



International Association for the Study of Lung Cancer

IASLC Policies for Exhibitors and Other Organizations at IASLC Meetings Effective April 15, 2010

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I. INTRODUCTION

This policy of the International Association for the Study of Lung Cancer (IASLC) establishes the general standards that will apply to the activities of commercial firms and other organizations, including not-for-profit organizations, during or in connection with IASLC meetings, as exhibitors, meeting supporters, or otherwise. Related requirements governing various activities are set forth in:

- Terms and conditions of the IASLC Exhibitor Agreement
- IASLC and IASLC Policy for Independent Supported Symposia
- Requirements specified in the Exhibitor Service Manual
- IASLC's Corporate and Institutional Public Relations Policies
- Policies and rules of the Meeting Venue
- Any guidelines established by IASLC regarding selection of exhibit space and hotel accommodations

IASLC meetings are educational events intended to facilitate the communication of new scientific knowledge and to advance the practice of oncology. The foremost concern of IASLC is preservation of the scientific integrity and educational value of IASLC meetings. To this end, IASLC invites organizations to support and participate in IASLC meetings in a manner that complies with the requirements described in this policy and related documents. As a matter of IASLC policy, the form and manner of any such activity must also comply with U.S. Food and Drug Administration (FDA) laws, regulations, and guidelines, including those regarding industry-supported scientific and educational activities; the American Medical Association (AMA) Ethical Opinion on Gifts to Physicians; the PhRMA Code on Interactions with Healthcare Professionals; the Accreditation Council on Continuing Medical Education (ACCME) Essential Areas and Standards; and the Office of Inspector General Compliance Program Guidance for Pharmaceutical Manufacturers.

Compliance with all applicable laws and regulations is required of every organization that participates in IASLC meetings. Organizations that violate IASLC or IASLC policies, legal requirements, or the terms and conditions of the Exhibitor Agreement will be subject to disciplinary action as further described in Section VIII below.

Various thematic or multidisciplinary meetings are sponsored by IASLC and co-sponsored by one or more other organizations. These IASLC Policies for Exhibitors and Other Organizations at IASLC Meetings apply to those meetings, with IASLC administering the Policies. Generally, references to IASLC meetings in this document should be understood to include those meetings that have other co-sponsors where IASLC is the lead organization.

II. SUPPORT FOR IASLC AND IASLC SPONSORED ACTIVITIES

Commercial firms, foundations, and other organizations are invited to provide support for IASLC scientific and educational activities, publications, and other products. Such activities include, but are not limited to: symposia; conferences; meetings; workshops; satellite broadcasts; research grants; awards; and audio, video, or online educational activities. IASLC are solely responsible for the development and implementation of each IASLC activity. IASLC alone will determine the content of its scientific and educational activities and will own all associated intellectual property. IASLC will also determine the distribution, production, and pricing of the activity's materials.

All pledges of support must be confirmed by written advance notice of the intended support. The terms, conditions, and purpose of a grant must be documented by a signed letter of agreement among the donor organization, IASLC. Grant terms and conditions may not require IASLC to accept the donor's advice or services, whether with regard to content, the selection of speakers or invitees, or other attributes of the meeting or activity. Donors are entitled to review the budgets of programs or activities for which they provide support. IASLC accepts grants for one or multi-year periods (as defined in the agreement). IASLC will acknowledge donors' contributions in program materials but will not permit representatives of donor organizations to engage in sales or promotional activities or to distribute commercial promotional materials in the room where the activity takes place. Display or distribution of promotional materials for an educational activity before, during, and after an educational activity offered for credit must conform to all applicable continuing medical education ("CME") standards.

III. ACTIVITIES SUPPORTED BY COMMERCIAL FIRMS AND OTHER ORGANIZATIONS

IASLC recognize that during IASLC meetings, commercial firms and other organizations may wish to host their own events and activities, for purposes ranging from investigator meetings to providing social and business opportunities for firm employees and meeting attendees.

A. Activities and Events Held Adjunct to IASLC Meetings

Commercial firms and other organizations wishing to conduct activities during the dates of, immediately prior to, or following an IASLC meeting must notify IASLC of such activities by submitting an Ancillary Event Request to IASLC by the deadline specified for the particular meeting. IASLC, in its sole discretion, will determine whether the proposed activity appears to meet IASLC standards and requirements and will notify the applicant if the Ancillary Event Request is approved.

