

CNW15 | Long Beach, CA | February 14-17, 2015

Innovation & Product Theaters

ELIGIBILITY

Participating organizations are required to be exhibitors at the CNWExpo in order to conduct an Innovation & Product Theater. There are a total of ten (10) Innovation & Product Theater timeslots during the CNWExpo. Applications will be processed on a first-come, first-served basis, with preference given first to companies who conducted an Innovation Theater at CNW14, then to returning exhibitors and finally to first-time exhibitors. Innovation & Product Theater kiosks will be set theater style for approximately 40 people.

INNOVATION & PRODUCT THEATER SCHEDULE

SUNDAY, FEBRUARY 15

Slot 1 9:30 – 10:00 am
Slot 2 10:15 – 10:45 am
Slot 3 11:00 – 11:30 am
Slot 4 11:45 – 12:15 pm
Slot 5 12:30 – 1:00 pm

MONDAY, FEBRUARY 16

Slot 6 9:30 – 10:00 am
Slot 7 10:15 – 10:45 am
Slot 8 11:00 – 11:30 am
Slot 9 11:45 – 12:15 pm
Slot 10 12:30 – 1:00 pm

Please note that two (2) Innovation & Product Theaters will be conducted per time slot – one in each theater kiosk. All space and time slots will be scheduled by A.S.P.E.N. Companies are limited to holding two (2) Innovation & Product Theaters at CNW15.

RATES

\$10,000 per presentation, per timeslot
\$18,000 for two presentations held by the same company

REQUIREMENTS

Innovation & Product Theaters are considered promotional activities and must be conducted in accordance with all applicable FDA regulations and other established standards and codes. The material presented in Innovation & Product Theaters may be promotional and may concentrate on a specific product. Therefore, these sessions may not offer continuing education credit (CE). The Innovation & Product Theater Participant and/or the Participant's designated third-party meeting planning organization is responsible for all aspects associated with the planning, promotion, and management of the Innovation & Product Theater and for payment of all costs related to the Innovation & Product Theater, including but not limited to additional audiovisual equipment, electrical services, and labor.

APPLICATION PROCESS

Innovation & Product Theaters may only be conducted upon approval by A.S.P.E.N. Applications are processed on a first-come, first-served basis. Space is limited for this activity. Applications will be accepted from meeting planning or other third-party companies only if accompanied by a letter on the Participant's letterhead confirming

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sponsorship of the Innovation & Product Theater and authorizing the company to act on the sponsor's behalf. A deposit of 50% of the full payment is due with the contract and must be received before time slot will be assigned. The balance of the payment is due 30 days from date of invoice or January 15, 2015, whichever is earlier. Full payment is due with any application submitted after January 15, 2015. Upon receipt of the completed application, A.S.P.E.N. will notify the sponsor of acceptance of the application and will provide the assigned date, time, and location for the Innovation & Product Theater. Space is officially confirmed when you receive email notification from A.S.P.E.N.

A.S.P.E.N. PROVIDES THE FOLLOWING:

- One mailing list of preregistered meeting attendees for one-time use
- Innovation & Product Theater session signage directly in front of Innovation & Product Theater Areas
- Overhanging banner designating the Innovation & Product Theater Areas
- Listing of Innovation & Product Theater session in the CNW15 On-site Final Program
- Listing of Innovation & Product Theater schedule on the CNW15 website
- Door Drop and advertising options available at an additional cost
- Standard hardwall kiosk-style theaters located in the CNWExpo Exhibit Hall
- Theater seating for 40 attendees
- Low riser with one standing lectern
- AV including LCD projector, screen, and sound system
- Inclusion in select promotional e-mails to registered and prospective attendees—select e-mails will include a lead-in about the Innovation & Product Theaters and link to full information on the CNW15 website

INNOVATION & PRODUCT THEATER PARTICIPANT RESPONSIBILITIES:

- Assuming the cost and coordination for all audio visual services that are above those included in the Innovation & Product Theater fee
- Assuming the cost and coordination for all electrical services associated with your Innovation & Product Theater
- Assuming the cost and coordination for all computer/internet services associated with your Innovation & Product Theater
- Designing, printing, and distributing Innovation & Product Theater invitations
- Providing onsite set-up, management, and removal of materials for your company's presentation in The CNW15 Innovation & Product Theater
- Creation, management, and delivery of the Innovation & Product Theater program in compliance with the requirements outlined above

