

# **Exhibit Prospectus**

The International Society of Hair Restoration Surgery (ISHRS) is a global non-profit medical association and a leading, unbiased authority in medical and surgical hair restoration with more than 1,200 members throughout 70 countries worldwide. Members have backgrounds in varying medical specialties including <u>dermatology</u>, <u>plastic surgery</u>, <u>general surgery</u>, and more. Founded in 1993, it was the first, and is now the largest, international society to promote continuing quality improvement and education for professionals in the field of hair restoration surgery.

Above all, the ISHRS is dedicated to achieving excellence in patient outcomes by promoting member education, international collegiality, research, ethics, and public awareness.

#### WHO SHOULD EXHIBIT

The exhibit program is designed to provide hair transplant surgeons with first-hand information about products and services specific to the area of hair restoration surgery as well as adjunct procedures, and to serve as a forum for updating the physicians' knowledge of current technological advances in the field of hair restoration surgery.

The ISHRS seeks companies with ethical and truthful advertising. Except where prohibited by law, the ISHRS may accept or reject any application to exhibit at its discretion. The ISHRS also reserves the right to withdraw prior approval of an application if subsequent information indicates the original application was false or misleading or the exhibitor has engaged in unethical, untruthful or unlawful conduct or advertising. Additionally, the ISHRS reserves the right to remove exhibits or parts of exhibits that are in violation of ISHRS exhibitor rules below without any refund.

The ISHRS will consider exhibitor applications for products and services in the following categories:

- · Surgical instruments, supplies and equipment e.g., forceps, needle holders, cutting tools, etc.
- Surgical instruments, supplies and equipment e.g., implanters
- Medical devices, e.g., FUE devices
- Low level laser therapy (LLLT)/ Photobiomodulation (PBM) devices
- PRP-related products
- Pharmaceuticals specific to hair loss
- · Holding solutions
- Camouflage products, scalp micropigmentation products
- Imaging, digital photography, microscopes software
- Office & practice management products, patient financing products
- · Scientific publications and textbooks
- Cosmetic items, e.g., non-medical formulations, shampoos, etc.
- Nutritional items
- Other products associated with the diagnosis and treatment of hair loss
- Other products or services associated with the adjunct procedures

# **TIMELINE & IMPORTANT DEADLINES**

# June 10:

- · Notification of exhibit space number assignment by e-mail
- Exhibitor Service Manual available

August 15: Final payment on exhibit space due

#### September 15:

- Final day that exhibit applications may be accepted and the final day to apply for the room drop marketing opportunity
- Exhibitor Information Forms due (to purchase exhibit personnel badges)
- Ancillary Function Request Form due, if applicable

September 20: Product/service description due for inclusion in the Onsite Program Guide. Exhibit application must be approved by this date to be listed in the Onsite Program Guide.

- · Last day to cancel or substitute exhibit personnel badges or cancel Gala Dinner tickets for refund
- · Pre-Show mailing list distributed

# **EXHIBITION DATES AND HOURS**

Preliminary and subject to change.

#### **EXHIBITORS SET-UP:**

Wednesday/November 13, 2019 12:00PM-8:00PM

#### **SHOW HOURS:**

Thursday/November 14, 2019 7:30AM-8:00PM Welcome Reception in Exhibit Area: 6:30PM-8:00PM

Friday/November 15, 2019 8:15AM-6:15PM

Saturday/November 16, 2019 7:30AM-12:30PM

#### **DISMANTLE:**

12:30PM-2:30PM Saturday/November 16, 2019

Exhibits must NOT be disturbed, dismantled or removed before 12:30PM, Saturday, November 16, 2019. All exhibit materials must be removed from the exhibit area by 3:00PM on Saturday, November 16, 2019.