Ancillary activities, including media events, should not compete with the agenda or events of the IASLC meeting. The nature of any ancillary activities should be in keeping with the educational focus of an IASLC meeting. Venues, agendas, and media coverage for ancillary activities should be conducive to scientific interchange; even for social functions, promotional trappings should be minimized and scientific themes, not entertainment activities, should predominate.

IASLC representatives may attend any ancillary activity (including investigator and corporate board meetings) held within space held by IASLC, to monitor whether the activity is in compliance with applicable IASLC policies and requirements. All ancillary activities must meet the following criteria:

- The activity or event must comply with meeting blackout times and be scheduled as to permit attendees sufficient time to participate in official meeting activities and sessions. IASLC will indicate meeting blackout times on the Ancillary Event Request website
- IASLC must receive and approve a completed Ancillary Event Request by the deadline specified for the particular meeting (space held by IASLC will be allocated to approved requestors on a first come, first served basis). No participant may present a paper scheduled for presentation during the IASLC meeting and under embargo at the time of the event
- No marketing pieces, invitations, communications of any kind, advertising, or other written or spoken descriptions of the event may use the IASLC name or logo, or otherwise suggest or imply that IASLC has endorsed or sponsored the event. The name of the IASLC meeting may be mentioned one time in each communication for identification purposes, in a reasonably-sized, neutral font. IASLC or the name of the IASLC meeting may not be part of a title or heading of the ancillary event, be prominently featured, or listed first in print materials. IASLC slide templates, color schemes, or other means of confusing the event with an IASLC-sponsored event may not be used
- The following statement must be prominently displayed and included on all advertisements, marketing pieces, invitations, meeting materials, derivative products, etc. for the event:

For the IASLC Meeting:

“Not an official event of the IASLC meeting. Not sponsored or endorsed by IASLC.”

For Co-Sponsored

Meetings: “Not an official event of the [Insert Name of Co-Sponsored Meeting]. Not sponsored or endorsed by any of the co-sponsoring organizations of the [Insert Name of Co-Sponsored Meeting].”

- Meeting signage may NOT include the IASLC name, logo, or name of the IASLC meeting except in the following required disclaimer, which must be prominently displayed and included on all signs: see above

- Repurposed or post-meeting/event materials developed as a result of content from the meeting or event must NOT include any reference to IASLC, or the IASLC meeting. Materials must not in any capacity identify IASLC as the sponsor or CME provider
- No event marketing may be done at the IASLC meeting venue except within the confines of an individual exhibit booth or table. Outside the booth or table but within the IASLC meeting venue, representatives may not set up tables or otherwise distribute or display signs, flyers, invitations, use ushers, or use other means of gathering people for the event
- Event names, invitations, communications, and marketing may not include the phrase “Supported Symposium” unless the event has been selected as an official Independent Supported Symposium supporter (See below)

B. Independent Supported Symposia

Independent Supported Symposia (ISS) are autonomous, CME-accredited, educational activities that are held adjunct to an IASLC meeting. ISS activities require IASLC’s prior written approval but do not receive and must not imply IASLC endorsement or support. All ISS activities must conform to applicable IASLC policies, including the prohibition upon the use of IASLC’s name or logo without prior written permission and the blackout periods established for the meeting. Supporters of ISS activities may not invite or permit representatives of the media to attend the activity or otherwise promote the activity to the media.

Certain members of IASLC’s Leadership may and will only participate in one (1) Independent Supported Symposia as faculty, as a presenter, chair, or consultant during an IASLC meeting.

C. Marketing of Products and Services Outside of the Exhibit Hall

Except as specified below, the only appropriate and acceptable venue for the distribution of advertising or marketing materials is the Exhibit Hall. Commercial firms and other organizations may not, for example, engage in marketing activities through the use of hotel television channels, individual company distribution of marketing materials in hotels (e.g., giveaways, flyers or door drops), or the branding of beverage napkins, hotel keys, etc. At the meeting venue, marketing materials may not be offered, distributed, or displayed anywhere other than the Exhibit Hall unless a specific prior exception has been granted by IASLC.