PROMOTION OF INNOVATION & PRODUCT THEATERS

All materials intended to promote Product Theaters, including websites, broadcast e-mail messages, promotional brochures, invitations, signage, and other materials, must be approved by A.S.P.E.N. prior to release and distribution. Because changes may be required, it is strongly recommended that review and approval by A.S.P.E.N. occur before printing or production of the materials. All approved promotional, marketing, and other materials used in conjunction with the Innovation & Product Theaters must contain the following statement in a prominent type size and location on the materials:

"This event is not part of the official educational program portion of CNW15. This promotional activity is provided by (INSERT SPONSOR NAME) and is not certified for continuing education credit. The content of this Innovation & Product Theater and opinions expressed by presenters are those of the sponsor or presenters only and not of the American Society for Parenteral and Enteral Nutrition (A.S.P.E.N.) No endorsement by A.S.P.E.N. of the Participant, its products or services, expressed or implied, is permitted or intended."

No other phrase or reference to A.S.P.E.N. or CNW15 is permitted on Innovation & Product Theater materials. The A.S.P.E.N. logo or CNW conference graphics may not be used on Innovation & Product Theater materials. Display advertisements in the *Journal of Parenteral and Enteral Nutrition (JPEN)*, *Nutrition in Clinical Practice (NCP)*, or the CNW15 On-Site Final Program and attendee meeting bag inserts and door drops may be used to promote Innovation & Product Theaters.

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AUDIO VISUAL

Any audio visual requirements other than what is provided by A.S.P.E.N. are the organization's expense and must be arranged through PSAV, the exclusive provider of audiovisual equipment for CNW15. For consultation, please contact PSAV directly:

Nick Starrett | PSAV
Phone: 214.210.8021 | Email: nstarrett@psav.com

Deadline for audio visual arrangements is February 1, 2015.

SHIPPING

A.S.P.E.N. has contracted with Shepard Expositions as its shipping company for CNW15. The fees you are quoted and charged are the sole responsibility of the company hosting the Innovation & Product Theater. Shipping fees are not included in the fee that is paid to A.S.P.E.N. If you have any questions regarding shipping, please contact Shepard Expositions directly:

Paula Herz | Shepard Expositions
Email: pherz@shepardes.com

A.S.P.E.N. is not responsible for any shipping delays, damage, or loss of materials.

SIGNAGE

One (1) professionally produced sign, not to exceed 28"x44" may be displayed outside the product theater kiosk. Sponsoring company is responsible for the creation of this sign, not A.S.P.E.N.

PRESENTERS/SPEAKERS

All speakers and presenters for Innovation & Product Theaters must be registered for CNW15 and must be wearing their CNW15 conference badges in order to be admitted to the exhibit hall. The organization coordinating the Innovation & Product Theater is responsible for ensuring all presenters are registered in advance of the session.

CHANGES/WITHDRAWALS

Changes to assigned time slots must be requested in writing to A.S.P.E.N. and will be accommodated only if the requested time slot is available. Any company canceling or withdrawing from time of application to January 15, 2015 will receive a 50% refund of the total fee for Innovation & Product Theaters. If cancellation occurs after January 15, 2015, A.S.P.E.N. shall retain the full price of product theater fee as liquidated damages for any company who withdraws or cancels. Cancellation of participation does not release company from its obligation to pay 100% of the total Innovation & Product Theater fee and/or all other fees and expenses incurred by companies as a result of said cancellation.

Questions regarding Innovation & Product Theaters?

Contact Aimee Hickox – A.S.P.E.N. Director of Strategic Partnerships and Conferences at 301.920.9129 or aimeeh@nutritioncare.org.

Interested in additional opportunities at CNW15?

See A.S.P.E.N.'s CNW15 Sponsorship Brochure and Exhibitor Prospectus, both available at www.nutritioncare.org/cnw, or contact Aimee Hickox – A.S.P.E.N. Director of Strategic Partnerships and Conferences at 301.920.9129 or aimeeh@nutritioncare.org.

Innovation & Product Theater Guidelines

DEFINED TERMS

- a) The terms "A.S.P.E.N. Management" as used herein shall mean the American Society for Parenteral and Enteral Nutrition.
- b) The term "Participant" as used herein shall mean a company participating in the Innovation & Product Theater.

