

2021 PAINWeek® Exhibit Application

We are closely monitoring government policy changes, Centers for Disease Control (CDC) guidelines, government mandates, and public health advancements and reserve the right to make changes as necessary or appropriate to our protocols, procedures, and these rules and regulations for the safety of attendees and exhibitors.

Included with Fully Paid Exhibits 10' x 10' and Higher

One-time use electronic preregistrant list available *upon request* on or after August 3, 2021 (may only be used for a printed direct mailing to promote booth).
Please request from exhibits@painweek-support.com with an electronic sample of intended mailer.
PAINWeek **does not release email addresses** of attendees.
Listing in the onsite program book
Listing on painweek.org
Listing on our mobile site m.painweek.org
24-hour general security
7" x 44" overhead printed standard booth sign with company name and booth number
6'-black draped table with 2 side chairs and wastebasket
8'-high back drape; 3'-high side drape
General aisle maintenance
Venue provided carpet (brown/red)
Exhibit Hall staff registration badges*

*access to scientific sessions must be purchased separately

PAINWeek 2021—Make the Most of Your Exhibitor Investment!

Each year, PAINWeek attracts a qualified and motivated audience seeking to augment their expertise in pain management. The PAINWeek Exhibit Hall affords a venue for some 100 exhibitor participants to interact with these interested clinicians. Here are some ways to ensure that your message scores the maximum impact on our audience.

Pre-Purchase Beverage Tickets!

Invite attendees and clients to stop by your booth to pick up a drink ticket. Each ticket is redeemable for a single beverage during the welcome or closing receptions. A drink on you is a great way to show appreciation for their time.

- Participating companies may provide their logos and PAINWeek will include on tickets
- Tickets will be printed with: Compliments of [exhibitor logo][or name if no logo is provided]
- PAINWeek will list all exhibitors participating.
- Tickets must be purchased in bundles of 10
- Tickets will be provided to the main contact upon check-in at the registration desk

Disclaimer:

Each ticket is good for one alcoholic or one non-alcoholic beverage up to \$15 during the PAINWeek welcome and closing reception. Bar service includes beer, wine, and cocktails. No refunds issued for unused drink tickets. No cash back for redemption of beverages at a lesser value.

Participate in our Exhibit Hall Raffles

Our Exhibit Hall raffles remind and encourage attendees to visit the hall throughout the week. We conduct 2 raffles each exhibit day, morning and afternoon. You can get in on the fun by donating prizes, merchandise, or gift certificates to our daily raffles! PAINWeek will announce your company name and booth location and your donation during each raffle. Minimum value of \$25 per prize must be provided.

Lead Retrieval

PAINWeek will offer customized lead tracking and retrieval via a compact portable battery-powered scanner or mobile app.

- Pickup onsite at the conference registration desk
- Information provided includes full name, profession, degree, specialty, work address, work phone, email, and when provided state license number and NPI number
- Lead information provided the Monday after the conference

Additional information on the lead retrieval, including cost, will be announced on a future date.

PAINWeek does not provide a post-conference attendee list

Budget Planning Considerations

Please account for these items in your planning as these are not included in your booth fee:

- Electrical
- Internet
- Lead retrieval
- Refreshments at your booth*
- Additional flooring, upgraded carpeting, and padding

**Hot coffee may only be served as part of Brain Buzz Café sponsorship. The Cosmopolitan requires that all food and beverage must be sourced through hotel catering.*

Questions?

PAINWeek Administration

6 Erie Street, Montclair, NJ 07042

Tel: (973) 415-5100

E-mail: exhibits@painweek.org or cf@painweek.org

Web site: www.painweek.org/exhibitors

PAINWeek Tax ID and completed IRS Form W-9 available at:

www.painweek.org/W9

2021 PAINWeek® Exhibit Application

Important: Please add exhibits@painweek-support.com and finance@painweek-support.com to your safe sender list or address book to ensure emails are not sent to spam/junk.