The display of banners or other advertisements in the public domain (including advertising in/on buses, taxis, Segways, boats, planes, street cars, etc.) within fifteen (15) miles of the IASLC meeting venue and any local airport(s), within ten (10) days before or after the meeting, is strictly prohibited. This includes commercial branding of any kind whether company or product related. However, advertising on fixed (i.e. stationary) billboards is permissible, only after advance review and approval by IASLC. The use of any name, logo, or trademark of IASLC is strictly prohibited without IASLC’s advance written consent, as set forth in Section VII.

IV. EXHIBITS AND THE EXHIBIT HALL

To ensure that exhibit space complements the educational mission of IASLC, IASLC will review requests for exhibit space to determine whether prospective exhibitors and their products meet IASLC criteria and standards. During its meetings, IASLC will monitor exhibitor activities, displays, products, giveaways, and conduct for compliance with IASLC policies, and the terms of the Exhibitor Agreement.

A. Compliance with Law, Regulations, and Exhibitor Agreement

1. General Requirements, Amendments

These policies are to be construed as a part of the Exhibitor Agreement. All interpretations, as well as answers to questions and matters not specifically covered by these policies, will be decided by IASLC. IASLC reserves the right to make any reasonable changes to these policies or to the Exhibitor Agreement as necessary to ensure the health and safety of those in attendance and the orderly and appropriate operation of the Exhibit Hall. Exhibitors will be advised of any such changes by bulletin and such changes will be equally binding on all parties affected and will take effect upon delivery of notice by IASLC. Written notification of any such amendment to these policies or to the Exhibitor Agreement will be forwarded to the exhibiting companies.

2. Safety and Access Laws

Exhibitors must comply with all applicable laws and regulations, including rules of the meeting facility. Exhibitors should follow government guidelines when providing for access to exhibit space. The exhibitor must strictly observe all applicable fire and safety laws and regulations. Cloth decorations must be flameproof. Wiring must comply with local Fire Department and Underwriters Laboratories' rules.

Exhibits must not block aisles or fire exits. No combustible decoration, such as crepe paper, cardboard, or corrugated paper shall be used at any time. All packing containers, wrapping material, etc. are to be removed from the exhibit floor and may not be stored under tables or behind the exhibits. Flammable fluids and material must be kept in safety containers in compliance with facility and local fire department rules and regulations. Open flames, butane gas, and oxygen tanks are not permitted.

3. Liability for Damage to Property

Exhibitors are liable for any damage to facility property, including but not limited to escalators, elevators, floors, walls, or columns, or to standard booth equipment, or to other exhibitors' property.

4. Review and/or Expulsion of Exhibitors

IASLC may review the exhibit floor activities of exhibitors at any time. IASLC may deny an exhibitor access to, or expel an exhibitor from the event without refund of any fees if, as determined solely by IASLC, such exhibitor has not complied in all material respects with policies, legal requirements, and terms and conditions of the Exhibitor Agreement.

5. Attorneys' Fees, Governing Law, Jurisdiction

The Agreement between the exhibitor and IASLC, of which these policies are a part, shall be governed by the laws of the State of Colorado, without regard to choice of law provisions. The exhibitor and IASLC consent to the exclusive subject matter and personal jurisdiction of the federal and state courts in Denver, Colorado, over any dispute arising under the Exhibitor Agreement or IASLC's enforcement of IASLC policies and standards. In the event that IASLC litigates to enforce its rights, it shall be entitled to reasonable attorneys' fees incurred in connection with a judgment obtained by it.

B. Eligible Exhibitors

Only a company or other organization identified in a signed Exhibitor Agreement that has been approved by IASLC may exhibit at an IASLC meeting. IASLC retains the sole and exclusive right to determine which companies and organizations may exhibit at IASLC meetings. Only the sign of the company or organization whose name appears at the top of its Exhibitor Agreement is eligible to be placed in the booth or appear on any printed list of exhibitors.