APPLICABILITY, INTERPRETATION & GOVERNING LAW

- a) These Innovation & Product Theater Guidelines, together with the rules and regulations of the Long Beach Convention Center, are part of the A.S.P.E.N. Innovation & Product Theater Contract between the Participant and A.S.P.E.N. A.S.P.E.N. shall have the authority to interpret and enforce these Guidelines. All matters not covered by these guidelines are subject to the decision of A.S.P.E.N. Management. All decisions so made shall be as binding on all parties as the original Guidelines. The Participant or its designated representative is responsible for familiarizing itself with all Guidelines. The Participant or its Representative that fails to observe these conditions or the terms of the Innovation & Product Theater Contract may be ejected from the Innovation & Product Theater without refund.
- b) Any claim or cause of action arising out of this agreement shall be governed exclusively by the law of the State of Maryland without regard to its conflict of laws principles. Any claim or cause of action arising under this agreement shall be adjudicated exclusively in the local or federal courts of the State of Maryland. The Participant hereby submits to the personal jurisdiction of the courts located in the State of Maryland.

AMENDMENTS

These Guidelines may be amended at any time by A.S.P.E.N., and all amendments so made shall be binding on Participants equally with the original Guidelines.

ELIGIBILITY

- a) Innovation & Product Theater slots may only be secured by contracted CNW15 Exhibitors.
- b) Only exhibiting companies in good standing with A.S.P.E.N. are permitted to submit an application for an Innovation & Product Theater slot. Exhibiting companies must settle any outstanding balances in order for their applications to be considered.
- c) If the Participant cancels or defaults on exhibit space, the contracted Innovation & Product Theater slot will be revoked and cancellation fees will apply, as outlined in these Guidelines.

REVOCACTION

A.S.P.E.N. Management reserves the right to revoke the Innovation & Product Theater Contract at its sole discretion and determine whether the Participant is entitled to a refund.

CANCELLATION BY A.S.P.E.N.

- a) A.S.P.E.N. may terminate the Participant's Innovation & Product Theater Contract (or any part of it) when A.S.P.E.N., in its sole discretion, believes that (a) the premises in which the CNW15 is or is to be conducted has become unfit for occupancy, or (b) the holding of or A.S.P.E.N.'s performance under the contract is substantially or materially prevented or interfered with by a cause or causes not reasonably within A.S.P.E.N.'s control. A.S.P.E.N. is not responsible for delays, damage, loss, increased costs or other unfavorable conditions that arise as a result of such termination. Furthermore, in the event of such termination, A.S.P.E.N. may retain such part of the Participant's Innovation & Product Theater fees as shall be required to recompense A.S.P.E.N. for expenses incurred up to the time of such termination or incident to such termination, with no liability for either party to the Contract. The Participant waives all claims for damages or recovery of payments made, except for the return of the pro-rated amount paid for the Innovation & Product Theater time slot less expenses incurred by A.S.P.E.N.
- b) The above phrase "a cause or causes not reasonably within A.S.P.E.N.'s control" includes but is not limited to: fire; casualty; flood; epidemic; earthquake; explosion; accident; blockage; embargo; inclement weather; act or threat of terrorism; riot or civil disturbance; strike, lockout, boycott or other labor disturbance; inability to secure necessary labor; technical or personnel failure; lack of or impaired transportation facilities; inability to obtain, condemnation, requisition or commandeering of necessary supplies or equipment or services; orders or restraints imposed by civil defense, military or other types of governmental authorities; or acts of God; or such circumstances making A.S.P.E.N.'s performance impossible or commercially impracticable in its sole discretion. Once signed by the Participant and A.S.P.E.N., the Innovation & Product Theater Contract and Application is irrevocable, and the rights of A.S.P.E.N. under the Contract shall not be deemed waived except as specifically stated in writing by an authorized representative of A.S.P.E.N. The Participant further agrees that upon acceptance of the Contract by A.S.P.E.N., with or without appropriate or timely payment of any and all fees, the Innovation & Product Theater agreement shall become binding and enforceable in accordance with its terms. The Contract will be binding on the Participant's and A.S.P.E.N.'s successors. If any term, clause or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision, and the invalid term, clause or provision shall be deemed to be severed from the agreement.

LIABILITY

Participants are liable for any damage caused to Innovation & Product Theater floors, walls, columns, or to standard Innovation & Product Theater furnishings and equipment, or to other Participants' property. Participants may not apply paint, lacquer, adhesive or any other coating to building columns and floors, or to Innovation & Product Theater furnishings and equipment. The contracted Participant is responsible for all personal and corporate property placed in Innovation & Product Theater space.