Exhibiting Company/Organization Information (for online and print listings)

Exhibiting Company/ Organization Name	Name must exactly match onsite exhibit signage		
Website (product sites are acceptable)			
Approved Company Abbreviation (to be used on printed materials when space is limited)	<i>Example: International Business Machines to IBM</i>		

Main Contact for Exhibiting Company

By checking here you have acknowledged receipt of and agree to exhibitor rules and regulations listed				
Main Contact Name				
Representing Agency (if any)				
Street Address				
City	State	ZIP		
Phone				
Email				

Additional Contacts

To ensure communications are received, we strongly advise listing other colleagues, agency contacts, vendors, installers, contractors, etc. **Under 'To Receive', please add if you would like the respective staff member to receive emails for exhibit badge registration and/or lead retrieval (if applicable). Note: If left blank, the staff member will receive all emails along with the main contact.**

To Receive:	Full Name	Company/Agency/Contractor	Email Address

Booth Staff Registration

You will have an opportunity in August to submit names for your booth staff badges.

Category (REQUIRED)

Product category				
Pharmaceuticals	Medical device manufacturer	Laboratory	Nonpharmaceutical product manufacturer	Hospital/clinic/ medical practice
Technology	Communication	Finance	Journal/publication	Insurance
Wellness	Nutrition	Consulting		
Other (explain)				

Other meetings and conferences at which exhibited in the past	
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Please specify all products being directly sold during PAINWeek, ie, cash and carry, point-of-sale, point of purchase	Exhibitors approved to sell merchandise at PAINWeek must offer full money back returns valid during exhibit hours provided merchandise is in resellable condition. A “no returns policy” is not acceptable. Sales of products/services not specifically listed here will not be permitted to be sold onsite.
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Booths on Request Area	Immediate Confirmation Area
<p>Unshaded exhibit area above</p> <p>Booth locations and numbers will be released in July</p> <p>Exhibitors may also indicate preferences those booths will be released in July</p> <p>10x10s may be combined to form larger booths such as 10x20s</p> <p>C\$ = corner booth upgrades for \$750 per corner</p>	<p>Shaded exhibit area above</p> <p>Booth preferences cannot be honored</p> <p>Final booth numbers will change</p> <p>C\$ = corner booth upgrades for \$750 per corner</p>

If Selecting for Booths on Request Area—Placement Preferences

Every effort will be made to accommodate preferences, but no guarantees can be made. Assignments will be made in early July.

List specific <u>company names</u> you wish to AVOID being directly adjacent to									
List specific <u>company names</u> preferred to be in the general vicinity of									
Booth(s) preferred	Indicate using booth numbers from the floorplan above. List in order of preference. Important: Your final booth number will change.								
	<table border="1" style="width: 100%; text-align: center;"> <tr> <td style="width: 25%;">1st</td> <td style="width: 25%;">2nd</td> <td style="width: 25%;">3rd</td> <td style="width: 25%;">4th</td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table>	1 st	2 nd	3 rd	4 th				
1 st	2 nd	3 rd	4 th						

If Selecting from the Immediate Confirmation Area

Booth location and number is immediately available and can be confirmed once full payment is received. PAINWeek cannot honor any booth preferences for this area. Please review the current floorplan when making your selection.

Booth Selection	Indicate using booth numbers from the floorplan on page 2. Important: Your final booth number will change, but your vicinity placement will be secured.
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Selections

Configuration	Included Exhibit Badges	Price	Selection	Cost
10' x 10' – 100 sq ft inline booth	4	\$4,500		
10' x 20' – 200 sq ft inline booth	8	\$8,000		
20' x 20' – 400 sq ft island	8	\$25,000		
Other Islands (please specify length x width)	Length x width	8	\$62.50 per sq ft	
Optional Items				
Corner upgrade (C\$ on floorplan) (per corner; not necessary for islands)		\$750 per corner	Specify one or two corners	
Reception beverage tickets (must be purchased in bundles of 10)		\$150 per 10		
Booth Promotion Opportunities				
Hotel room drop (specify drop date Monday 9/6 thru Friday 9/10)		\$4,000	Specify date Mon thru Fri	
Convention tote bag insert		\$3,000		
Preconference email blast		\$3,500		
Conference days email blast (Monday 9/6 thru Saturday 9/11)		\$4,000		
Premiere Exhibit Hall Passport Listing		\$1,500		
Premier Mobile App Listing		\$1,500		
ExhibitPlus Package (Includes pre-conf email, tote bag insert, post-conf email)		\$7,500		
Sponsor Recruitment Package (Includes pre-conf email, tote bag insert, full page event ad in program guide, sponsored push notification, sponsored tweet, hotel room drop)		\$10,000		
		TOTAL		