C. Eligible Exhibits

1. IASLC Review of Exhibits

Eligible exhibitors may exhibit commercially-available oncologic products and services whose safety and efficacy have been determined as required by applicable law, provided that the specific products or services have been approved for exhibition by IASLC. Products eligible for exhibition are oncologic and related products, equipment, and services that, upon review by IASLC and at the sole determination of IASLC reviewers, are either (i) approved by FDA for the labeled indication; or (ii) are promoted for a use that is generally accepted among oncologists or other medical professionals and for which FDA approval is not required.

2. Compliance with Applicable Law and Regulations

All exhibits and exhibited items must comply with all local, state, and federal law and regulations. Exhibitors are responsible for compliance with FDA regulations, which govern the labeling of displayed products, prohibit sponsoring hands-on or educational events for non-approved products, and affect how booth descriptions may be

listed in meeting programs. For more information on FDA compliance, refer to the FDA's website at www.fda.gov.

3. Restriction upon Exhibition of Dietary Supplements

Dietary supplements that (i) make any claim to diagnose, mitigate, treat, cure, or prevent any disease, specific class of disease, disease symptom, or abnormal medical condition; or (ii) claim an effect similar to that of an approved drug, biological product, or medical device must not be exhibited.

D. Restriction of Exhibit Materials to Exhibit Space

As discussed in Section III.C, the only appropriate and acceptable venue for the distribution of advertising or marketing materials is the Exhibit Hall.

At the meeting venue, exhibit materials and advertising may not be displayed or distributed beyond the perimeters of the exhibitor's assigned booth and exhibitors must comply with other provisions of this Policy, including as set forth in Section III.C.

Exhibitors must submit a sample of all advertising or marketing materials related to any IASLC or IASLC co-sponsored meeting, including but not limited to flyers, internet postings, e-mails, and postcards, to IASLC for approval.

Exhibitors using their own mailing lists must submit the sample materials via e-mail to IASLC for approval.

IASLC gives exhibitors the opportunity to purchase the pre- and/or post-meeting mailing list with IASLC approval. Exhibitors using a meeting list must submit the sample materials to IASLC's official mailing list vendor, who will process these requests and contact IASLC for approval.

E. Exhibit Content and Booth Regulations

1. Exhibit Content and Activities

All booth activities and content must be professional and educational in nature, and related to the field of oncology. The Exhibit Hall atmosphere must always be congruent with the educational mission of IASLC.

2. Admission to the Exhibit Hall

Admission to the exhibit area other than during general exhibit hours is limited to the owners, representatives, employees, and immediate families of exhibiting firms. Children under the age of 18 are not permitted in the exhibit area at any time. Set-up time for booths is restricted to the published hours.

3. Exhibit Space Selection

IASLC shall assign exhibit space and reserves the right to change the location of said exhibit space at any time and for any reason. Exhibitors who change the size of their exhibit space are not guaranteed the originally assigned location and are subject to relocation by IASLC.

4. Exhibit Display and Exhibit Booth Construction

At the Meeting, IASLC will provide a standard booth package, consisting of an 8' high backdrop, 36" side rails and a name sign. Electrical cords, rear sides of audio/visual equipment and other aspects of the exhibit not intended for public view must be concealed or displayed so as not to distract from neighboring exhibits. Exhibitors may not apply paint, lacquer, adhesive or other coatings to building columns, floors or walls, or to standard booth equipment.

Under no circumstances may the weight of any equipment or exhibit material exceed the specified floor load limit or the overhead rigging weight limit of the Exhibit Hall. The exhibitor accepts full and sole responsibility for injury or damage to property or persons resulting from failure, knowingly or otherwise, to distribute the exhibit material and

products in conforming to maximum floor load specifications.

Water features such as waterfalls and mist walls are prohibited.

No installation of booths or display materials is allowed during published Exhibit Hall open hours.

5. Island Booths

An "island booth" is defined as a 400 square feet (20'x20') or larger exhibit space surrounded with aisles on all sides. Exhibitors who wish to construct an island booth that is 1,000 square feet or larger are required to submit a detailed rendering of the booth to IASLC for approval at least 90 days prior to the Meeting. Any changes that occur after initial submission must be resubmitted to IASLC for approval prior to the meeting.