INDEMNIFICATION AND INSURANCE

- a) Each Participant, in making application for an Innovation & Product Theater time slot, agrees to protect, indemnify, defend, and hold harmless the following parties (including but not limited to): A.S.P.E.N., the Long Beach Convention Center, Shepard Expositions, PSAV, and their officers, directors, agents, contractors and employees from any and all claims, liability, damages or expenses asserted against them or incurred by them as a result of, or in connection with, any loss of or damage to property, or injury to persons resulting from, arising out of or in any way connected with the negligence, wrongful acts of or breach of contract by the Participant or its agents, servants, employees or contractors.
- b) Each party involved in CNW15 and/or an Innovation & Product Theater agrees to be responsible for any claims arising out of its own negligence or that of its employees, agents or contractors.
- c) Participant represents and warrants that it has general liability insurance coverage in such amount so as to satisfy Participant's obligations under the contract.

COMPLIANCE & REJECTION

- a) The Participant agrees that its Innovation & Product Theater presentation and related set-up, tear-down and promotional activities shall operate in strict compliance with these Guidelines.
- b) It is the responsibility of the Participant to ensure that all individuals involved with the planning, production, marketing and/or execution of an Innovation & Product Theater presentation are aware of and abide by the Innovation & Product Theater Guidelines.
- c) A.S.P.E.N. Management reserves the right to reject, eject or prohibit any presentation in whole or in part, or any Participant, or its representative, with or without giving cause. If any Participant is ejected for violation of these Guidelines, or for any other stated reason, no return of rental shall be made.

DEADLINES

- a) 50% of total payment is due with application
- b) Balance is due 30 days from date of invoice or January 15, 2015, whichever is earlier. Full payment is due with all applications submitted after January 15, 2015.

PRICING & PAYMENT

- a) The rates for each Innovation & Product Theater time slot are \$10,000 per presentation, and a discounted rate of \$18,000 for two presentations being held by the same company at CNW15.
- b) Participants may pay by check (in U.S. funds drawn on a U.S. bank), wire transfer and credit card.
- c) Check—Prior to assignment of an Innovation & Product Theater time slot, 50% of the total amount will be due with your application, and the balance will be due on 30 days from date of invoice or January 15, 2015, whichever is earlier. Full payment is due with all applications submitted after January 15, 2015. A.S.P.E.N. will accept U.S. funds drawn on U.S. banks only. Checks must be mailed to the A.S.P.E.N. office.
- d) Wire Transfer— Prior to assignment of an Innovation & Product Theater time slot, 50% of the total amount will be due with your application, and the balance will be due on 30 days from date of invoice or January 15, 2015 whichever is earlier. Full payment is due with applications submitted after January 15, 2015.
- e) Contact Deon Cain in the A.S.P.E.N. Accounting Department at deonc@nutritioncare.org for necessary wire transfer information. Wire transfers must cover all applicable fees assessed by both the sending and receiving banks.
- f) Credit Card—A.S.P.E.N. will charge the credit card provided on the Application 50% of the total amount due with your application, and the balance will be charged 30 days from date of invoice or January 15, 2015, whichever is earlier. Full payment will be charged with all applications submitted after January 15, 2015. A.S.P.E.N. accepts Visa, MasterCard and American Express. Please note that credit cards will be assessed a non-refundable 3% processing fee in addition to the cost of the Innovation & Product Theater time slot. The cardholder's signature is required in the credit card section of the Application. This is in addition to the authorized officer's signature in the Agreement section.
- g) If full payment is not received 30 days from date of invoice or January 15, 2015, whichever is earlier, the Participant will be notified that its assigned Product Theater time slot has been forfeited and will pay applicable liquidated damages as outlined in the "Product Theater Time Slot Cancellation Policy," below.

INNOVATION & PRODUCT THEATER TIME SLOT ASSIGNMENT

- a) Although A.S.P.E.N. will attempt to accommodate requests for specific Innovation & Product Theater time slots, no guarantees can be made that a company will be assigned the specific time slot requested.
- b) Any Participant not pleased with the initial assignment may submit a written request to Aimee Hickox, at aimeeh@nutritioncare.org to be placed on a waiting list for possible reassignment. The waiting list will receive consideration for reassignment on a first-come, first-served basis. No guarantees can be made that another choice will be available.
- c) Space is officially confirmed when you receive email notification from A.S.P.E.N.

