

The Aesthetic Meet Terms and Conditions

The Aesthetic Society and The Aesthetic Foundation (hereinafter “we”, “us”, or other like terms) annually host The Aesthetic Meet (hereinafter “the event”), which provides aesthetic educational events, live and virtual for invited individuals (hereinafter “attendees”). As the exhibitor identified below (hereinafter “you” or “your”), you have certain responsibilities to us, our event contractors, our attendees, other exhibitors, and to the event venue.

Exhibiting: We reserve the right to refuse exhibit space to anyone.

Assigning Exhibit Space: We will attempt to accommodate your location preferences; exhibit space will be assigned at our discretion and in the following order:

- Participation in our Premier and Alliance Partner programs
- Past participation in our meetings
- The date your contract and deposit are received.
- Your requested space, including proximity to other specifically named exhibitors (exclusions by broad categories will not be honored)
- The number of booths you are requesting.
- The type of product or service you offer.

Relocation: We reserve the right to adjust the floorplan or relocate your booth entirely at our discretion even if a prior location was confirmed. We shall not be held liable for any such change.

Pricing: The cost of exhibit space is determined by both the square footage requested and its location on the show floor. This includes considerations for inline booths, corner booths, and island configurations. For more detailed information and pricing specifics contact Erika Ortiz-Ramos, Director, Exhibits and Meeting Services, erika@theaestheticsociety.org.

Online Agreement: To complete the reservation of your booth space, a completed agreement is required. Agreements are due no later than 5 business days from the receipt of the agreement email. We then have the right to release the booth back into general inventory.

Payments: To secure your booth space, full payment is required. Alternatively, we offer a deferred payment schedule outlined below:

- **50% Deposit Due Upon Signing:** A 50% deposit is required at the time of signing the booth space agreement. If payment is not received within 15 days from the date of agreement, the booth will be released. For those who exhibited in Vancouver and have signed up for The Aesthetic Meet 2025 in Austin, the deadline for your deposit is August 15, 2024. If not received by this date, the booth will be released.
- **Balance Due in Two Installments:** The remaining balance can be paid in two installments as follows:
- **75% Due by August 31, 2024:** An additional 25% of the total booth space fee is due by August 31, 2024.
- **Full Payment Due by December 31st, 2024:** The remaining balance is due in full by December 31, 2024.

Please note that booth space is not guaranteed until full payment is received.

Delinquent Payments: A late fee of 10% of the contracted booth space will be assessed for any payment not received by December 31, 2024. You acknowledge that this late fee is a reasonable consequence of a delayed payment.

Payment Default: In the event that your account remains delinquent for ten (10) consecutive calendar days following the initial due date, we will consider your participation rescinded. Your previously reserved booth space will be returned to our general inventory, and no refunds will be issued.

Booth Space Reductions: Notification of an exhibitor's decision to reduce their booth space must be in writing and sent to erika@theaestheticsociety.org. All booth space reductions are subject to an administrative fee of 50% of the originally confirmed total booth cost. Should you choose to reduce your booth, we reserve the right to relocate your booth entirely at our discretion.

Cancellation Requests: Notification of an exhibitor's decision to cancel must be in writing and sent to erika@theaestheticsociety.org. Requests must be received no later than December 31, 2024. If received by this deadline we will refund your payments less an administrative fee of 25% of the total booth fee. You will not be entitled to any refund if you cancel your booth space after December 31, 2024 or if you do not cancel the space in writing and or do not occupy your booth space onsite (no-show). Cancellation fees are remuneration for losses incurred by The Society and are non-transferable. An exhibitor's cancellation of exhibit space will result in the release by The Society of any hotel/convention center meeting space previously assigned to the exhibitor and all sleeping rooms assigned to the exhibitor.

Attendance: The Aesthetic Society shall not be liable for any verbal agreement or condition made by the representatives of The Aesthetic Society or its affiliates. Any language verbal or written relating to the number of participants is merely an estimate of anticipated attendance and does not in any way intend to guarantee the number of attendees at the conference.

Your Booth is Your Space Only: Booth assignments are granted solely to the entity listed on the exhibitor contract. This entity is responsible for all activity within the designated space.