Island booths should be constructed to allow an open sightline enabling an attendee to view the surrounding exhibit area through the island booth. The maximum height of an island booth is twenty (20) feet. The top of the booth's sign must not extend more than twenty (20) feet from the Exhibit Hall floor and cannot block the visibility of IASLC signs or other exhibitors' booths. Hanging signs must be hung directly over the island booth and not in the aisles. Installation of hanging signs must take place according to the schedule provided in the Exhibitor Service Manual.

Island booths may use special lighting. Lighting must be directly over or in the exhibitor's booth and cannot affect other exhibitors or aisles. The Exhibit Hall lighting may be dimmed or turned off to accommodate exhibitors' lighting requirements at IASLC's discretion. IASLC will not dim lighting that affects aisles or another exhibitor's space.

6. Non – Profit Organization Tabletop Exhibits

For IASLC meetings with tabletop exhibits, materials are restricted to the 2' x 6' area of the tabletop. No materials or pop-up equipment, devices or apparatus may be displayed behind, in front of, or next to the 6' table. All displays are limited to 54" in height from the top of the table.

7. Rigging Requirements

Exhibitors who wish to order rigging must submit a detailed drawing of the item(s) to IASLC for approval at least 90 days prior to the Meeting.

For the Meeting, all rigging, including signs, lighting, and truss, must be installed on the Monday prior to the start of the Meeting no later than 5:00 PM. All crates pertaining to rigging must be removed from the Exhibit Hall at this time, using an approved porter service, to avoid delays in distributing booth materials within the scheduled time frame. All crates and empties pertaining to the rigging will be returned prior to any other booth crates at the time of move out. These crates must be placed within the confines of the exhibitor's space. Exhibitors must adhere to this policy to ensure the overall success of the Exhibit Hall. All booths 400 square feet and larger are required to submit the Rigging Approval Form. Hanging signs are not permitted over inline booths.

8. Prohibited Items and Activities in the Exhibit Hall

Contests, lotteries, raffles, games, including games of chance, are prohibited. However, IASLC may grant individual exhibitors permission to use interactive quizzes to inform attendees about company and/or product information. Quizzes should be designed for non-competitive participation by individual attendees, out of view of other participants or bystanders. Quizzes must be submitted to IASLC for approval at least 90 days prior to the start of the meeting. IASLC will not approve quizzes with "arcade-like" features, including joysticks/controllers, high scores, flashing colors, and sound effects. The following apply to exhibitors and are prohibited in the Exhibit Hall:

- Flashing Lights
- Distribution of coupons or vouchers for meals, entertainment, personal services to meeting attendees, or items or services that may be claimed or distributed after the meeting
- Distribution of alcoholic beverages in exhibit booths
- Distribution of materials offering CME credit
- Offering CME credit online

- Distribution of advertising, marketing materials, and product literature containing any reference to specific posters or meeting sessions
- Demonstration, promotion, or sale of the products of any non-exhibiting companies
- Affixing the IASLC or IASLC's name or logo to, incorporating them in, or otherwise making them a part of any exhibitor-distributed materials. For more information about the use of IASLC Trademarks see Section VII.
- Unauthorized reproduction or distribution of IASLC abstracts
- Contests, lotteries, raffles, and games of chance
- Games of any kind
- Magicians, jugglers, motivational speakers, sleight of hand artists, or illusionists
- Water features such as waterfalls and mist walls
- Soliciting attendees in the aisle(s) outside booth space or elsewhere in the meeting venue
- Fundraising (including solicitation of corporate investors), unless a special exception has been granted by IASLC in writing
- Excessive audio/visual devices, including JumboTron screens and amplification devices which may result in the disturbance of other exhibitors
- Food or beverages with noticeable odors

9. Prohibition upon Fundraising

Unless a special exception has been granted by IASLC in writing, exhibitors may not engage, directly or indirectly, in any fundraising (including solicitation of corporate investors) in the Exhibit Hall.

10. Operation of the Exhibit Booth

All booth activities and queuing must be contained in the individual exhibitor's booth. Excessive audio/visual devices or effects and offensive displays or odors are prohibited. Sound effects are discouraged due to their potential to interfere with other exhibits and distract from the professional atmosphere of the Exhibit Hall.

Exhibits must remain fully intact and staffed at all times. Setup and dismantling of exhibits and display materials are limited to published hours only.

