

EXHIBITOR TERMS & CONDITIONS

These Terms and Conditions are part of the contract between the exhibitor and the ADA. They have been formulated to ensure a successful exposition. All exhibitors must observe all terms and conditions. All points not covered are subject to the decision of ADA. This application for an exhibit space, the formal notice for space assignment by ADA Exhibit Management, and all deposits for exhibit space together constitute a contract for the right to exhibit at American Diabetes Association's Scientific Sessions.

These Terms and Conditions may be supplemented by additional rules included in the Exhibitor Prospectus and Exhibitor Resource Center as well as any updates or clarifications communicated to all exhibitors via mail or email.

AdvaMed and PHRMA Codes: All exhibiting companies must comply with the AdvaMed and PHRMA Codes on interaction with healthcare professionals.

Advertising: All exhibitors must comply with the ADA Advertising Guidelines at Scientific Sessions document [included in the Exhibitor Resource Center](#).

Age Restriction: No one under the age of 18 is allowed on the exhibit floor.

Applicability, Interpretation, and Governing Law: The Terms and Conditions are part of the Exhibitor Application between the Exhibitor and ADA Exhibit Management. ADA Exhibit Management shall have the authority to interpret and enforce these Terms and Conditions. All matters not covered by these Terms and Conditions are subject to the decision of ADA Exhibit Management. All decisions so made shall be as binding on all parties. The Exhibitor is responsible for familiarizing themselves with all the Terms and Conditions. If an Exhibitor fails to observe the Terms and Conditions of the ADA Scientific Sessions, they may be excluded from the contracted booth space without refund. Any claim or cause of action arising out of these Terms and Conditions shall be governed exclusively by the law of the Commonwealth of Virginia without regard to its conflict of laws principles, and any claim or cause of action arising under these Terms and Conditions shall be adjudicated exclusively in state or federal courts located in Virginia.

Assignment of Booth Space: Booth space is assigned according to priority points for a period of time and thereafter on a first-come, first-serve basis.

Blood Samples: Only licensed individuals, including phlebotomists, and technicians, are permitted to take blood samples, either by fingertip or intravenous drawing of blood. Exhibitor is responsible for disposing samples and the materials used to obtain the samples in accordance with local and state health ordinances and laws and must arrange for the disposal of these waste materials as further [detailed in the Exhibitor Resource Center](#). In addition to ensuring that the medical waste company complies with federal and state regulations concerning the screening, handling, and disposal of infectious medical waste, under OSHA rules, phlebotomists, and technicians are required to use gloves when body fluids are handled. Protective clothing must be available. Spills must be immediately cleaned and disinfected. Needles are not to be recapped, purposely bent, or broken by hand, removed from disposable syringes and needles, and scalpel blades and other sharp items must be placed in a puncture-resistant container for disposal.

Booth Construction Regulations: Please refer to the ADA Booth Construction Regulations (**Coming Soon**). Rules may change based on the facility rules and regulations.

If an exhibitor creates debris during the construction and installation of the display, they must immediately restore a clean environment for neighboring booths.

Cancellation of Event: If an emergency arises prior to the opening date of the event, or during the event, which prevents its scheduled opening and/or operation, such as strikes, destruction or damage of the exhibit hall, acts of war, terrorism, or a declaration of a national emergency by the President, it is expressly understood and agreed that the ADA may retain as much of the full payment for exhibit space as necessary to cover expenses incurred up to the time of such emergency. If our event is cancelled due to the coronavirus or similar epidemic/pandemic, refunds or credits will be available less the 10% non-refundable administrative fee. However, if the company/exhibitor participates in a virtual exhibit due to the cancellation of the in-person event due to an in-person cancellation event, the 10% non-refundable administrative fee will be fully waived and applied towards the virtual exhibit.