- **Space Allocation:** Exhibitor space is for the exclusive use of the contracted entity and may not be shared or subleased to other parties unless without written consent from The Aesthetic Society. If we find that this has occurred, you, the contracted entity, will be required to pay the fee of a standard 10x10 booth.
- **Representation and Branding:** Only representatives, materials, and signage from the contracted entity are permitted within the booth space. This excludes representatives, materials, or signage from affiliated entities, subsidiaries, or parent companies.
- **Exhibitor Badge Distribution:** Exhibitor badges are designated for the contracted entity's employees only.

Product Sales: If legal under local, state, and federal law, and permitted by the venue, we will permit you to sell, place orders and deliver your products. Your determination of legality will not be binding upon us, however, and we reserve the right to make our own determination in our reasonable discretion. All transactions must be conducted in a professional manner without any false, deceptive, or misleading sales tactics. You must issue a receipt for all transactions. For security reasons, cash transactions are discouraged.

Fire, Safety and Health Regulations: Our priority is the health, wellness and safety of you and our attendees. Accordingly, our meetings will be organized according to all local, state, and federal health guidelines, which you agree to abide, and which guidelines may be modified according to guidance we receive at the time of our events.

Security: We will provide 24-hour general security during the event. If you experience any losses or security problems, you agree to promptly notify our Director, Exhibits and Meeting Services or our Sr. Director, Meetings and Education.

Non-Liability: It is understood and agreed by each and every exhibitor, its agents, and guests that neither The Aesthetic Society nor its employees or contractors shall be liable for loss or damage to the goods or property of exhibitor, its agents, and guests. At all times, such goods and properties remain in the sole custody and possession of the exhibitor. On completing the agreement, exhibitor releases The Society, its respective managers, officers, members, sponsors, employees, and agents, and saves them harmless from any claim for breach of contract, property damage or personal injury sustained by exhibitor and its agents, employees, or guests. This release and indemnity shall extend to and expressly include all claims, injury or damage resulting from the sole negligence of one or more of the aforementioned indemnities. If the above release and indemnity is determined by any court to be unenforceable, The Aesthetic Society shall not be liable for any special or consequential damages.

Insurance: You agree to obtain and maintain, throughout the duration of the conference including setup and tear down, comprehensive general liability insurance coverage naming The Aesthetic Society, The Aesthetic Foundation, Freeman, and The Austin Convention Center as additional insured bearing limits of liability for property damage and bodily injury of at least \$1,000,000.00 per occurrence. Exhibitor must provide the Company with a certificate evidencing such insurance prior to January 31, 2025.

Non-Endorsement: You will not represent orally or in writing that your products are in any way approved by The Aesthetic Society or that it is affiliated in any way with The Aesthetic Society.

FDA Approval: You must provide accurate and current information to attendees on your product's FDA regulatory status. Any mention of your product name accompanied by usage or indication instructions shall be deemed a product advertisement subject to our approval. Any signage indicating your product is not FDA approved, or that approval is pending, shall appear in a minimum of 72-point font.

Advertising and Signage: We reserve the right to approve all advertising and signage used by you, and to remove any signage which in our sole discretion is physically intrusive to other exhibitors, is false, deceptive, or misleading, or is offensive or demeaning to anyone, including us, our attendees, other exhibitors, or other societies.

Protection of CME: Your personnel and representatives are not allowed to access the educational sessions or public space for promotional purposes such as passing out flyers or soliciting sales. You may only do this from inside your booth space inside the exhibit hall. Violators will be subject to penalties as determined by us.

Medical Privacy: Photography during educational sessions is strictly prohibited. Your personnel and representatives are expected and required to maintain any revealed patient details and images in the strictest of confidence.

ADA Compliance: You are responsible for compliance with the Americans with Disabilities Act within your booth and assigned space. For more information, refer to the U.S. Department of Justice ADA Information website: www.usdoj.gov/crt/ada/infoline.htm

Equal Access: You are entitled to spend time with attendees without undue influence from nearby exhibitors.