INNOVATION & PRODUCT THEATER TIME SLOT CANCELLATION POLICY

As only contracted exhibitors may retain Innovation & Product Theater space, and cancellation of exhibit space automatically results in cancellation of Innovation & Product Theater time slots. The following cancellation terms apply, regardless of how an Innovation & Product Theater time slot is cancelled:

- a) Notification of a Participant's decision to cancel an Innovation & Product Theater time slot must be submitted in writing to Aimee Hickox – Director of Strategic Partnerships & Conferences via e-mail at aimeeh@nutritioncare.org.
- b) The date of receipt will be the official cancellation date. Companies that cancel an Innovation & Product Theater time slot will be subject to fees based on the date of receipt, as follows:
 - i) If the Participant cancels the Innovation & Product Theater time slot on or before January 15, 2015, the Participant will pay as liquidated damages 50% of the total contracted Innovation & Product Theater fee.
 - ii) If the Participant cancels the Innovation & Product Theater time slot space after January 15, 2015, the Participant will pay as liquidated damages 100% of the total Innovation & Product Theater fee.
- c) A.S.P.E.N. retains the right to utilize cancelled Innovation & Product Theater time slots at its discretion.

NO-SHOW POLICY

Any Participant who has not checked in with A.S.P.E.N. staff by 30 minutes prior to the start of their contracted time slot will be regarded as a "no-show." The Participant will have been deemed to have cancelled the Innovation Product Theater contract, and, as such, the Participant will pay as liquidated damages 100% of the total contracted Innovation & Product Theater fee. A.S.P.E.N. will be free to utilize the space at its discretion.

LOCATION OF INNOVATION & PRODUCT THEATERS

- a) The Innovation & Product Theater will be located on the CNW15 Exhibit Hall Floor.
- b) A.S.P.E.N. Management reserves the right to alter the location of the Innovation & Product Theater as shown on the official floor plan, if deemed, in the sole discretion of A.S.P.E.N. Management, to be advisable or in the best interests of the CNW15 Expo.

INNOVATION & PRODUCT THEATER PRESENTATION SCHEDULE

There are a total of ten (10) slots, and two (2) Innovation & Product Theaters will be conducted per time slot – one in each kiosk, conducted simultaneous to the other kiosk. All Innovation & Product Theaters will be held in Exhibit Hall A in the Long Beach Convention Center. All space and time slots will be scheduled by A.S.P.E.N.. Applications will be processed on a first-come, first-served basis. Innovation & Product Theater kiosks will be set theater style for approximately 40 people

INNOVATION & PRODUCT THEATER CONFIGURATION

- a) The Innovation & Product Theater will include theater seating for up to 40 attendees; a lectern at the center of the stage; screen, LCD projector and sound system and a draped six-foot table on which Participants may place literature.
- b) Seating, A/V and stage area items must not be moved.

INSTALLATION & DISMANTLING

- a) Installation: Participants will have access to the Innovation & Product Theater area 10 minutes before their assigned Innovation & Product Theater slot. Participants and their speaker(s) are allowed to "prep" during this time. Please note that in order to facilitate people getting refreshments and finding a seat before the presentation begins, attendees will be allowed into the Innovation & Product Theater approximately 10 minutes before the presentation begins.
- b) Dismantling: Participants must remove all literature, materials, handouts, etc., from the Innovation & Product Theater within one half-hour after the end of their presentation time slot. Any such materials left longer than 15 minutes after the time slot's conclusion will be considered trash and disposed of accordingly.

USING THE INNOVATION & PRODUCT THEATER GIVEAWAYS

- a) Companies are permitted to distribute from the Innovation & Product Theaters, during their assigned time slot only, giveaways in accordance with the policies outlined below.
- b) A.S.P.E.N. will only permit companies to distribute giveaways that are educational for clinicians and/or patients, and modest in value.
- d) A "company" is defined as a for-profit entity that develops, produces, markets or distributes drugs, devices, services or therapies used to diagnose, treat, monitor, manage and alleviate health conditions.
- e) Non-profit exhibitors may continue to give away items that are associated with products or services of the exhibiting company and/or be related to the health care practitioner's work. These giveaways must not exceed a retail value of \$100.
- f) In addition, exhibitors are encouraged to review and adhere to other applicable guidelines and codes of ethics. A.S.P.E.N. also encourages all exhibitors to check with their companies' own medical affairs/compliance staff for guidelines adhered to by their own companies.

PHOTOGRAPHY & VIDEO RECORDERS

- a) Recording video and taking photographs (with film or digital devices, including camera phones), other than by the A.S.P.E.N. official photographer or videographer, is prohibited. Unapproved photos and/or videos will be confiscated.
- b) The following exception shall apply, provided appropriate permission has been obtained from A.S.P.E.N.—Participants and their display companies may record video of their own Product Theater presentation(s) for marketing or archival purposes.

c) During CNW15, attendees, vendors, guests and exhibitors may be photographed by the official A.S.P.E.N. photographer, or videotaped by the official A.S.P.E.N. videographer. An individual's photo, likeness or image may be used in future promotional A.S.P.E.N. publications or materials.

