLAYED IN CONNECTION WITH NON-PUBLISHER CONTENT, THE AAN SHALL NOT HAVE ANY LIABILITY IN CONNECTION WITH THE DISPLAY OF SUCH ADS.

8. Advertorials are not accepted.
9. The AAN/AANI names, insignia, logos, or acronyms, the Programs name or logo, may not be used by Company in any manner without the expressed written consent of AAN/AANI. This applies before, after, and during the Programs.
10. All advertising contract position clauses are treated as requests. Since advertising inventory constantly changes, the AAN cannot guarantee fixed positioning.
11. In the event of nonpayment, the AAN reserves the right to hold advertiser and/or its advertising agency jointly and severally liable for such monies as are due and payable to the AAN.
12. Advertising is separate from content. Advertisers and sponsors shall have no advance knowledge of editorial content, nor do the editors shape content to accommodate advertising. The AAN will not sell advertising for a specific product on the condition that it appear in the same location, and at the same time, as a specific article mentioning that product.
13. Advertisers shall not influence any editorial decisions or advertising policies.



# Rules, Terms, and Conditions for Industry and Other Organizations' Participation in Virtual Education and Science Programs—continued



## IV. Virtual Industry Therapeutic Updates Policies

In addition to complying with the above General Rules and Terms, Companies must comply with the following policies for participation in Industry Therapeutic Updates (“ITU”).

### A. PARTICIPATION CRITERIA

1. Participating Company must be a 2023 dues-paid member of the American Academy of Neurology Industry Roundtable.
2. No CME will be given by any accredited organization for the programs offered.

### B. ATTENDANCE

1. Participating Company cannot charge any type of fee to attend. All participants must be treated equally. All ITU attendees must be registered for the virtual 2023 AAN Annual Meeting.
2. Participating Company cannot contact participants by phone to invite participants to its ITU event. Promotion will be limited to those opportunities outlined in these guidelines. All communication with participants must receive prior approval from the AAN.

### C. INDUSTRY THERAPEUTIC UPDATE CONTRACT

1. All participating Companies must complete the online AAN Programs Contract.

### D. EVALUATION/REPORTS

1. The AAN reserves the right to evaluate the ITU by requesting participants to complete additional evaluation materials, if needed.

2. AAN staff will attend the Virtual ITU events for AAN evaluation purposes.
3. The AAN reserves the right to request additional information/materials as needed.

### E. PARTICIPATION FEES

1. Participating Company must pay to participate in the ITU. The participation fee must be paid in full before video is uploaded. If the fee is not paid by this deadline, participating Company will forfeit participation, and the opportunity will be given to the next applicant (in priority order).
2. Participating Company is responsible for all expenses associated with its program including audio-visual, labor, etc.

### F. PROMOTIONAL GUIDELINES

1. All ITU marketing materials, including but not limited to, promotional materials must receive AAN approval prior to distribution including any and all announcements, invitations or solicitations, envelopes, advertising, web content, etc.
2. The participating Company's program must be entitled “Industry Therapeutic Update from [Insert participating Company's Name]” and must be conspicuously marketed in that manner. This language must be in a TEXT SIZE that clearly distinguishes it as the title of the program. Companies may include a subtitle that specifies the therapeutic area to be discussed at the program.
3. All promotional pieces (brochures, website, communications) MUST indicate this

program is NOT accredited for continuing education by any organization.

4. There can be no implication in any promotional materials indicating that Company's ITU program is part of the virtual 2023 AAN Annual Meeting and/or endorsed by the AAN and promotional materials must include language indicating this.
5. Participating Companies are responsible for their own promotion but must send any promotional material to the AAN for pre-approval.

### G. VIDEOGRAPHY

1. The AAN name and logo may not be used in the video. In addition, there can be no implication in the video that indicates the participating company's ITU program is part of the 2023 Virtual AAN Annual Meeting or endorsed by the AAN or any of its affiliates.
2. ITU videos need to be provided by participating Companies to the AAN in mp4 format.

### H. ADDITIONAL TERMS:

1. Representations and Warranties. Company represents and warrants that any material submitted herein (i) comply with all applicable laws, statutes, ordinances, regulations, and codes of conduct, including but not limited to PhRMA's Code on Interactions with Health care Professionals (effective January 2009) and State laws concerning gifts to physicians; (ii) do not breach and have not breached any duty toward or rights of any person or entity

# Rules, Terms, and Conditions for Industry and Other Organizations' Participation in Virtual Education and Science Programs—continued

including, without limitation, rights of intellectual property, publicity or privacy, or rights or duties under consumer protection, product liability, tort, or contract theories; (iii) are not pornographic, hate-related, or otherwise violent in content.