Payment Options (check one)

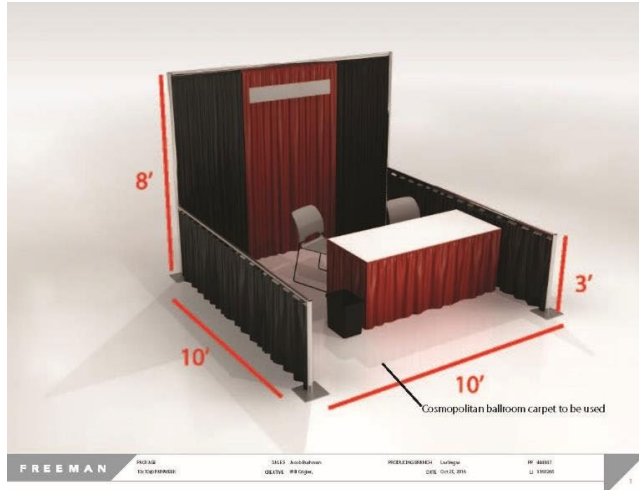
Check: make payable to PAINWeek, 1801 N Military Trl., Boca Raton, FL 33431 Checks must be received within 10 business days or application is void Payment covered under Purchase Order Credit Card						
(check one)	Amex	Discover	MasterCard	Visa		
Name on Card						
Card Number						
Billing Address						
City			State		ZIP	
CVV2/CCID		Exp (mo/yr)				

By signing below, I confirm I have read/accepted the rules and regulations.

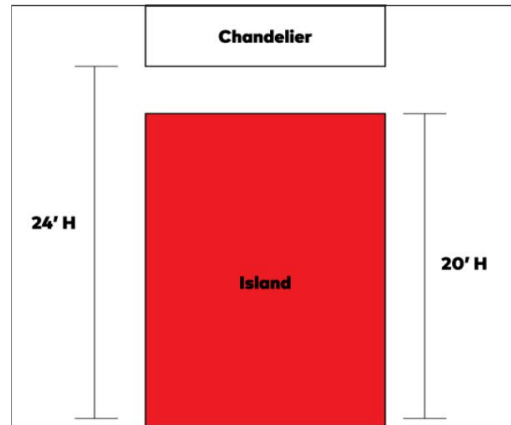
Signature _____

Exhibit Quick Reference Guide

10' x 10' Exhibit Booth Basic Diagram



Only for 20x20 islands or higher



Maximum height of the booth is 20'.
 Bottom of the chandeliers in the ballroom is 24'.
 If including hanging signage, please adjust booth height accordingly. There may be additional space between booths due to COVID-19 restrictions.

Exhibit Hall Only Badges

All exhibit staff must pick up their names badges individually. Please advise your staff to have their photo ID when checking in. We do not allow an individual to retrieve badges for other individuals or for their entire organization.

Access Privileges

Exhibit Only Badges	Full Access Badges	Exhibitor Appointed Contractor (EAC) bracelets
<ul style="list-style-type: none"> - Exhibit Hall when closed to attendees - Exhibit hall during public open hours - Welcome and closing Receptions - Scientific Poster Session 	<ul style="list-style-type: none"> - Exhibit Hall during public open hours - All scientific sessions with exception of extra-fee workshops - Satellite events at the discretion of the PDM and SYM organizers - Welcome and closing receptions - Keynote Address 	<ul style="list-style-type: none"> - Access during install and dismantle hours - Access during show hours

Attendee Name Badges

PAINWeek attendee name badges include first and last name, city and state, and do not include academic degrees or titles. First names are displayed larger than last names. This is to encourage a collegial atmosphere and spur conversations between different professions. If you purchased lead retrieval, you will receive names with academic degrees and professional specialty.