#### **FEES**

Exhibit Space Fee: \$3,500 USD per 2 meter deep x 3 meter wide exhibit space

Exhibit Personnel Fee: \$450 USD per exhibit representative (maximum of 4 exhibit representatives per 2mx3m exhibit space)

#### The Exhibit Space Fee includes:

- One 2 meter deep x 3 meter wide exhibit space, defined by ISHRS show color carpeting (note there are no booth shells/walls this year)
- One table measuring size 60cm wide x 180cm long x 75cm high, covered in white linen with 2 chairs (You may opt to not have this table and chairs placed in your exhibit space if not needed, but no furnishing substitutions for it will be provided - other furnishings can be rented from the expo contractor.)
- · A basic ID sign displaying company name and exhibit space number
- · Janitorial service for aisles of the exhibit area
- Final Program Guide Listing
- Food & beverage for exhibit personnel who purchased exhibit representative badges, consisting of coffee breaks Thursday-Saturday, lunches on Thursday & Friday, and the Welcome Reception
- A one-year listing in the Online Buyers Guide which is located in the Members Only section of the ISHRS website

#### **PAYMENT TERMS**

A 50% deposit per exhibit space must be submitted with the application for the exhibit space. There is a limit of 2 adjacent exhibit spaces (a "double") per company. The exhibit personnel fee must be paid when applying/registering for the exhibit space.

All exhibit space must be fully paid by the date indicated in the timeline, or the exhibitor's registration will be cancelled, and the exhibitor's assigned exhibit space will be re-sold and reassigned by the ISHRS. **The exhibit application will not be processed or space assigned until the payment is received.** 

#### **CANCELLATION POLICY**

Written notification of an exhibitor's decision to cancel must be e-mailed or faxed to Jule Uddfolk, Meetings & Exhibits Manager, at the ISHRS Headquarters office (info@ishrs.org or fax: 1-630-262-1520). It is the exhibitor's responsibility to assure the cancellation was received.

The following policies will apply to the exhibit space fee:

- Cancellation received by July 15, 2019: Full refund less \$100 administrative fee
- Cancellation received July 16-August 15, 2019: 50% refund of full exhibit space(s) fee less \$100 administrative fee
- · Cancellation received after August 15, 2019: No refund

Regarding **Exhibit Personnel Fees**, there is no penalty for cancellation up until **October 17, 2019**. After that date, there is no refund for cancellations.

# **EXHIBIT SPACE INFORMATION**

This year the ISHRS will lease 2 meter deep x 3 meter wide <u>exhibit spaces</u>. <u>No</u> pipe & drape or hard-shell booth walls will be provided. The exhibit spaces are defined by the provided carpet. Exhibit spaces will be located in the Grand Ballroom Foyer, located on the 2nd Level (Lobby Level) of the Shangri-La Hotel Bangkok. (Grand Ballroom Section 3 might be used as possible overflow for exhibits, to be determined later.) This space is adjacent to the General Session in the Ballroom. The ISHRS Registration Desk is located near the exhibit spaces.

See the Exhibit Floor Plan at the end of this Exhibit Prospectus. NOTE: The floor plan is preliminary and subject to change. The ISHRS reserves the right to amend the floor plan and exhibit space assignments.

The exhibit program is limited to standard spaces that measure 2 meters deep x 3 meters wide and multiples of those standard spaces. A maximum of 2 exhibit spaces per exhibitor is permitted, pending space availability.

Exhibit space assignments are made on a first come, first served basis. Exhibit space number assignments are confirmed and communicated to the exhibitor contact person via e-mail on the date indicated in the timeline. No exhibit space locations are guaranteed until the confirmation on this date. The exhibitor's space location preference is considered, but the ISHRS reserves the right to assign spaces at its total discretion. All dimensions are believed to be accurate but are not warranted by the ISHRS. To maintain uniformity and to prevent obstruction of view of adjoining exhibit spaces, solid or draped objects cannot be higher than 2.5 meters in the back and cannot be higher than one meter along the sides and aisles. All exhibitor materials and signage must stay inside the official exhibit space and not be placed in or overflow into the aisles. Exhibit personnel also must stay in the assigned exhibit space while representing the company (no "selling in the aisles").

Sufficient lighting is provided for adequate general illumination in the exhibit areas, but no individual lights or electrical outlets are provided in the exhibit spaces space for product lighting. All electrical work must be supplied by the exclusive electrical contractor for the meeting. All draping or display materials of cloth must be fireproofed. Under no conditions will oils, gases, or other combustible or flammable materials be permitted in the exhibit area.