Cancellation/Reduction Policy:

- Notification of an exhibitor's decision to cancel or reduce booth space must be submitted in writing to [ADA Exhibit Management](#). If an exhibitor cancels space on/or before December 31, 2026, ADA will retain the entire deposit or 50 percent of the rental fee plus a 10% administrative fee assessed on the full booth fee. If space is canceled after December 31, 2026, the exhibiting company will be required to pay 100 percent of the total contractual obligation which includes the 10% non-refundable administrative fee.
- If an exhibitor reduces contracted booth space, the unused booths will be regarded as canceled, and the above fee schedule will be applied to the exhibitor for such portion of the space.
- Failure to pay any required deposit or invoice issued under the signed contract constitutes a breach of contract. The Exhibitor remains financially responsible for the exhibit space purchased as per the terms of the Cancellation/Reduction Policy. If payment is not made per the Payment Policy/Schedule, ADA may cancel the contract, resell the space, and collect all amounts owed under the Cancellation/Reduction Policy. All

payments of prior event balances and any other outstanding obligations owed to ADA, including cancellation/reduction fees, must be paid in full to be eligible to apply and contract for any space at the 2027 Scientific Sessions or future ADA events. The ADA reserves the right to apply any booth payment toward outstanding debts.

- In the event, State or facility regulations change in the locale where the meeting is held, exhibitors/sponsors/attendees will be expected to abide by the existing/changed regulations and those changes are not in themselves an acceptable reason for cancelling or receiving a refund.

Care of Exhibit Space: Exhibitors must, at their expense, maintain and keep booths and exhibits in clean and good order. Exhibitors and their designated agents shall be responsible for the cost of removing any excess waste, as deemed by the Convention Center, ADA Exhibit Management, or the ADA.

Contracted Services and Information: ADA has, in the best interest of the exhibitors, selected Freeman to serve as the official General Service Contractor to provide services to the exhibitors. The contractor will provide, for a fee, all labor, equipment, and supervision to the exhibitors. Complete information, instructions, and price schedules for services and rentals are included in the Exhibitor Resource Center. An Exhibitor Service Center will be maintained on the exhibit floor to facilitate service requests for exhibitors.

Corporate Identity and Trademark Use: Exhibitor identification in all ADA publications and on all signs and booth graphics must be the one company name submitted on the Application and Contract for Exhibit Space. The use of the ADA's logo, trademarks, or any other intellectual property shall not be used in connection with any product, service, advertising, or promotional material displayed or disseminated by the exhibitor, without the express prior permission of the ADA, which may be withheld in ADA's sole discretion.

Damage: Exhibitors are responsible for all damage to the building, including damage by employees, representatives, or agents. No nails, tacks, or screws shall be put into walls, columns, woodwork, or flooring of the building.

Donation Activities Policy: The ADA acknowledges that due to changes in regulations and rules – exhibitors have shifted from an environment of giving out promotional items at their booths to a situation where they will make a donation in the name of the attendee for stopping by. Since ADA is a non-profit organization that funds programs for people with diabetes and research in the field of diabetes, we would prefer that any donation activities taking place during our meeting result in a donation to the ADA. Exhibitor donations can be made in support of a particular ADA activity – StepOut Walk to Stop Diabetes, Tour de Cure, local activities, – or they can be made as general donations to ADA. Exhibitors may choose to donate to other organizations – however, they are strongly encouraged to work with the ADA to find a solution that best fits the goals of the exhibiting company.

Electrical Connections and Charges: All electrical wiring must be approved and installed in accordance with local regulations. An electrical order form can be found in the Exhibitor Resource Center.

Eligibility: The ADA and Exhibit Management reserve the right to accept, reject or condition acceptance, based solely on our discretion, for any reason, which need not be disclosed to the applicant. Companies who have not previously exhibited or are requested to resubmit must complete and submit an additional review form to be considered for eligibility. The application and description of their products and the appropriate government approval status along will be reviewed by the Exhibitor Review Committee for approval prior to payment processing and before space assignment. provide a Booth space will not be assigned until such application is approved by the ADA. Please do not make any travel/lodging arrangements until you receive final approval to exhibit.

The right to deny products that are not in line with the intent of the meeting and/or the professional interests of our audience (e.g., diabetes care, the treatment of diabetes or diabetes research are at our sole discretion; **only the products that ADA approves may be exhibited.**

Exhibitors must be in good financial standing with ADA to be eligible to apply and contract for any space at the 2027 Scientific Sessions or future ADA events. This includes full payment of prior event balances and any other outstanding obligations owed to ADA. No booth space will be offered to Exhibitors with unpaid balances. The ADA reserves the right to apply booth payments to outstanding invoices.