Preregistrant List

One-time use preregistrant postal mailing list available *upon request* on or after August 3, 2021 (may only be used for a printed direct mailing to promote booth). Please request from exhibits@painweek.org with an electronic sample of intended mailer. PAINWeek does not release email addresses of preregistrants.

Post-Conference Attendee List

PAINWeek does not provide an attendee list.

Install and Dismantle Schedule

Install Tuesday 9/7	Install Wednesday 9/8	Dismantle Friday 9/10	Dismantle Saturday 9/11
9:00a – 5:00p	9:00a – 5:00p	5:00p – 9:00p	8:00a – 12:00p
			All booth materials must be packed and removed no later than noon

Exhibit Hall Show Hours (Tentative)

Wednesday 9/8	6:45p – 9:00p	Welcome reception 6:45p – 9:00p
Thursday 9/9	10:00a – 12:30p 2:30p – 5:00p	10:00a – 10:30a course break 10:20a prize raffle 12:30p – 1:30p attendee lunch programs* 3:40p – 4:30p course break 4:00p prize raffle
Friday 9/10	10:00a – 12:30p 2:30p – 4:30p	10:00a – 10:30a course break 10:20a prize raffle 12:30p – 1:30p attendee lunch programs* 3:40p – 4:30p course break 4:00p prize raffle Closing reception 3:30p – 4:30p *Attendee lunch programs located outside the Exhibit Hall area

Exhibitor Registration Desk Hours Located on Level 4, Belmont Commons

Monday 9/6 4:00p – 7:00p	Thursday 9/9 7:00a – 6:30p
Tuesday 9/7 6:30a – 6:00p	Friday 9/10 7:00a – 5:00p
Wednesday 9/8 6:30a – 7:00p	Saturday 9/11 8:00a – 12:00p

Rules and Regulations

We are closely monitoring government policy changes, Centers for Disease Control (CDC) guidelines, government mandates, and public health advancements and reserve the right to make changes as necessary or appropriate to our protocols, procedures, and these rules and regulations for the safety of attendees and exhibitors.

Application: The rules and regulations become binding upon acceptance of this contract between the applicant, inclusive of employees and agents, ("PAINWeek" and "PAINWeek Administration," and "Administration").

Application to Exhibit: The Administration reserves the right to determine eligibility of an exhibit at PAINWeek.

1

Cancellation of Exhibit Space: A written notice of exhibit space cancellation must be sent to the offices of PAINWeek Administration, 6 Erie Street, Montclair, NJ 07042.

- 50% of the exhibit fee is due at application submission; the remaining 50% is due by June 1
- Cancellations received before June 1 will receive a 75% refund
- Cancellations received June 1-15 will receive a 50% refund. 25% of the balance can be used toward other PAINWeek projects; the remaining 25% would be forfeited. For exceptions, see clauses B and C below
- Cancellations received between June 16 and August 2 will receive a 25% refund
- No refunds will be made for cancellations after August 2; for exceptions, see clause B below

Further, in the event of any action by PAINWeek Administration to collect any amount not paid when due, Exhibitor agrees to pay or reimburse the costs of collection (including, without limitation, third-party collection agency expenses, attorney fees and court costs). Under all circumstances, PAINWeek Administration retains the right to resell any booth space canceled by Exhibitor, or not paid when due. Payments made to PAINWeek Administration are nontransferable and cannot be used for payment toward other PAINWeek Administration products, services, or exhibitions.