All packing containers, excelsior, wrapping paper, etc., are to be removed from the floor and must not be stored under tables or behind displays. Exhibitors represent and warrant that they shall comply with all national, state, and local fire regulations and accept full responsibility for such compliance.

#### PRODUCTS/SERVICES EXHIBITED

Products or services exhibited (or referred to) must be related to hair restoration or hair restoration surgery and normally manufactured or supplied by the exhibitor. Exhibitor may exhibit only those products/services for which the application has been approved. The ISHRS may refuse to accept the application of any individual or entity whose display of goods or services is not compatible, in the sole opinion of the ISHRS, with the educational character and purpose of the ISHRS and its World Congress or that demonstrably infringe on the intellectual property or other rights of third parties. The ISHRS may require an exhibitor to provide additional information regarding its products or services, if the ISHRS determines the information is necessary for the ISHRS to better assess whether the proposed exhibit is consistent with the educational character and purpose of the ISHRS and its World Congress.

# SUBLETTING/USE OF SPACE

Exhibitors shall not assign or sublet any space allotted to them and shall not advertise or display goods other than those manufactured or sold by them in the regular course of their business. No individual or entity that has not contracted with the ISHRS for occupancy of exhibit space will be permitted to display or demonstrate any products, processes or services, solicit orders, wear exhibitor identification badges, or distribute advertising or other materials at the exhibition or the ISHRS World Congress in general. Any violation of this provision will result in prompt removal of the offending individuals and entities.

The ISHRS reserves the right to: (i) refuse exhibitor applications not meeting the ISHRS's required standards (including those standards and laws cited in the Exhibitor Claims, Legal Compliance, and Laser Regulations sections below); and (ii) remove

exhibits or parts of exhibits that are inconsistent with the ISHRS's standards, rules, or the educational purpose of the ISHRS World Congress at any time before and/or during the exhibition. This applies to displays, literature, advertisements, novelties, souvenirs, conduct of persons, etc. The ISHRS does not in any manner endorse any of the products or services related to the exhibits which have been accepted for display during the ISHRS World Congress.

# **ASSIGNMENT OF SPACE**

Exhibit space assignments will be made on a first come, first served basis and will be confirmed and communicated to the listed exhibitor contact person via e-mail on the date indicated in the timeline. You may indicate your exhibit space location preferences during the online registration process, which will be considered but is not guaranteed.

# **PROGRAM GUIDE LISTINGS**

To be included in onsite program, the exhibit final product/service description must be received by the date listed in the timeline. Technical exhibit descriptions are subject to approval and may only include products and services for which the exhibitor application has been approved. Technical exhibit product/service descriptions are limited to 254 characters (including spaces) and are to be purely descriptive, not including advertising copy type words such as "best," "leading," etc. Exhibit descriptions must comply with the "EXHIBITOR CLAIMS" section in this Exhibit Prospectus.

# **CONTRACTOR SERVICES**

The official suppliers for all services will be listed in the Exhibitor Service Manual.

RP Media Group Co., Ltd. and Agility Co. Ltd. have been selected as the official contractors to service the exhibition at the ISHRS 27<sup>th</sup> World Congress.

**RP Media Group Co., Ltd.** is the <u>sole</u> provider of the following services: trade show rental equipment & furnishings, carpet rental (should you desire a different color of carpeting than the gray provided), electrical, lighting, exhibit space cleaning services, and \*exhibit labor for installation & dismantle. They can also supply graphics/signs for your exhibit space. \*If you will have a custom-built booth, you must complete the "Submit Design for Approval Form" to seek approval by the ISHRS. If you will have an outside installation and dismantle company (a company other than RP Media Group) install and dismantle your exhibit, you must complete and submit the Unofficial Stand Contractor Form.

**Agility Co. Ltd.** is the official provider of transportation, freight handling and customs services. Their information and forms will appear in the Exhibitor Service Manual. Please review this information early and carefully to become familiar with shipping and import/export rules and regulations for Thailand.