Enforcement of Terms and Conditions: Each exhibitor agrees to observe all policies. Violators will incur one penalty for each violation:

- The first violation of any terms or condition detailed on the Application and Contract for Exhibit Space, in the Exhibitor Resource Center, or any subsequent amendments will result in the company receiving a written warning.
- A second violation will result in forfeiture of priority points for exhibiting for that year.
- A third violation will result in forfeiture of remaining accrued exhibit priority points.
- A fourth violation will result in one year's suspension of exhibit privileges at any ADA meeting or exposition.

Notwithstanding the foregoing, ADA Exhibit Management reserves the right to remove any exhibitor or exhibition, in their sole discretion, for the best interests of the exhibitors, and attendees.

Exhibitor and Meeting Registration: Exhibitor badges are non-transferable and restricted to individuals currently employed by the contracting company. Each exhibitor will provide the ADA Exhibit Management, in advance, the names of those who will staff the booth. Instructions will be provided in the Exhibitor Resource Center for exhibitors to register their booth personnel. There may be a limit on exhibit booth personnel badges. If company personnel need admission to the exhibit hall at a time other than the listed hours, special permission must be obtained from ADA Exhibit Management.

One person per 10' x 10' booth space, not to exceed 10 people, may attend the program sessions on a complimentary basis as a Corporate Delegate; exhibitors must designate the name of such individuals prior to meeting registration. Exhibitor and Corporate Delegate badges can be picked up at Exhibitor Registration. If bulk pick up is chosen, the company supervisor may pick up all company personnel badges, including the Corporate Delegate badges. Corporate Delegate badges do NOT entitle delegates to receive education credits.

Exhibitors Appointed Contractors (EAC): Exhibitors must notify ADA Exhibit Management by the posted deadline if they intend to use EAC(s), other than the General Service Contractor (Freeman).

- All EACs must utilize union labor where required by the facility.
- EACs must provide a Certificate of Insurance (COI) to ADA Exhibit Management thirty (30) days prior to the event, meeting the requirements and coverage stipulated in the Exhibitor Resource Center.
- EACs must abide by all Terms and Conditions herein and are strictly prohibited from soliciting other exhibitors. Violation of any regulation may result in the contractor's immediate removal from the exhibit hall or Suites.

Exhibitor Resource Center: A comprehensive online Exhibitor Resource Center will be provided to assigned exhibitors and will be updated as information becomes available. In case of conflict with the stated Terms and Conditions herein, the terms included in the Exhibitor Resource Center will prevail.

FDA Regulations: Each exhibitor must comply with all Food and Drug Administration regulations; contact FDA Division of Drug Marketing, Advertising and Communications with questions on guidelines. Phone: 888-463-6332.

Fire & Life Safety:

- Smoking Policy: The Walter E. Washington Convention Center is a 100% smoke-free environment. Smoking, including the use of electronic cigarettes and vaporizers, is strictly prohibited in all exhibit halls, loading docks, meeting rooms, and Suites.
- Flammable & Hazardous Materials
 - Exhibitors are prohibited from bringing or storing flammable, combustible, or explosive materials within the facility. This includes, but is not limited to, compressed gases, oils, chemicals, and aerosols.
 - Storage of combustible materials (e.g., cardboard boxes, crates) is limited to a one (1) day supply and must be maintained in an orderly fashion.
 - All packing containers, wrapping paper, and excelsior must be removed from the floor immediately and may not be stored under tables or behind displays.
- Construction & Decorative Materials
 - All exhibits must be constructed substantially and fixed in position for the duration of the event.
 - All decorations, drapes, acoustical materials, carpeting, and table coverings must be flame-resistant and must comply with local fire regulations.
 - Combustible decorations such as canvas, crepe paper, tissue paper, or corrugated materials shall be used or stored behind or under exhibits at any time.
 - Exhibit must comply with all municipal and state law and safety codes. Any exhibit found in violation of these regulations will be closed until brought into compliance.
- Device Approval & Authority
 - Exhibitors must obtain prior approval from the local Fire Department for the operation or presence of any electrical, mechanical, or chemical device that may be deemed hazardous. The local Fire Department and the General Service Contractor hold final authority on what constitutes a hazard in a public assembly space.
- Right to Remove: ADA Exhibit Management and Fire Marshal reserve the right to remove any materials or persons found in violation of these safety policies at the Exhibitor's sole expense.