11. Exhibitor Personnel Conduct

It is the responsibility of the official exhibitor representative to see that all booth staff are aware of and adhere to all IASLC policies, applicable law and terms of the Exhibitor Agreement, and conduct themselves in a professional manner.

All badges are non transferable and are the sole property of IASLC. International Conference Services, Ltd. and IASLC Security reserve the right to revoke any badge at any time. Exhibitor personnel may not enter the exhibit space of another exhibitor without permission from the latter. At no time may anyone enter an unstaffed booth of another exhibitor.

Exhibitor personnel, including vendors hired to work in their booth, may not solicit attendees, meeting presenters, or meeting faculty from outside of their booth or elsewhere in the meeting venue, including at educational and scientific meeting rooms and poster sessions, and may not canvass in any part of the Exhibit Hall or meeting venue.

12. Food and Beverages

Any food or beverages provided by individual exhibitors must be provided in a manner consistent with all applicable laws and guidance, including, if applicable, the PhRMA Code on Interactions with Healthcare Professionals. All food and beverages provided by individual exhibitors must be of minimal value and available to all registered attendees immediately upon request. Cash and/or cash equivalents, coupons, and vouchers for food or beverages are not permissible. Exhibitors must submit a request for approval to provide food or beverages to IASLC no later than 90 days in advance of the Meeting and by the deadline on the Giveaway Approval Form for IASLC co-sponsored meetings. Approval is at IASLC's discretion. Exhibitors who seek approval to provide food or

beverages should make such request using the Request for Approval of Giveaway Form. Any exhibitors found providing food or beverages that have not been approved or are not compliant with IASLC policies will be required to cease immediately. IASLC will not accept onsite requests for provision of food or beverages.

F. Giveaways

1. Advance Approval Required

All giveaways should be consistent with the IASLC mission and must be submitted to IASLC for approval no later than 90 days in advance of the Meeting and by the deadline on the Giveaway Approval Form for IASLC co-sponsored meetings. Approval is at IASLC's discretion. All exhibitors must complete and submit to IASLC the Request for Approval of Giveaway Form. Approval of giveaways, including determinations as to whether an item is educational under Section III.F.2 below, is at IASLC's discretion. Any exhibitors found distributing materials that have not been approved or are not compliant with IASLC policies will be required to cease distribution immediately. IASLC will not accept onsite requests for giveaway approvals.

2. Eligible Giveaways

All giveaways must be provided in a manner consistent with all laws and guidance, including the PhRMA Code on Interactions with Healthcare Professionals ("PhRMA Code"), applicable to the exhibitor, as well as with the provisions of this Policy.

Giveaways by Commercial Exhibitors.

It is IASLC's policy that all giveaways by commercial exhibitors will meet the giveaway standards of the PhRMA Code, whether or not the exhibitors have adopted the PhRMA Code. In keeping with the PhRMA Code, all giveaways by commercial exhibitors must be designed primarily for the education of patients or healthcare professionals. Such giveaways must also be of modest value, and available to all registered attendees immediately upon request.

Giveaways by Non-Profit Exhibitors.

All giveaways by non-profit exhibitors who are not subject to the PhRMA Code must be of modest value and available to all registered attendees immediately upon request. Giveaways by non-profit exhibitors who are subject to the PhRMA code must meet the standards for Giveaways by Commercial Exhibitors above.

3. Specific Giveaway Restrictions

Cash and/or cash equivalents may not be offered to attendees. Distribution of coupons or vouchers for meals, entertainment, personal services to meeting attendees, or items or services that may be claimed or distributed after the meeting is not allowed.

The following items are not eligible giveaways: oversize bags, bags with wheels, balloons, beach bags, blankets, cash or cash equivalents, fans, gift certificates, golf/tennis balls, hats, massagers, music CDs, phone cards, popcorn, prescription and non-prescription drugs, stuffed animals, t-shirts, and watches.

G. Prohibition upon Subletting Space and Permitting Unauthorized Access/Exhibits

1. No Assignment of Space or Exhibition of Unapproved Goods or Services

Exhibitors may not assign, sublet, or apportion any part of the space allotted to them and may not advertise or display goods or services other than those manufactured or sold by them in the normal course of business and approved by IASLC for exhibition during the meeting.