- A) **FORCE MAJEURE.** 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.
- B) If Client makes a determination at any time prior to August 1 to cancel its attendance because there is in effect at the time of cancellation (1) any federally declared state of emergency related to a public health emergency such as the COVID-19 pandemic, (2) any federally-imposed laws, regulations, declarations or executive orders or other actions imposing limitations on travel or public gatherings or (3) any analogous declaration, order, action or policy by the governors or legislatures of the state of Nevada or the Commonwealth of Massachusetts, In the event that such cancellation by Client occurs after August 1, the entire amount of any payment will be credited to future PAINWeek meetings.
- C) In the absence of the circumstances specified in clause B above, if Client, at any time prior to the conference, advises the PAINWeek Administration that it will not be attending the meeting for reasons related to the COVID-19 pandemic, the entire amount of any payment will be credited to future PAINWeek meetings.

2

Use of Exhibit Space: No Exhibitor may assign, sublet, or share, in whole or in part, its exhibit space, without the prior written consent of the PAINWeek Administration. Exhibitor's exhibit and any materials or activities in connection therewith, must be confined to the Exhibitor's own exhibit space.

3

Exhibit Content: If the exhibit displays or the Exhibitor presents any non-FDA-approved devices, products, or technology, Exhibitor agrees to provide a copy of their liability insurance naming PAINWeek as an additional insured. The Exhibitor also agrees to label any such technology or devices as non-FDA approved.

Rules for Exhibitor:

- A) No combustible materials may be used in the exhibits (eg, crepe paper and cardboard), and all exhibits must conform to Fire Department Regulations.
- B) Nothing is to be tacked, nailed, screwed, or otherwise affixed to the columns, walls, floors, furniture, or other properties of the building.
- C) Any property shipped to or from the Exhibit Hall for display at PAINWeek is the sole risk and responsibility of the Exhibitor.
- D) Exhibits must be staffed at all times during exhibit hours. Priority points will be deducted for early departures.
- E) No objectionable lights or noise will be allowed in any Exhibitor's space. The Administration reserves the right to remove any objectionable equipment or exhibit materials.
- F) The sides of a standard/inline exhibit space may be no higher than three (3) feet so that all vendors are in view. The decision of PAINWeek Administration regarding this rule is final.
- G) Exhibitors acknowledge and consent to Exhibit Hall photos, recordings, and news releases.
- H) The Administration reserves the right, without notice, to modify the meeting agenda, hours of exhibition, and location of Exhibitors, should circumstances warrant
- I) Subject to any applicable rights, obligations, or restrictions hereunder, the use of sound systems is permissible, provided they are not audible in neighboring booths, nor more than 3 feet into the aisle, and that the sound is directed only into the Exhibitor's booth or vertically.

4

Inspection of Booths: The Exhibit Manager, will inspect each booth prior to the opening of the Exhibit Hall to ensure that the Exhibitor has adhered to the rules and regulations set forth in this document. The Exhibit Manager will inform the Exhibitor of any infractions and corrections that must be made before the Exhibit Hall opens.

5

Violations: In the event of a violation of the Exhibit Contract and rules by the Exhibitor or the Exhibitor's employees or agents, the Administration, at its discretion, may ask the vendor to modify its exhibit or vacate the premises. If an Exhibitor is requested to leave for violation of rules, the Exhibitor forfeits all monies that may have been paid and may not submit a claim for any refund of rental or other exposition expenses. Violations of the Exhibit Contract and rules may also cause the Exhibitor to be barred from future meetings.

6

Liability: Exhibitors must leave the exhibit space in the same condition that it was received at the time of occupancy. The Exhibitor is responsible for all damages to the exhibit space caused by employees or agents of the Exhibiting Company. PAINWeek Administration shall not be liable to Exhibitor or to any third party for any indirect, incidental, consequential, special, or punitive damages of any kind or nature. PAINWeek Administration shall further have no liability to Exhibitor for lost profits, loss of material, or frustration of business expectations, whether arising out of breach of contract, breach of warranty, negligence, or otherwise (even if PAINWeek Administration has been advised of the possibility of such loss or damage). PAINWeek Administration's maximum liability hereunder for any claims whatsoever is expressly limited to the amount actually paid to PAINWeek Administration by Exhibitor. No claim may be brought by Exhibitor more than one (1) year after the accrual of the claim. Exhibitor is required to maintain, and upon request will provide PAINWeek Administration with evidence of, adequate insurance to cover Exhibitor's acts, omissions, property and personnel, including liability arising from bodily injury or property damage. Certificate of Insurance must be received by PAINWeek Administration by August 2, 2021. Certificate of Insurance must come directly from the insurance company. If an Exhibitor fails to provide a Certificate of Insurance by September 7, 2021—which is the first day of set-up for Exhibitors—this will not constitute waiving the responsibility to have insurance. Certificates of insurance naming PAINWeek and The Cosmopolitan of Las Vegas as additional insureds must be provided.