2. Indemnification. Company agrees to indemnify, defend, and hold the AAN and AANI and their agents, affiliates, subsidiaries, directors, officers, employees, and applicable third parties (e.g., relevant advertisers, syndication partners, licensors, licensees, consultants and contractors) (collectively "Indemnified Person(s)") harmless from and against any and all third-party claims, liability, loss, and expense (including damage awards, settlement amounts, and reasonable legal fees), brought against any Indemnified Person(s), arising out of, related to or which may arise from Company's ITU, or Company's breach of any term of these Rules, Terms, and Conditions.
3. No Guarantee. THE AAN MAKES NO GUARANTEE REGARDING THE LEVEL OF IMPRESSIONS OR VIEWS OF THE VIDEO, OR THE TIMING OF DELIVERY OF SUCH IMPRESSIONS.
4. No Warranty. THE AAN MAKES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WITH RESPECT TO THE ITU AND EXPRESSLY DISCLAIMS THE WARRANTIES OR CONDITIONS OF NONINFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR ANY PARTICULAR PURPOSE. THE AAN

SHALL NOT HAVE ANY LIABILITY IN CONNECTION WITH THE ITU.

## V. Sanctions

- A. SANCTIONS: As a condition of participation in the Programs, Companies must observe the Rules for Industry and Other Organizations' Participation in AAN Virtual Education and Science Programs. Violations of the Rules will be reviewed, and sanctions may be applied. Sanctions include, but are not limited to, the following:
  1. Company will receive a "cease and desist" letter from the AAN.
  2. Company will not be allowed to sponsor an AAN Program for one or more years.
  3. Company will not be allowed to exhibit during an AAN Program for one or more years.

# Exhibitor Priority Points

## How Do I Accumulate Points?

There are multiple ways for exhibitors to accumulate priority points:

- Companies that submit their contract and deposit by the contract deadline on November 10, 2022, will receive two (2) points for exhibiting at the 2023 Annual Meeting
- Five (5) additional points are awarded for exhibiting in a consecutive year
- Two (2) points for booking staff rooms through the official AAN housing process (CMR)
- One (1) point for exhibiting at any other AAN conference (e.g., Fall Conference, Summer Conference, etc.)
- One (1) point for submitting product description by deadline
- One (1) point for registering booth staff by deadline
- One (1) point per 100 square feet of exhibit space

In the event that an organization merges or purchases another organization, the newly merged organization will assume the highest number of priority points. Priority points acquired by each organization are not combined.

Refer to the Rules for Industry and Other Organizations at the Annual Meeting for more information on the priority point system.

## Added Benefit

Exhibitors that support non-CME activities, Industry Roundtable membership, Annual Meeting publication advertising, Industry Therapeutic Update events, or AAN non-Annual Meeting programs will receive additional priority points based on support committed.

### Points Per Support Outside the Exhibit Hall:

Support Value	Points
Up to \$6,000	1
\$6,001–\$15,000	2
\$15,001–\$30,000	3
\$30,001–\$60,000	5
\$60,001–\$90,000	6
\$90,001–\$150,000	10
\$150,001–\$250,000	12
\$250,001–\$350,000	15
\$350,001–\$450,000	20
\$450,001–\$550,000	25
\$550,001–\$650,000	30
\$650,001–\$750,000	35
\$750,001–\$850,000	40
\$850,001–\$950,000	45
\$950,001–\$1,000,000	50

## Example 1:

Company ABC and company XYZ currently both have 30 priority points and exhibited at the AAN Annual Meeting. Company ABC submits its booth contract and deposit in September (5 + 2 points), books hotel rooms through AAN housing (2 points), submits the company description (1 point) as well as staff names (1 point) by the communicated deadline, and responds to the AAN post-meeting survey (1 point).

Company XYZ submits its contract in December (5 points) and neglects to provide any of the additional information by the communicated deadlines. After the Annual Meeting, Company ABC will have 42 points, Company XYZ will have 35 points. Company ABC will receive priority booth assignments for the next meeting ahead of Company XYZ.

## Example 2:

In addition to the above, Company ABC also spent \$111,700 outside the Exhibit Hall (Industry Therapeutic Update, Full page ad in Exhibit Guide, and Door Drop insert). Company ABC would get an additional 10 points for the above commitments, bringing its total to 52 points.

# AAN Name and Logo Restrictions

Exhibitions, marketing materials, sponsorship promotions, and any other non-AAN communications must not state or imply an endorsement by the American Academy of Neurology or the 2023 AAN Annual Meeting event, or misuse the AAN or the AAN Annual Meeting logo.

## Language Limitations

Promotional references to the “2023 AAN Annual Meeting” are allowed to develop on-site traffic and awareness such as:

- “Come see us at the 2023 AAN Annual Meeting”
- “Visit Booth 123 at the 2023 AAN Annual Meeting”
- “See you at the 2023 AAN Annual Meeting”

Implied relationships or false representations of endorsements are strictly prohibited, such as:

- “The AAN and Company XYZ invite you”
- “Brought to you by Company XYZ and the American Academy of Neurology”

Event sponsors receive credit, gratitude, and promotional real estate from the AAN, but sponsorship does not imply event or product ownership in any way. Promotion of a sponsorship must be limited to the sponsorship component itself and not imply an additional partnership.

Refrain from referring to the 2023 AAN Annual Meeting as “the AAN.” “AAN” is the general acronym for the professional association/scientific and education institute entities, under the name “American Academy of Neurology.” The event itself should be stated as:

- The 2023 American Academy of Neurology Annual Meeting
- The 2023 AAN Annual Meeting
- The AAN Annual Meeting