The Shangri-La Hotel Bangkok will supply complimentary wireless internet service in the meeting space, including the exhibit area. However, if you require a dedicated line for assured connection, you will want to order that at your own cost service through the hotel.

The official contractors act on their own behalf in all arrangements with exhibitors and are not agents, employees or representatives of the ISHRS. All services or materials supplied by the contractors on order of the exhibitor will be billed directly by the contractor to the exhibitor. Therefore, the ISHRS does not assume any liability or responsibility for any act performed or omitted by such official contractor.

<u>Ordering of services</u>: The full details for placing orders will appear in the Exhibitor Service Manual which you will receive electronically on the date listed in the timeline. The exhibitor must abide by all rules and procedures that are outlined in the Exhibitor Service Manual.

#### **EXHIBITOR BADGES**

All exhibit personnel (exhibit representatives) must be approved in advance of the show. All names of exhibit personnel must be submitted by September 15, 2019, via the Exhibitor Information Form. No exhibitor will be admitted to the exhibit area without an exhibitor's badge and ribbon. Each exhibiting company is allowed up to four (4) exhibit personnel badges per exhibit space purchased and must pay the \$450 per person Exhibit Personnel Fee.

Although there is a limit of (4) four exhibit personnel badges per exhibit space, if you will have more representatives on-site who will swap-in and swap-out badges, then the ISHRS can process additional badges for them, but only (4) four representatives will be allowed in the exhibit space at a time. However, all planned exhibit representatives must be approved in advance. Badges are to be picked up at the ISHRS registration desk.

All exhibitor personnel must wear the official exhibitor's badge for admission to and while in the exhibit area. Company badges will not be accepted in lieu of the official badge. Exhibitors shall not affix stick-on items, punch, stamp, mark or otherwise deface or mark the exhibitor badges. Individuals who do not have badges will not be permitted into the exhibit area.

# **EXHIBITOR ATTENDANCE AT THE GENERAL SESSIONS**

Exhibitors are not permitted to attend the General Sessions. Those wishing to attend the General Sessions as an attendee must register under the appropriate attendee category.

# **EXHIBIT SPACE ACTIVITIES**

Business activities, circulars and advertising materials of the exhibitor shall only be conducted and/or distributed within the exhibit space assigned to the exhibitor. Exhibitors are permitted to display only the exhibiting firm's products/services for which they are official distributors and were approved via the Exhibit Application process and to make informal presentations in the exhibit space regarding the firm's product line or service. Exhibitors are prohibited from conducting any activities on the outside grounds, parking area, or elsewhere at the Shangri-La Hotel Bangkok. Exhibitors are required to keep the assigned exhibit space in good order at all times. Exhibitors may not place anything in the aisles during open hours. Exhibit representatives must promote their products/services from inside their exhibit space only and may not linger in the aisles to pull in customers. Exhibitors may offer food and/or beverage in their exhibit space as a traffic builder provided it is ordered through the Shangri-La Hotel Bangkok (no outside food or beverage is allowed) and the food & beverage must be served within the confines of the company's exhibit space, not in the aisles or general space. The ISHRS reserves the right to preclude any exhibit space activity or display in its discretion. Audiovisual and other sound and attention-getting devices are permitted only in such intensity as, in the sole discretion of the ISHRS, does not interfere with the activities of other exhibitors. The use of microphones in the exhibit area is strictly prohibited. Films purely for entertainment, without educational or informational value, will not be permitted.

# **EXHIBITOR CLAIMS**

Exhibitors shall conduct their exhibits in a professional, truthful, and ethical manner. In connection with their exhibits, exhibitors shall not make statements or claims: (i) which are false or misleading (e.g., scarless surgery); (ii) regarding the efficacy of their products or services in diagnosing, curing, mitigating, treating, or preventing disease, or effecting the structure or any function of the body, which are not truthful, accurate, complete, and scientifically substantiated; (iii) misrepresenting the significance of assessments, clearances, approvals, or other actions by a government authority with respect to their products or services; (iv) suggesting they or their products or services are endorsed by the ISHRS; (v) regarding their products or services or their use, which are inconsistent with the ISHRS's Consumer Alert on Unlicensed Technicians Performing Hair Restoration Surgery, the ISHRS's Position Statement on Qualifications for Scalp Surgery, Misleading & Inappropriate Messaging Statement, and Physician Practice Alert, all of which are incorporated herein by reference; (vi) stating or implying a physiological effect if their products or services are cosmetics or nutritional supplements; or (vii) which are inconsistent with the legal requirements applicable to the exhibitor or its products or services or demonstrably infringe on the intellectual property or other rights of third parties.