Aisle Solicitation: Your personnel and models must remain within the confines of your booth. Do not solicit prospective customers in the aisle, especially if they are obviously walking to a different booth.

Respectful Conduct: We ask that all attendees and exhibitors refrain from disruptive behavior that may impede communication between others. This includes loud talking, excessive noise, or any actions that could draw unnecessary attention.

Noise, Odors, or Hazards: Booth activities producing potential hazards, or elevated noise or odors unpleasant to us or nearby exhibitors, will not be allowed. Your sound level should not cause nearby attendees or exhibitors to raise their voices so as to be heard.

Unapproved Food or Beverages: You may not offer or dispense any food or beverages at the event without the approval of the convention center.

Excessive Personnel: You may have a maximum of 4 representatives (per 100 square feet of booth space) present in your booth at any given time. *Children under the age of 18 are not permitted at any time.*

Protruding Displays: You may not use promotional displays that physically extend beyond the assigned boundaries of your booth space.

Personnel and Models: Representatives must be dressed professionally. Models must be dressed appropriately. All medical undergarments must be worn over a full body leotard.

Trespassing: You may not enter another exhibitor's space uninvited or when the booth is unattended.

Pilfering: You may not remove literature from another exhibitor's booth without their permission, and you may not ask surgeons to pick up such literature for you.

Premature Dismantling: We will deduct 5 booth points if you dismantle early.

Disruptive Behavior: Any unlawful or disruptive behavior will result in your expulsion from our event, with no refund.

Photography, Video Recording, Streaming Video: Due to the sensitive scientific nature of many products or services displayed within the exhibit hall, The Aesthetic Society enforces strict policies regarding photography and videography.

Photography, Videography/Streaming Video is permitted under the following conditions:

- Exhibitors may photograph/video within the confines of their own contracted exhibit booth, exhibitor contracted meeting space, or a designated area defined solely by The Aesthetic Society.
- Exhibitors may not photograph another company's exhibit booth, personnel, activities, or in any other areas of The Aesthetic Marketplace or The Aesthetic Meet space and venue.
- If an exhibitor would like to use a contracted photographer or videographer, they must notify erika@theaestheticsociety.org and she will coordinate with you to register for a media badge.

Violations: We reserve the right to impose penalties for your violations, including warnings, removal of signage, loss of booth points, ineligibility to exhibit at future events, and immediate expulsion, in our sole discretion.

Violations will be enforced as follows:

- 1st violation will result in a written warning.
- 2nd violation will result in the loss of one booth point.
- 3rd violation will result in the loss of 1/2 of accumulated points.
- 4th violation will result in the loss of all points and eligibility to exhibit at future The Aesthetic Society/The Aesthetic Foundation Meetings

Indemnification: You assume full responsibility for your actions and those of your personnel and your agents at our event. You agree to protect, indemnify, hold harmless and defend us at your own expense, as well as our show management company, its subcontractors, the venue, and our respective employees and agents, against any claims, losses, or damages, including reasonable costs and attorney fees, resulting from your actions at our event.

Force Majeure: If any act of God, war, terrorist act, disaster, strike, pandemic, civil disorder, or other comparable emergency beyond our control makes it illegal, impossible, or impracticable for us or the venue to hold the event, we will cancel the event and notify you in writing. The Exhibitor shall have no claim against the Organizers for loss, damages or compensation arising from the prevention, postponement, or abandonment of the Exhibition for reasons beyond the Organizers' control ("force majeure"). Events of force majeure shall include but shall not be limited to war, terrorist action, national emergency, civil unrest, labor disputes, SARS or Coronavirus (COVID-19) or other epidemic, act of government or other government agency, closure or cessation of airline services, or a building becoming unavailable as a result of fire, storm, tempest, lightning or other Act of God. If, in the opinion of the Organizers, by rearrangement or postponement of the period of the Exhibition, or by substitution of another venue, hall or building, or by any other reasonable means, the Exhibition can be carried through, the contracts for space shall remain binding upon the parties, except as to the size and position, as to which any modification, substitution, or rearrangement shall be determined by the Organizers in their sole discretion.