PRESENTATION GUIDELINES

- a) The Participant agrees to utilize the Innovation & Product Theater(s) for promotional presentations or activities, highlighting a new service, or presenting data on a new product. Participants are not permitted to present any CME/CE educational symposia, sessions or activities in the Innovation & Product Theater.
- b) Innovation & Product Theater speakers and topics must be sent to A.S.P.E.N. for approval prior to being publicized. c) All products marketed and promoted in the exhibit hall, including within the Innovation & Product Theater, that are regulated by the Food and Drug Administration (FDA) must meet FDA guidelines and be FDA-approved. It is the responsibility of Participants to ensure adherence to Food and Drug Administration (FDA) regulations, policies, practices and guidelines, and all other applicable industry guidelines, concerning the demonstration, discussion, use and/or display of products, technologies, and/or services at CNW15. In addition, A.S.P.E.N. encourages all Participants to check with their companies' own medical affairs/compliance staff for guidelines adhered to by their own companies.
- d) Participants are reminded of the FDA restrictions on the promotion of investigational and pre-approved drugs, devices and procedures. Information regarding FDA regulations should be obtained directly from the FDA. For more information, visit <http://www.fda.gov/RegulatoryInformation/Guidances/default.htm>.
- e) Participants are reminded that clinical trial results are embargoed from being presented or announced in any forum until the time of the presentation at CNW15. It is the Participants' responsibility to know whether its trial is subject to the embargo regulation. Presentation or discussion of scientific research results in the Innovation & Product Theater prior to CNW15 is strictly forbidden.
- (f) All Innovation & Product Theater sessions must be held in compliance with AvaMed and PhRMA regulations. A.S.P.E.N. approval will be based on these regulations.
- (g) Copyright of the content presented at the Innovation & Product Theater shall be owned by the Innovation & Product Theater supporter with all rights intact. The Innovation & Product Theater supporter is responsible for obtaining copyright permissions and licenses for materials previously copyrighted that will be used as part of the Innovation & Product Theater program.
- (h) Failure to comply with these guidelines will result in the Participant being ejected from the Innovation & Product Theater; and the Participant being prohibited from securing an Innovation & Product Theater time slot at future A.S.P.E.N. national meetings.

REGISTRATION & ADMISSION

- a) Admission to the Innovation & Product Theater will be by official badge obtained upon registration, entitling the wearer to unlimited attendance in accordance with A.S.P.E.N. Management policy. The badge is not transferable. All attendees of presentations held in the Innovation & Product Theater must be badged as either an exhibitor or other attendee category.
- b) A.S.P.E.N. Management shall have sole authority over admission policies at all times.

ATTENDANCE

A.S.P.E.N. makes reasonable attempts to attract quality attendees to CNW15 and the Innovation & Product Theater, but does not guarantee specific volumes of traffic, levels of qualification or overall attendance. Traffic by any given Innovation & Product Theater is a function of that particular Innovation & Product Theater and not the responsibility of A.S.P.E.N.. A.S.P.E.N. will not refund a supporter's fee on the basis of attendance.

SOLICITATION

The aisles and other spaces in the Long Beach Convention Center not leased to exhibitors and/or Participants shall be under the control of A.S.P.E.N. Management. All presentations, meetings, distribution of literature, and the transactions of business of any nature shall be made within the innovation & Product Theater, or, if applicable, in the Participant's exhibit space. Temporary staff and/or Innovation & Product Theater personnel, including third-party planners, shall be restricted to the same aforementioned guidelines as authorized exhibitor personnel. Solicitation in the aisles outside the Innovation & Product Theater or intercepting those in attendance for advertising purposes is strictly prohibited.

PROMOTION OF INNOVATION & PRODUCT THEATER & PROMOTIONAL MATERIALS

- a) All promotional materials (including announcements, signage, invitations, e-mails, websites, advertisements, posters and flyers) must be approved by A.S.P.E.N. prior to printing or use. Final versions of materials should be submitted for approval no later than January 15, 2015. Submissions should be sent via e-mail to aimeeh@nutritioncare.org. Please allow a minimum of five business days for approval.
- b) The A.S.P.E.N. and/or CNW15 logo, name, insignia and other identifying marks may not be used on any exhibitor marketing, Innovation & Product Theater promotional or booth materials, either inside or outside the exhibit area.
- c) No other phrase or reference to A.S.P.E.N. or CNW15 is permitted on Innovation & Product Theater materials. The A.S.P.E.N. and/or CNW15 logo or A.S.P.E.N. and/or CNW15 conference graphics may not be used on Innovation & Product Theater materials. The words "educational," "educational," or "symposium" should not be used in presentation titles or on any Innovation & Product Theater materials.
- d) No endorsement by A.S.P.E.N. of the Participants or its products or services, expressed or implied, is permitted or intended.