Exhibitors may not make a direct comparison to other exhibiting companies or their products/services.

Exhibitor may not use the ISHRS's name, logo, or trademarks (collectively, ISHRS Marks), without the ISHRS's prior written consent. The ISHRS is the exclusive owner of the ISHRS Marks. Despite the foregoing, after the ISHRS accepts an application to exhibit at ISHRS's 27<sup>th</sup> World Congress an exhibitor may include in its promotional materials the following statement:

[INSERT EXHIBITOR NAME] will be exhibiting at ISHRS's 27<sup>th</sup> World Congress, at the Shangri-La Hotel Bangkok, Bangkok, Thailand, November 13-16, 2019.

Exhibitor shall notify the ISHRS of any change in its legal status or ability to advertise, market, sell, or distribute its products or services in any market in the world between the date of an Exhibitor's application and November 16, 2019. Exhibitor shall notify the ISHRS of any notice or other action by a government, other regulatory or legal authority, or any third party asserting Exhibitor or its products are not in compliance with applicable law.

# **CONFLICTING EVENTS**

Companies exhibiting at the ISHRS 27<sup>th</sup> World Congress will be required, as a condition of their participation as exhibitors, not to exhibit at, conduct or sponsor conflicting events. Conflicting events are scientific or educational meetings of interest and relevance to hair transplant surgeons (including but not limited to lectures, presentations, seminars or workshops) that are scheduled during the same time frame encompassed by the ISHRS 27<sup>th</sup> World Congress. For purposes of this policy, the relevant time frame begins two days immediately prior to the official opening of the ISHRS 27<sup>th</sup> World Congress and ends two days after the official close of the ISHRS 27<sup>th</sup> World Congress. ISHRS Satellite Symposia opportunities, if held, are not considered conflicting events. For additional details, see the ISHRS Policy on Ancillary Meetings at ISHRS Meetings.

# **ANCILLARY FUNCTIONS**

ISHRS approval, which may be granted or denied by the ISHRS at its sole discretion, is required for all exhibitor-sponsored ancillary functions. Requests for such activities must be submitted in writing via the **Ancillary Function Request Form** to the ISHRS Meetings & Exhibits Manager by the date indicated in the timeline. The request must specify date, time, location, type of function and anticipated attendance. Ancillary functions will only be approved for times that are not in competition with the ISHRS program or Satellite Symposia, in the sole opinion of the ISHRS. The allowed ancillary timeslots are not exclusive. There may be more than one exhibiting company hosting ancillary functions during any given time period. The ISHRS is not holding meeting rooms at the Shangri-La Hotel Bangkok for exhibitor use. The exhibiting company must secure its own meeting/function space, whether it be at the Shangri-La Hotel Bangkok or elsewhere and pay any and all required fees and costs directly. If it is determined that an unapproved ancillary function of any sort has taken place or is scheduled to take place, the "Violation of Rules" section will be enforced.

#### **PRODUCT SALES**

Exhibitor acknowledges that it bears sole responsibility for the collection and remission of all sales tax and other obligations arising from its product sales.

# **GIVEAWAYS**

Atypical giveaways must be approved by the ISHRS (30) thirty days in advance of the ISHRS 27<sup>th</sup> World Congress. If such items are not cleared through the ISHRS before the World Congress, or are determined to be objectionable or prohibited, the ISHRS has the right to prohibit distribution.