7

Cancellation of PAINWeek Conference: Should any situation arise that is beyond the control of the Administration that prevents the opening of PAINWeek and/or the exhibit portion, the Administration will not be liable for any expenses or losses incurred by the Exhibitor.

8

Booth Assignment: Booth assignments will be based on date exhibit application is received and whether the applicant exhibited at a past PAINWeek. The PAINWeek Administration reserves the right to make changes to the floor plan at any time and for any reason whatsoever, in its sole discretion.

9

Hotel Laws, Rules, and Regulations: Exhibitor agrees to be bound by all, and shall ensure its personnel do not violate any, applicable local, state, federal, or foreign laws, rules and regulations (eg, fire, utility, and building codes, the Americans with Disabilities Act, Title 17 – Copyrights, etc) as well as any laws, rules, and regulations applicable to or required by PAINWeek Administration, major sponsors, cosponsors or promoters of the exhibition, the exhibition facility, the designated host hotel, exhibition suppliers, and PAINWeek Administration insurance carrier(s).

The hotel venue requires all food and beverages intended on being served on premises to be sourced directly from the venue.

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Exhibitor Badges: Badges must be prominently displayed by attendees and Exhibitors at all times. Badges are not transferable, and badges worn other than by personnel issued to are subject to confiscation without return or refund. Replacement for a lost badge will cost a fee of \$100. Names for booth staff must be submitted to the Exhibit Manager no later than August 17, 2021. Exhibitors will be allowed access into the exhibit area each day 30 minutes before the exhibits open. Only Exhibitors with badges will be allowed access into the exhibit area. The exhibit space will be locked during the hours that the exhibit is closed. No Exhibitor, unauthorized staff member, or attendee will be allowed into the exhibit area during these hours. The furnishing of this service is not to be understood or interpreted by Exhibitors as a guarantee to them against loss or theft of any kind. In addition, the Administration does not take responsibility for items left in the Exhibit Hall during installation or dismantling.

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Exhibitor Terms: Exhibitor Terms: Sponsor will be invoiced for 50% of the total agreement upon signing of this SOW. The remaining 50% will be invoiced on June 1, 2021. Invoices are due upon receipt unless otherwise agreed upon in the payment schedule below. a) Initial invoice of 50% is due at application submission.

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Exhibitor Registration, Setup, and Dismantling: Each Exhibitor must be registered. Exhibitor badges and registration packets may be picked up at the PAINWeek registration desk. Representatives from The Official Exhibit Contractor & Decorator Company will be on site to assist with exhibit setup. You will receive an Exhibitor Service Manual that will describe the services that they provide. All exhibits must be set up no later than 5:00 pm on Wednesday, September 8, 2021. PAINWeek Administration reserves the right to make changes in the installation hours. Exhibitor agrees not to dismantle the exhibit or do any packaging of its materials before the closing hour of the last exhibit day, and agrees to remove its exhibits and all exhibit materials by no later than 12:00 pm, Saturday, September 11, 2021. Exhibitor agrees to pay a US \$500 fee for any violation of the foregoing.

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Exhibitor Service Center: The Official Exhibit Contractor & Decorator will operate an Exhibitor Service Center for Exhibitors during installation, exhibit hours, and move-out.

14

Exhibitor Service Manual: Electricity, computer, floral arrangements, furniture, photography, and audiovisual equipment will be available for rental. Order forms will be mailed to each Exhibitor in the Exhibitor Service Manual from The Official Exhibit Contractor & Decorator.