2. Unauthorized Access and Misuse of Badges

False certification of individuals as exhibitor's representatives, misuse of exhibitor badges, or any other method of assisting unauthorized persons to gain access to the exhibit floor or meeting sessions will be just cause for expelling the exhibitor from the Exhibit Hall or removing his/her exhibit from the exhibit floor without obligation on the part of IASLC for refund of any fees.

3. Activities on Behalf of Non-Exhibiting Firms

The demonstration of products, advertising, and/or solicitation of business of any kind on behalf of non-exhibiting firms in any part of the meeting facility (including guest rooms, suites, educational and scientific meeting rooms, poster sessions, and function space) is strictly prohibited.

H. Use of Contractors for Provision of Exhibit Services

Exhibitors shall employ only union labor (as made available by the official contractors) for the installation or dismantling of an exhibit and in its operation when required by local union agreements binding on IASLC and/or the meeting facility(s). An exhibitor using an outside contractor for the above work should employ only union display companies and must notify IASLC no later than 30 days prior to the meeting, identifying the contractor(s), listing the supervisory personnel, and supplying evidence of adequate liability insurance coverage. Further details and regulations are included in the Exhibitor Service Manual.

I. Emergencies, Strikes, Embargos, Other Occurrences Beyond IASLC's Control

1. IASLC Right of Termination

IASLC will not be responsible for any delays, damage, loss, increased costs, or other unfavorable conditions caused by circumstances beyond its control. In the event that the premises in which the Exhibition is conducted have or shall become, at the sole determination of IASLC, unfit for occupancy, or are substantially interfered with by any cause or causes not reasonably within the control of IASLC, the Exhibitor Agreement may be terminated by IASLC.

2. Pro-Rated Refund

Should IASLC terminate the Exhibitor Agreement due to the occurrence of circumstances not reasonably within the control of IASLC or because IASLC has determined that the premises are or may become unfit for occupancy, the exhibitor waives any and all claims for damages and agrees that IASLC may, after computing the total amount refundable to all exhibitors (*i.e.*, the excess of the total of exhibitors' deposits held by IASLC over IASLC's costs and expenses in connection with its preparation for and conducting of the Exhibition, including a reasonable reserve for claims and other contingencies), refund to the exhibitor, as complete settlement and discharge of all said exhibitor's claims and demands, the exhibitor's pro-rated amount of the total amount refundable to all exhibitors, based upon the amount of exhibitor's deposit relative to the total deposits paid by all exhibitors.

J. Liability, Insurance and Indemnification

1. Indemnification

The exhibitor agrees to indemnify and hold harmless the International Association for the Study of Lung Cancer, International Conference Services, the meeting facility, and the employees and agents of each ("IASLC Indemnities"), against all claims and liabilities arising in connection with exhibitor's exhibit and use of Exhibit Space, except for any claims or liabilities caused solely by the negligence or wrongful acts of the IASLC Indemnities, or excluded below.

2. Exclusions from Liability

The exhibitor shall not be liable to the IASLC Indemnities for any loss or damage resulting from the perils of fire, lightning, windstorm, cyclone, tornado, hail, riot attending a strike, terrorism, disease outbreak, civil commotion, smoke, motor vehicle damage, or aircraft damage, nor may the exhibitor hold the IASLC Indemnities liable for losses associated with such incidents. The exhibitor must carry its own insurance in amounts adequate to cover such conditions and other acts of God.

3. Insurance

Exhibitors are responsible for obtaining insurance in such an amount as deemed necessary to comply with the obligations contained herein, and for exhibitors' own protection during the course of the meeting, including transit. Exhibitors shall, at their sole cost and expense, procure and maintain through the term of the Exhibitor Agreement the following insurance: Comprehensive General Liability insurance with limits not less than \$2,000,000 including

Contractual Liability and Products Liability coverage and Workman's Compensation in full compliance with all laws covering the exhibitor's employees. Such insurance must be in amounts adequate to cover indemnification for losses as set for above. Proof of adequate insurance shall be provided to IASLC, or its agent or representative upon request.