#### **CONTESTS AND DRAWINGS**

Exhibitors are allowed to have their own prize drawings and contests within their exhibit space. Exhibitors shall comply with any and all gaming laws applicable to such drawings or contests. The ISHRS will not announce or publish winners, forward prizes, or otherwise be responsible for an exhibitor's own drawing or contest. The ISHRS reserves the right to review in advance and/or preclude any contest or drawing in its discretion.

#### **MUSIC LICENSING**

Exhibitors shall obtain any and all licenses or grants of authority required of exhibitors under the copyright, trademark, or patent laws, including, but not limited to, those relating to the performance of music, whether live or recorded. A copy of such licenses will be furnished to the ISHRS if requested.

#### **LEGAL COMPLIANCE**

Note that the following are the rules for exhibiting at the ISHRS World Congress in general, however, please check with the country of the current World Congress regarding their rules and regulations that may affect your ability to exhibit and/or sell your product in that country. For the ISHRS 27th World Congress, Agility Co. Ltd. in Bangkok can assist you in obtaining this information.

- **1. General.** Exhibitors as well as exhibits, displays, brochures, fliers, announcements and other information provided by Exhibitors (collectively, "Exhibits") are required to abide by all applicable laws. All Exhibitors represent and warrant that their Exhibits comply with the applicable laws of the countries in which its drugs, cosmetics, or devices are advertised, manufactured, distributed, sold, or licensed.
- **2. FOOD, DRUG, & COSMETICS ACT AND FDA COMPLIANCE.** Exhibitors and Exhibits must comply with all applicable United States Federal Food, Drug & Cosmetic Act (21 U.S.C. § 301 *et seq.*) ("FDC Act") provisions, United States Food, and Drug Administration ("FDA") regulations.
- 3. UNITED STATES SALES. Exhibitors intending to exhibit drugs, cosmetics, or devices for sale in the United States, must comply with the following requirements:
  - (i) Exhibitors must possess applicable FDA clearance or approval in order to market devices and drugs in the United States at the World Congress.
  - (ii) Exhibitor claims regarding devices and drugs must be consistent with FDA cleared uses and approved indications. Exhibitors may not promote unapproved ("off-label") uses of approved drugs or devices. If there is a common belief that the device or drug may be effective for certain uses, or there is a common use of the device or drug for a condition, but the preponderance of evidence related to the use or condition demonstrates that the device or drug is ineffective, the Exhibit must state there is a lack of evidence that the device or drug is effective for that use or condition.
  - (iii) Exhibitors and Exhibits must not create an impression of official FDA approval of a device or drug based on establishment registration, or possession of a registration number.
  - (iv) Exhibits for 510(k) cleared devices must not state or imply FDA approval for the device.
  - (v) Devices with a pending 510(k) premarket notification may be exhibited, but orders may not be taken, nor can the exhibitor be prepared to take orders such that it could result in contracts for the sale of the device in the United States.
  - (vi) Investigational devices and drugs may be displayed solely for the purpose of obtaining clinical investigators to participate in a clinical study. Exhibits for investigational devices and drugs must state "CAUTION: Investigational device. Limited by United States law to investigational use" or "CAUTION: New Drug – Limited by United States law to investigational use."
- **4. Non-United States Sales.** Exhibitors intending to exhibit drugs, cosmetics, or devices for sale outside of the United States, the following requirements apply:

- (i) Exhibits for drugs, devices, and/or cosmetics not authorized to be sold, licensed, or used in the United States must have a sign prominently displayed identifying those countries in which the drug, device, or cosmetic is legally permitted to be sold, licensed, or used, and stating: "Not Available for Sale in the United States."
- (ii) Exhibits for drugs, cosmetics, and/or devices for sale, license, and/or use outside the United States must have a sign prominently displayed identifying those countries in which the drugs, devices, and/or cosmetics may be legally sold, licensed, and used for the purposes indicated by the Exhibitor and the Exhibit.

If the ISHRS believes an Exhibitor or Exhibit is violating any of the requirements of this Legal Compliance section, the ISHRS may exclude the Exhibitor and Exhibit from the ISHRS 27<sup>th</sup> World Congress without liability or further obligation to the Exhibitor. The ISHRS's right to exclude an Exhibitor is in addition to any other legal right the ISHRS may have against the Exhibitor under this Exhibitor Prospectus, at law, or in equity.