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Exhibit Labor: The Official Exhibit Contractor & Decorator will have skilled labor available for Exhibitors requiring this service to install and dismantle their exhibits. The Exhibitor Service Manual will have the necessary order forms and Union Regulations for ordering labor.

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Failure to Occupy Space: Unless previous arrangements are made in writing with the Administration, booth space not occupied by the exhibiting company by 5:00pm, Wednesday, September 8, 2021, may be forfeited without refund to the Exhibitor, and the space may be resold or used by the Administration.

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Food and Beverage: Exhibitors may dispense food or beverages from their booth, with the exception of coffee and coffee-containing beverages. Coffee and coffee-containing beverages can be dispensed with the purchase of an applicable sponsorship. Please contact the Exhibit Manager for such services. The Exhibitor shall be solely responsible for complying with any and all, applicable local, state, federal, and other laws and regulations, relative to all such distribution of food or beverages from their booth. The exhibitor will need to hire a barista to dispense food and beverage. The Cosmopolitan of Las Vegas does not allow outside food/beverages to be brought in.

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Giveaways: Customary descriptive product literature, notepads, pens, pencils, and other items may be distributed. However, any giveaway must be of a modest nature. Any giveaway with a value of more than \$25 must be approved by the Administration. All contests, lotteries, and games of chance must be preapproved by the Administration 30 days in advance of the meeting. The Administration logo is registered trademarked by and is the exclusive property of the PAINWeek Administration. The Administration logo may not be used in any way by any individual, company, or organization without the permission of the Administration.

The PAINWeek logo may not be associated with any promotional materials, mailings, giveaways, or contests. The Exhibitor shall be solely responsible for complying with any and all, applicable local, state, federal, and other laws and regulations, relative to all such giveaways, contests, lotteries, and games of chance.

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Notice of Disability: In compliance with the Americans with Disabilities Act of 1990, the Administration will make all reasonable efforts to accommodate persons with disabilities at PAINWeek. Please call the Exhibit Manager with any requests.

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Shipping Information: The Official Exhibit Contractor & Decorator will provide freight service for this meeting. Conditions, including labor regulations and payment for this service, will be described in the Service Manual.

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Sales/Order Taking: The purpose of the Exhibit Hall is to complement the educational agenda of the meeting through displays and demonstrations. Sales and order taking are permitted, provided all transactions are conducted in a manner consistent with the professional nature of the meeting. Products for sale must be the Exhibitor's own unaltered products. The Administration reserves the right to restrict sales activities that it deems inappropriate or unprofessional. Exhibitors must comply with all local sales tax requirements. Exhibitors taking orders or selling at PAINWeek must adhere to certain business license, sales, and tax regulations that vary from state to state. Exhibitors are responsible for making the necessary arrangements with the state in which PAINWeek is being held to adhere with their tax regulations.

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Signage: Signs and banners within each PAINWeek booth must contain content that is appropriate and professional. The Administration reserves the right to require any Exhibitor to remove signs or banners that it deems inappropriate or unprofessional. The PAINWeek administration reserves the right to list your company name as a registered exhibitor in the program book and on the painweek.org Web site as a sponsor, corporate supporter, and/or exhibitor without the exhibiting company's review of the material prior to print or posting. If this is not permitted by the exhibiting company, the PAINWeek Administration must be notified in writing within 2 weeks of the Exhibitor Application Submission. PAINWeek Administration does not endorse any exhibitors or designated contractors of the exhibition and makes no representation with respect thereto and assumes no responsibility or liability for any services, if provided by any party other than PAINWeek Administration.

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Point of Sales Exhibitors selling merchandise during PAINWeek must offer full money back returns valid during exhibit hours provided merchandise is in resellable condition. A “no returns policy” is not acceptable. Return policy should be visible in your booth.

Only products listed on original submitted exhibit application are allowed to be displayed and/or sold in exhibit space.

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PAINWeek reserves the right to deny applications for exhibitor at its discretion.