K. Security

IASLC will provide overall security guard service for the duration of the meeting, but neither IASLC nor International Conference Services, Ltd. will indemnify exhibitors against loss and/or be responsible for loss of any exhibitor's material by any cause. Each exhibitor must make provisions for safeguarding its own goods, materials, equipment and display at all times. Exhibitors are urged to obtain, at their own cost and expense, insurance for all goods, materials and equipment displayed in connection with an exhibit. Further details are included in the Exhibitor Service Manual for each meeting.

L. Bulletins

IASLC will send an Exhibitor Service Manual and supplemental bulletins as needed to all exhibitors. These materials will include order forms for services that may be needed and information on shipping, set-up, move-in and move-out procedures, notification of any special developments, etc.

M. Use of IASLC's Designated Housing Agent

Exhibitors and their guests must use IASLC's Designated Housing Agent to procure housing for current and future IASLC meetings and shall abide by the rules of the Designated Housing Agent. Exhibitors or their agents must not negotiate blocks of hotel rooms directly with contracted IASLC participating hotels for current or future IASLC meetings.

V. Public Relations Organizations

Public Relations Organizations planning media events during any IASLC meeting are required to coordinate with IASLC's Communications Department. With the exception of events sponsored by IASLC, press events such as media briefings, news conferences, press receptions, etc. are not permitted on site at IASLC meetings. Companies may submit requests for hotel space to hold press events on meeting days; however, events must not conflict with the IASLC meeting, specified blackout times, or IASLC policies. IASLC provides a designated Corporate and Institutional Press Materials area for the distribution of press releases directly related to abstracts being presented at IASLC meetings. All news releases must prominently display the corresponding abstract number(s), the specific embargo date and time, and must adhere fully to IASLC's embargo policies. IASLC does not approve or endorse the content of third party press materials, and will display these materials strictly as non-IASLC literature. Marketing/promotional materials are not permitted

VI. FUNDRAISING

IASLC does not permit commercial firms or other organizations to engage in fundraising activities of any kind in IASLC space. IASLC may, on a case-by-case basis, make a limited exception to this policy for the fundraising activities of certain not-for-profit organizations. Any organization seeking such an exception must obtain the prior written approval of IASLC or IASLC. For additional information, please contact IASLC Office at 303-724-4499.

VII. USE OF THE IASLC AND IASLC NAMES AND MARKS

All names, marks, brands, logos, designs, trade dress, slogans, and other designations of IASLC, including IASLC®, International Association for the Study of Lung Cancer®, , and the name of any IASLC co-sponsored meeting (each an "IASLC trademark") are the sole and exclusive property of IASLC. Use of any IASLC trademark without IASLC's prior written permission is strictly prohibited, except for use of IASLC's name as required in the disclaimer for signage and in other materials associated with ancillary events and ISS programs, as set forth in Section III.

VIII. DISCIPLINARY ACTION

IASLC may take disciplinary action against a commercial firm or other individual or organization for any violation of these Policies, legal requirements, or the terms and conditions of an agreement with IASLC. Disciplinary action is in IASLC's discretion. Violations may be handled informally through discussion between an IASLC representative and a representative of the violating organization. For instance, a policy violation may be corrected at a company's booth during an IASLC meeting or during setup. In rare cases, an exhibitor or other organization may be asked to leave an IASLC meeting immediately due to egregious or uncorrectable violations, and the organization will comply with the request. Any person or organization who is dismissed from the meeting may request that IASLC review the matter, provided, however, that such dismissal will be effective immediately and will continue until and unless IASLC issues a contrary decision. Where other disciplinary action is warranted (even, in some cases, where there has been an informal correction during a meeting), IASLC will first send the organization a written statement of the violation. The organization will have the opportunity to explain the circumstances in writing. After due consideration of the organization's explanation, IASLC will impose the disciplinary action, if any, deemed appropriate in IASLC's discretion. Possible disciplinary actions include, but are not limited to, suspension from involvement in upcoming or future IASLC meetings as an exhibitor or in another role, termination of the Exhibitor Agreement, and loss of all or part of allotted exhibit space or hotel accommodations, and loss of priority in selection of exhibit space or hotel accommodations. For organizations involved in Independent Supported Symposia, other discipline provisions may apply. Please see the Policy for Independent Supported Symposia.

Questions regarding this and other IASLC policies may be directed to:

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