# **USE OF LASERS**

In keeping with recommended safety guidelines for lasers, the ISHRS has adopted regulations for laser exhibitors operating, or permitting the operation of, lasers represent and warrant that: (i) they shall comply with the ISHRS regulations; and (ii) such lasers will be operated only in a manner that presents no safety risks for exhibition attendees and/or the exhibit area

# LASER REGULATIONS

- 1. Lasers must be operated in a manner that is consistent with the accepted industry safety standards (i.e., ANSI standards and/or American Laser Institute standards). Under no circumstances may a laser be operated in a manner that poses a safety risk to persons standing or walking in the vicinity of the exhibitor's exhibit space.
- 2. Lasers must be operated only within an enclosed space with eye protection for those viewing and operating the lasers.
- 3. All demonstrations of CO2 lasers must be conducted in clear plastic boxes with all sides enclosed, including the top. Smoke evacuators must be used.
- 4. Appropriate plastic colored cubicles must also be available for any other type of laser being used, particularly dye, KTP, and ruby lasers.
- 5. No laser equipment may be left unattended in operable condition.
- 6. Live patient demonstrations are not permitted.

# LIABILITY/INSURANCE

All property of the exhibitor is understood to remain under its custody and control in transit to and from or within the confines of the Shangri-La Hotel Bangkok. The ISHRS, RP Media Group Co., Ltd., Agility Co. Ltd. and the Shangri-La Hotel Bangkok, and their respective officers, directors, members, agents, and employees, do not maintain insurance covering exhibitors' property and such parties are not responsible for the safety of the property of exhibitors from theft, damage by fire, accident, vandalism or other causes, and exhibitor hereby expressly waives and releases any claim or demand it may have against any of them by reason of any damage to or loss of any property of the exhibitor. Although security personnel may be provided by the ISHRS for the night time protection of the exhibit area, the ISHRS, RP Media Group Co., Ltd., Agility Co. Ltd. and the Shangri-La Hotel Bangkok shall have no liability whatsoever for theft, loss, or damage to property belonging to exhibitors, their agents, employees, business invitees, visitors, or guests.

Exhibitors shall carry comprehensive liability coverage, including premises operations and contractual liability coverage of at least \$1,000,000 USD for personal injury liability, \$1,000,000 USD for property damage liability, and statutory workers' compensation with employer's liability with a limit of at least \$100,000 USD. Exhibitors shall furnish certificates of insurance if requested by the ISHRS.

#### **INDEMNIFICATION**

Exhibitor shall indemnify, defend, and hold the ISHRS, the Shangri-La Hotel Bangkok and their respective directors, officers, members, agents, employees and successors, and each of them, forever harmless from and against: (i) any damage or charges resulting from violation of any law or ordinance or violation of the rules and regulations of either the ISHRS or the Shangri-La Hotel Bangkok by exhibitor, or exhibitor's directors, officers, employees, representatives, agents and contractors, except those occasioned by the gross negligence or willful misconduct of the ISHRS or the Shangri-La Hotel Bangkok; and (ii) any and all other claims, liabilities, losses, damages, or expenses (including, without limitation, attorneys' fees), whether those of the exhibitor or a third party, arising, directly or indirectly, from exhibitor's or exhibitor's directors', officers', employees', representatives', agents' and contractors' occupancy and use of the exhibition premises, or any part thereof, except those arising from the gross negligence or willful misconduct of the ISHRS or the Shangri-La Hotel Bangkok.

#### **SECURITY**

All property of the exhibitor is understood to remain under its custody and control in transit to and from or within the confines of the Shangri-La Hotel Bangkok. The ISHRS, RP Media Group Co., Ltd., and the Shangri-La Hotel Bangkok and their respective officers, directors, members, agents, and employees, <u>do not</u> maintain insurance covering exhibitors' property and such parties are not responsible for the safety of the property of exhibitors from theft, damage by fire, accident, vandalism or other causes, and exhibitor hereby expressly waives and releases any claim or demand it may have against any of them by reason of any damage to or loss of any property of the exhibitor. Although security personnel may be provided by the ISHRS for the night time protection of the exhibit area, the ISHRS, RP Media Group Co., Ltd., and the Shangri-La Hotel Bangkok shall have no

liability whatsoever for theft, loss, or damage to property belonging to exhibitors, their agents, employees, business invitees, visitors, or quests.