Food and Beverage Guidelines: All companies must adhere to the [Food and Beverage Guidelines](#) outlined in the Exhibitor Resource Center. No food and/or beverages may be served by exhibitors within the exhibit hall without the prior approval from ADA Exhibit Management or the approved menu. Alcoholic beverages may not be distributed in the exhibit hall without prior written approval from the ADA Exhibit Management.

Hotel Room Blocks: Exhibitors and agents may not negotiate blocks of hotel rooms directly with contracted ADA participating hotels. If a violation occurs, the company will lose twenty-five (25) percent of accrued exhibitor priority points, in addition to not accruing priority points for the current year. It is also a violation to negotiate blocks of rooms with hotels for future meetings that impede the ADA's ability to obtain rooms.

Installation and Removal of Exhibits: Receiving of shipments and return of crates is [detailed in the Exhibitor Resource Center](#). Booths must be completely assembled and ready for inspection by the ADA Exhibit Management by 2:00 p.m. on Friday, June 18, 2027. Exhibits must remain intact until the final closing hour of the exhibit hall.

Liability, Indemnification, and Insurance: By signing the Application and Contract for Exhibit/Suite Space, the Exhibitor acknowledges they have reviewed and agreed to comply with the [Exhibitor Certificate of Insurance Terms and Conditions](#). Exhibitor is required to maintain adequate insurance against property loss/damage and liability for personal injury. Coverage must meet the requirements and liability limits as outlined in the [Sample Certificate of Insurance](#).

The Exhibitor expressly understands that it indemnifies, releases, and holds harmless the ADA, the Walter E. Washington Convention Center, Freeman, A. Fassano & Company, and their respective employees from and against any and all claims for loss, injury, or damage. ADA and its representatives disclaim all responsibility for any injury, loss, or damage that may occur to the exhibitor, its agents, employees, property, or products, arising from any cause whatsoever, prior, during, or after the event.

Literature Distribution: Exhibitors may distribute materials only from their assigned booth. NO materials may be placed on seats, attached to walls, ceilings, columns, or woodwork in the facility, left in public places or distributed in the aisles of the exhibit hall. Samples, catalogues, pamphlets, souvenirs, etc. may be distributed by exhibitors and their representatives (including models) only within their own booths. ADA may reject any or all materials in its sole discretion. Distribution of any printed material, showing equipment or product presentations to ADA attendees by exhibitors, other than in the exhibitor's assigned booth space or products that were not approved by ADA Exhibit Management during the official dates of the Scientific Sessions are prohibited.

Live Booth Theater Productions/Demonstrations and Meet the Expert Presentations:

Exhibitors planning a live booth theater production/demonstration or Meet the Expert Presentation must adhere to the [Live Booth Production/Meet the Expert Guidelines](#).

Meeting Room Requests: All requests for meeting space, including a location other than the official ADA hotels or convention center, must be submitted via the Ancillary Event Request Form located in the Exhibitor Resource Center and submitted to the ADA Convention Operations Department. Do not submit requests directly to the venues. Meeting room requests will be released at the discretion of ADA. After the meeting space assignment is made by the ADA, the organizer is responsible for finalizing all arrangements with the assigned hotel or convention center. Further instructions regarding meeting space will be available in the Exhibitor Resource Center. Hospitality Suites may be requested through ADA Housing.

Management Right to Modify Space: The floor plan for this exhibit will be maintained as originally presented whenever possible. However, the ADA Exhibit Management reserves the right to modify such plan to the extent necessary for the best interests of the event, market, exhibitors, and industry.

Music Licensing: The exhibitor shall be responsible for securing any necessary licenses or consents for (a) any performances, displays or other uses of copyrighted works or patented inventions and (b) any use of any name, likeness, signature, voice or other impression, or other intellectual property owned by any third party which is used directly or indirectly, by the exhibitor. The exhibitor agrees hereby to indemnify, defend and hold ADA harmless from and against any claim of liability and any incident or resulting loss, cost or damage (including costs of lawsuit and attorney's fees) for failure to obtain these licenses or consents and/or for infringements or other violations of the property rights or the rights of privacy or publicity of any third party.