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e) All materials promoting Innovation & Product Theater presentations must clearly indicate the name(s) of the organizer(s) and/or the company(ies) providing financial support for the presentation.

f) All materials promoting Product Theater presentations must include the following two statements:

"This event is not part of the official CNW15 Educational Program."

"This promotional activity is provided by (sponsor) and is not certified for continuing education credit. The content of this innovation & Product Theater and opinions expressed by presenters are those of the sponsor or presenters and not of the American Society for Parenteral and Enteral Nutrition. No endorsement by A.S.P.E.N. of the Participant, its products or services, expressed or implied, is permitted or intended."

g) Distribution of approved materials from Participants' exhibit booth(s), or the Innovation & Product Theater during the Participant's contracted time slot only, is permitted. Promotional materials may not be distributed in the aisles, in the convention center and hotel lobbies or public areas, or anywhere else in or on official A.S.P.E.N.-contracted property. Promotional materials, even if approved, may not be handed out anywhere, including in hotel lobbies, restaurants, in front of the event hotel or in or around the convention center (other than in exhibit booths or the Innovation & Product Theater, as outlined above). Noncompliance of this regulation will result in the prompt removal of the offending person and property from that area and will result in loss of priority points by the Participant.

h) Promotional materials may be sent to the Participant's in-house mailing lists or a mailing list provided by A.S.P.E.N. A.S.P.E.N. offers a one-time use of the advance CNW15 conference registration list at a discounted rate to Innovation & Product Theater participants, to be used for promotion of the Participant's Innovation & Product Theater presentation.

(i) Participants hosting Innovation & Product Theater time slots are permitted to supplement A.S.P.E.N.'S CNW15 signage with floor-standing signage immediately at the entrance of the Innovation & Product Theater and within their contracted exhibit space only. Signs must be professionally printed, no larger than 28" x 44", and may be ordered through Shepard Expositions or a contractor of the Participant's choosing. Please note: Proposed copy for signage must be approved by the A.S.P.E.N. conference department prior to printing (see "Promotional Materials," above, for more information).

PROMOTION OF INNOVATION & PRODUCT THEATER BY A.S.P.E.N.

The Innovation & Product Theater will be promoted by A.S.P.E.N. in the following CNW15 pre-show and on-site print and electronic promotions if Participant meets A.S.P.E.N. designated print deadlines for CNW15:

- Select promotional e-mails to registered and prospective attendees—select e-mails will include a lead-in about the Innovation & Product Theater and link to full information on the CNW15 conference website
- Innovation & Product Theater information on CNW15 website —will include comprehensive information about the Innovation & Product Theater, including participating companies, speakers, presentations descriptions and schedule.

On-Site Promotional Materials:

- On-Site Final Program—official guide to all meeting events and programs being presented at CNW15.
- A.S.P.E.N. will provide a hanging banner in the Exhibit Hall to designate the Innovation & Product Theater area.

AMERICANS WITH DISABILITIES ACT

Innovation & Product Theater participants represents and warrants (i) that its presentation will be accessible to the full extent required by law; (ii) that its presentation will comply with the American with Disabilities Act (ADA) and with any regulations implemented by the ADA; and (iii) that it shall indemnify and hold A.S.P.E.N. harmless from and against any and all claims and expenses, including attorneys' fees and litigations expenses, that may be incurred by or asserted against A.S.P.E.N., its officers, directors, agents, or employees on the basis of the participant's breach of this paragraph or noncompliance with any of the provision of the ADA.

SUBLETTING, SHARING & EXCHANGING

The Participant may not assign, sublet, share, apportion or exchange all or any part of their Innovation & Product Theater time slot with or to another organization or business unless prior written consent has been obtained from A.S.P.E.N., which consent may be conditioned on the payment of such fees as A.S.P.E.N. determines. If the Participant submits a written request prior to the first day of the CNW15 conference, A.S.P.E.N., at its sole discretion, may grant exceptions to the following: a corporate parent or subsidiary of the Participant; another subsidiary of the parent corporation; a partner of the Participant in an ongoing partnership with a written partner agreement; and/or other partnerships/collaborations as deemed appropriate by A.S.P.E.N. The Participant must provide to A.S.P.E.N. written documentation of the particular relationship. A.S.P.E.N. retains the right to remove any company or organization without a signed contract.