# **WAIVER OF LIABILITY**

Exhibitor hereby waives any and all claims, actions, causes of action, losses, and damages of any kind or nature exhibitor may have against ISHRS, the Shangri-La Hotel Bangkok, and their respective directors, officers, members, agents, employees and successors, directly or indirectly resulting from, arising out of, or in any way related to this Exhibit Prospectus. This waiver of liability applies to all claims, actions, causes of action, losses, and damages of any kind or nature whatsoever, including, but not limited to, direct, indirect, general, special, incidental, consequential, exemplary, statutory, contractual, or damages or losses of any other kind or type. This waiver of liability applies whether the alleged liability is based on contract, negligence, tort, strict liability, or any other basis and even if ISHRS or the Shangri-La Hotel Bangkok knew or should have known of the possibility of such damages. This waiver of liability shall be enforceable to the maximum extent permitted by applicable law.

# **CANCELLATION OF MEETING**

In the event the ISHRS 27<sup>th</sup> World Congress is not held for any reason whatsoever, the contract for exhibit space shall be terminated. In such case, the exhibitor shall waive all damages and claims for damages and agrees that the sole liability of the ISHRS will be to return to exhibitors their exhibit space fee on a pro rata basis after deduction of all ISHRS 27<sup>th</sup> World Congress related costs and expenses incurred by the ISHRS through the date of cancellation, an administrative fee, and overhead charges.

#### **CHANGE OF LOCATION**

If the selected location is not available or if, in its sole discretion, the ISHRS believes that it is in its best interests to do so, the ISHRS shall move the ISHRS 27<sup>th</sup> World Congress to another location.

#### ACCESSIBILITY

Exhibitor represents and warrants that its exhibit space shall be reasonably accessible and usable by persons with disabilities and that it will be in compliance to the extent applicable under regulations implementing Title III of the Americans with Disabilities Act.

# **OTHER REGULATIONS**

It is the responsibility of the exhibiting company to see that all exhibitor staff are aware of and adhere to these rules and conduct themselves in a professional manner throughout this meeting.

The ISHRS shall have the sole authority to interpret and enforce all rules and regulations governing exhibitors and the ISHRS 27<sup>th</sup> World Congress. Any and all matters not specifically covered herein are subject to decision by the ISHRS. These rules and regulations may be amended at any time by the ISHRS upon written notice to all exhibitors. Each exhibitor expressly agrees to be bound by the rules and regulations set forth herein and by any amendments thereto adopted by the ISHRS from time to time. Any exhibitor or exhibitor representative who, in the opinion of the ISHRS, conducts itself unethically may immediately be dismissed from the ISHRS 27<sup>th</sup> World Congress without refund or other appeal.

#### **VIOLATION OF RULES**

A violation of ISHRS's rules, regulations, and/or policies will result in a 2-year ban from exhibiting at any ISHRS meeting, at the ISHRS's sole discretion. The company may reapply in 2 years. If another violation occurs, then the company will be banned for 3 years.

A violation onsite at the meeting may result in denial of access to the exhibit hall, denial of exhibit display installation, and/or closing or removal of the exhibitor's exhibit display. In the event an exhibitor violates the ISHRS rules, regulations, and/or policies and is prohibited from continued use of the exhibit space, the exhibit space & personnel fees are non-refundable.

# For further information contact:

Jule Uddfolk, CMP, Meetings & Exhibits Manager

International Society of Hair Restoration Surgery, 1932 S. Halsted St., Suite 413, Chicago, IL 60608, USA

Direct Phone: 1-773-883-1236, HQ Phone: 1-630-262-5399, Fax: 1-630-262-1520

Direct email address: juddfolk@ishrs.org; Headquarters: info@ishrs.org

Rev. 04/19/19