25

Meetings and Presentations Exhibitors agree that any corporate or private meetings involving any healthcare professional must be approved by PAINWeek in advance.

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Disclaimers: Except as otherwise provided in these Rules and Regulations, PAINWeek Administration makes no representations of any kind with respect to the exhibition, and disclaims all warranties including any implied warranties of merchantability, fitness for particular purpose, accuracy, noninfringement, noninterference. The exhibition and booth are provided “as is” and on an “as available” basis.

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Indemnification by Exhibitor: Exhibitor hereby agrees to indemnify, defend, and hold harmless PAINWeek Administration, its affiliates, the exhibition facility, the designated host hotel (The Cosmopolitan of Las Vegas), exhibition suppliers, the city, and state, and their respective officers, directors, employees, representatives, and agents, from and against any and all liability, responsibility, loss, damage, cost, or expense of any kind whatsoever (including but not limited to attorney’s fees) arising directly or indirectly out of or in connection with (i) any intentional or negligent act or omission by Exhibitor or any of its employees or agents, (ii) breach of Exhibitor’s representations, warranties, obligations or covenants set forth in the Exhibitor Contract, and/or (iii) Exhibitor’s occupancy and use of the exhibition premises, including without limitation, the assigned booth, public areas, or any part thereof.

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Policy on Satellite Events for Exhibitors and Sponsors

All Satellite Events must be approved in advance by PAINWeek. Satellite Events may not conflict with any official PAINWeek events, educational programming, or exhibit hours. Educational/Speaker programs may not be offered at PAINWeek outside of the official PAINWeek programming. Organizations must utilize the opportunities provided by PAINWeek for such events.

Any company holding a Satellite Event in conjunction with PAINWeek that fails to abide by this policy will be subject to penalty (reviewed on a case-by-case basis) or may be prohibited from participating as an exhibitor or sponsor at a future PAINWeek.

Satellite Events at PAINWeek are functions that involved PAINWeek meeting attendees, but are not planned, executed, or sponsored by PAINWeek. This includes, but is not limited to: Corporate Meetings, Customer Events, Focus Groups, Advisory Boards, Hospitality Functions, Staff Meetings, Receptions, Any formalized forum presenting information to PAINWeek meeting attendees, Networking Dinner meetings with more than 15 PAINWeek attendees.

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Notices: Any notice or correspondence required or permitted to be given or forwarded hereunder or by law shall be effective on receipt and shall be considered properly given if orally stated to Exhibitor at the Exhibition or presented in writing and delivered personally, faxed, or sent by any commercially reasonable means, addressed, with respect to Exhibitor, to the address of Exhibitor most recently provided in writing to PAINWeek Administration, and with respect to PAINWeek Administration, to the address of PAINWeek Administration at the address set forth at the bottom of these Rules and Regulations.

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Entire Agreement: The Exhibitor Contract, including the Exhibitor Service Manual and these Rules and Regulations, represents the complete understanding and agreement of the parties hereto with respect to the subject matter hereof and supersedes any prior agreements, whether written or oral, between the parties. The Exhibitor Contract may not be modified or amended, except by a written instrument executed by each of the parties hereto. The parties hereto shall be deemed to be independent contractors hereunder, and as such, neither party shall be, nor hold itself out to be, an employee or agent of the other party. The language used in the Exhibitor Contract shall be deemed to be language chosen by both parties hereto to express their mutual intent, and no rule of strict construction against either party shall apply to any term or condition of the Exhibitor Contract. The Exhibitor Contract shall only become effective when countersigned or initialed by a duly authorized representative of PAINWeek Administration within ninety (90) days of the date of Exhibitor's signature. The acceptance or deposit of any payment does not constitute acceptance of the Exhibitor Contract by PAINWeek Administration. PAINWeek Administration reserves the right to modify the Exhibitor Service Manuals, and exhibitor guides or these Rules and Regulations, or make any additional conditions, rules and regulations, as it deems necessary to ensure the success of the exhibition. Exhibitor acknowledges and agrees that such alterations and modifications shall become part of the Exhibitor Contract upon notice to Exhibitor.

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