Payment Policy/Schedule:

On-site Booth Assignment Payment Policy/Schedule for Exhibit Space

- Standard Requirements:
 - A 50% deposit must be paid at time of signing Contract immediately following the Exhibitor's appointment time and assignment.
 - Exhibitor is expected to come prepared to pay deposit at time of appointment using ACH or/a credit card.
 - The contract is binding upon its acceptance by the Exhibitor. The hold on the exhibit space is not confirmed until the required funds are received.
- Alternative Payment (Check/Special Account Processing Circumstances):
 - If you must pay by physical check or have a special account processing circumstance preventing immediate payment, the contract must still be signed at the appointment and payment must be made on or before July 8, 2026. Payment instructions will be in your 'My Account' link, included in the Exhibit Booth Confirmation email sent after the contract is executed. *Payments made by wire transfer should include an additional \$50 USD to offset wire fees.*
- Final Balance Due:
 - Due Date: The remaining balance is due in full by March 1, 2027.

Priority Point Application Window Payment Policy/Schedule for Exhibit Space

- Standard Requirements:
 - A 50% deposit must be paid at time of signing Contract for all Applications submitted on or before June 23, 2026.
 - Exhibitor is expected to pay required deposit as outlined above at time of application submission using ACH or/a credit card.
 - Applications submitted without payment will not be assigned until payment is received.
- Alternative Payment (Check/Special Account Processing Circumstances):
 - If you must pay by physical check or have a special account processing circumstance preventing immediate payment at time of application submission, payment must be made within 30 days of signing Application and Contract. Payment instructions will be in your 'My Account' link, included in the Exhibit Booth Confirmation email sent after the contract is executed.
- Final Balance Due:
 - Due Date: The remaining balance is due in full by March 1, 2027.

Open Application Window Payment Policy/Schedule for Exhibit Space (*first-come, first-served; after on-site booth assignment process closes*)

- Standard Requirements:
 - A 50% deposit must be paid at time of signing Contract for all Applications submitted on or before March 1, 2027.
 - After March 1, 2027, all applications must be accompanied by 100% of the total fee due.
 - Exhibitor is expected to pay required deposit as outlined above at time of application submission using ACH or/a credit card.
 - Applications submitted without payment will not be assigned until payment is received.
- Alternative Payment (Check/Special Account Processing Circumstances):
 - If you must pay by physical check or have a special account processing circumstance preventing immediate payment at time of application submission, payment must be made within 30 days of signing Application and Contract. Payment instructions will be available in your 'My Account' link in the top navigation bar above and included in the Exhibit Booth Confirmation email sent after the contract is executed.
- Final Balance Due:
 - Due Date: The remaining balance is due in full by March 1, 2027.

Penalty for Late Payments: If deposits or balances are not received as outlined above, ADA reserves the right to release the space/item being held and resell the space/item.

Photography/Videotaping and Camera Crews:

[Please refer to the Camera Crew Procedures for 2027.](#)

Press Guidelines: Organizations wishing to display information for members of the media attending the Scientific Sessions through the ADA's Newsroom are subject to the following guidelines:

- Only media information directly related to an abstract being presented at the Scientific Sessions program will be permitted.
- This media information must be confined to the specific abstract being presented. It is strongly recommended that the promotion of the abstract is shared through a news release. Marketing or sales materials will not be accepted (e.g., fact sheets, product brochures, etc.).
- Product-specific literature, company, or product promotional or marketing materials are not permitted, and media kits are not allowed.
- No materials may be displayed without ADA approval. The ADA reserves the right to reject any materials for any reason, which need not be disclosed.

If you have any questions about the ADA's media policies, please contact SciSessionsPress@diabetes.org.

Preview of Products: Products which are not yet available to the general public may be exhibited provided that the products are clearly labeled as not yet available and pending proper government approval, as long as such approval has been applied for from the appropriate government entity. Exhibitors who fail to comply with this rule will be removed from their booth with no refund of payment.