Innovation & Product Theater Contract and Application

COMPANY AND CONTACT INFORMATION *(Please type or print clearly)*

Company name [as you want it to appear in CNW15 program materials] _____

Name of contact person _____

Company Address _____

Direct telephone _____

Contact person's e-mail address [required!] _____

If company exhibits at CNW15 under a different name, what is it? _____

PREFERRED TIMESLOT *(Please rank your preferred date and time. – e.g. 1st choice, 2nd choice, 3rd choice)*

SUNDAY, FEBRUARY 15

- Slot 1 9:30 – 10:00am _____
- Slot 2 10:15 – 10:45 am _____
- Slot 3 11:00 – 11:30 am _____
- Slot 4 11:45 – 12:15 pm _____
- Slot 5 12:30 – 1:00 pm _____

MONDAY, FEBRUARY 16

- Slot 6 9:30 – 10:00am _____
- Slot 7 10:15 – 10:45 am _____
- Slot 8 11:00 – 11:30 am _____
- Slot 9 11:45 – 12:15 pm _____
- Slot 10 12:30 – 1:00 pm _____

Please note that two (2) Innovation & Product Theaters will be conducted per time slot – one in each theater kiosk. All space and time slots will be scheduled by A.S.P.E.N. Companies are limited to holding two (2) Innovation & Product Theaters at CNW15.

FEES *(Please check the appropriate circle below.)*

- \$10,000 one presentation
- \$18,000 two presentations

METHOD OF PAYMENT *(Please DO NOT EMAIL credit card information.) Full payment is due with all applications received after January 15, 2015.*

I Check made payable to A.S.P.E.N. or Wire Transfer (in U.S. funds drawn on a U.S. bank)

I Visa | MasterCard | American Express

Card number expiration date (month/year) _____

Cardholder printed name (as it appears on your card) _____

CSV number (3 or 4 digit security on back of card) _____

Cardholder telephone cardholder email _____

I, the undersigned, authorize A.S.P.E.N. to charge my credit card for the amount indicated above plus a non-refundable 3% processing fee.

(cardholder signature required)

PAYMENT METHOD – CHECK OR WIRE TRANSFER: 50% of Innovation & Product Theater fee is due with application. Upon assignment of a time slot, A.S.P.E.N. will invoice the Participant for the remaining balance; due 30 days from date of invoice or January 15, 2015, whichever date is earlier.

PAYMENT METHOD – CREDIT CARD: A.S.P.E.N. will charge the credit card provided 50% of the total amount due with your submitted application, and the balance will be charged 30 days from date of invoice or January 15 2015, whichever date is earlier. **Please Note: All credit card payments are subject to a non-refundable 3% processing fee.**

TERMS & CONDITIONS:

1. Only participating companies in good standing with A.S.P.E.N. are permitted to submit an application for a time slot. Participating companies must settle any outstanding balances in order for their applications to be considered.
2. This application will not become a binding Contract until a time slot is assigned and this application is approved and signed by A.S.P.E.N.

AGREEMENT:

I, the undersigned, hereby make application for a time slot in the Innovation & Product Theater at CNW15. I am an authorized representative of the company with the full power and authority to sign and deliver this Contract and Application. My signature below verifies that I have read and understand the conditions of this Contract as well as the terms and conditions contained in the "Innovation & Product Theater Guidelines" section of this prospectus. By signing below, the company listed on this Contract and Application agrees to comply with the policies, rules and regulations contained in the CNW15 Expo Prospectus, the Exhibitor Service Kit, the Long Beach Convention Center, the Innovation & Product Theater Guidelines, and all policies, rules and regulations adopted by A.S.P.E.N. hereinafter. By signing below, I also indicate my company's agreement to be bound by support fees and all such terms and conditions. I further understand the A.S.P.E.N. CNW15 Innovation & Product Theater payment and cancellation policy.

Authorized officer's name _____

Title _____

Authorized officer's signature [required] _____

Date _____

**FAX OR SCAN/EMAIL COMPLETED CONTRACT TO A.S.P.E.N. ATTN: AIMEE HICKOX
PHONE 301/920-9129 • FAX 301/587-2365 aimeeh@nutritioncare.org**

CNW15 | Long Beach, CA | February 14-17, 2015
A.S.P.E.N. | 8630 Fenton Street, Suite 412, Silver Spring, MD 20910 | 301.920.9129