Prizes: No exhibitor will be permitted to conduct any prize drawings, raffles, sample giveaways, premium gifts, awards for the signing of names and addresses, etc. without prior approval of the ADA or its Exhibit Management. Further information will be [provided in the Exhibitor Resource Center](#).

Purchasing Aisle Space/Spanning an Aisle: Exhibitors may purchase aisle space between their exhibit space if (a) the aisle space does not infringe on a main aisle, and (b) the aisle area adjoining the booth spaces is the same length. This request may be granted at the discretion of ADA. Exhibitors requesting to span an aisle by roofing must purchase the aisle space. Exhibitors interested in purchasing aisle and roofing space must submit requests in writing to the ADA no later than thirty (30) days prior to the exhibit.

Restrictions: ADA reserves the right to establish restrictions for exhibits in order to enhance the success of the exposition. These restrictions cover persons, animals, conduct, printed materials, or anything which may be objectionable to or disrupt the Exhibition as a whole. No motorized equipment is allowed outside of the booth. If the ADA Exhibit Management finds an exhibit/exhibitor in violation of any rule or restriction, ADA may order the violation removed or may evict the exhibit/exhibitor. Upon such violation or eviction, the ADA shall not provide any refund and is expressly not liable for any damage or injury resulting from such eviction. Exhibitors are expected to always conduct themselves in a professional manner. Any complaints will be resolved by ADA Exhibit Management and/or ADA's Security Vendor.

Security & Asset Protection: As a courtesy, ADA provides perimeter security for the exhibit area during the show. This service does not guarantee against loss or theft. Exhibitors must arrange to always have at least one representative in attendance at the booth or Suite during show hours and for fifteen (15) minutes before and after daily exhibit hall hours. Exhibitors are advised to remove high-value electronics, personal items, and easily portable equipment after closing hours or secure them in locked storage within their Suites. ADA is not responsible for items left unattended.

Selling of Products or Services: Selling of any products or services without prior approval from the ADA Exhibit Management is strictly prohibited. Any violation will result in eviction from the exhibit floor with no refund of payment. No warnings will be given. It is the responsibility of individual exhibitors to obtain necessary city or state sales permits where required. It is further the responsibility of individual exhibitors to file all necessary city or state tax forms where required. The ADA shall not be responsible for obtaining or issuing sellers permits or the filing or collection of taxes on sales. The ADA shall not be liable for individual exhibitors who do not have required documentation on file with appropriate agencies.

Sharing Space: No subletting or sharing of exhibit space is permitted.

Solicitation: Solicitation outside of contracted space is not permitted. Solicitation by exhibiting companies, including those that represent magazines or publications, of other exhibiting companies is not permitted. Violators will be asked to dismantle their displays at their own expense and will not be permitted to exhibit in the future.

Sound Devices and Music: In general, exhibitors may use sound equipment in their booths so long as the noise level does not disrupt the activities of neighboring exhibitors. Speakers and other sound devices must be no higher than 12 feet tall and must be positioned to direct sound into the booth rather than into the aisle. Sound and noise may not exceed sixty-five (65) decibels within the booth space.

Use of Exhibit Space: ADA Exhibit Management reserves the right to approve the character of the display and to prohibit any display that detracts from the general character of the exhibit. No exhibitor shall assign, sublet, or apportion the whole or any part of the space allotted to them. Each exhibitor must keep an attendant in the display during the open hours of the exhibition. Exhibitors are not allowed to close their exhibit early and must remain open during all show hours. All attendants must wear ADA exhibitor badges and be registered as exhibitors. If an exhibiting company finds it necessary to expand the size of its booth, all attempts will be made to accommodate the exhibiting company's existing location. However, the ADA will not relocate those companies that may interfere with the exhibitor's expansion if they do not wish to move.

The American Diabetes Association® has full authority to interpret or amend these Terms and Conditions, and its decision is final. Exhibitor agrees to abide by any Terms and Conditions that may hereafter be adopted. Any issues not addressed in these Terms and Conditions are subject to the decision of the American Diabetes Association®. The exhibitor waives any rights or claims or damages arising out of the enforcement of any rules contained herein.