

# American Society of Clinical Oncology®

## The ASCO Cancer Foundation®

### Policies for Exhibitors and Other Organizations at ASCO Meetings Effective September 10, 2009

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## I. INTRODUCTION

This joint policy of the American Society of Clinical Oncology (“ASCO”) and The ASCO Cancer Foundation establishes the general standards that both organizations will apply to the activities of commercial firms and other organizations, including not-for-profit organizations, during or in connection with ASCO meetings, as exhibitors, meeting supporters, or otherwise. Related requirements governing various activities are set forth in:

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

ASCO meetings are educational events intended to facilitate the communication of new scientific knowledge and to advance the practice of oncology. The foremost concern of ASCO and The ASCO Cancer Foundation is preservation of the scientific integrity and educational value of ASCO meetings. To this end, ASCO invites organizations to support and participate in ASCO meetings in a manner that complies with the requirements described in this policy and related documents. As a matter of ASCO 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 for Continuing Medical Education (ACCME) Essential Areas and Elements; and the Office of Inspector General Compliance Program Guidance for Pharmaceutical Manufacturers. Copies of these standards may be obtained by calling the ASCO Education, Science and Professional Development Department at 571-483-1300.

Compliance with all applicable laws and regulations is required of every organization that participates in ASCO meetings. Organizations that violate ASCO or The ASCO Cancer Foundation 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 ASCO and co-sponsored by one or more other organizations. These ASCO Policies for Exhibitors and Other Organizations at ASCO Meetings apply to those meetings, with ASCO administering the Policies. Generally, references to ASCO meetings in this document should be understood to include those meetings that have other co-sponsors where ASCO is the lead organization.

## II. SUPPORT FOR ASCO AND THE ASCO CANCER FOUNDATION SPONSORED ACTIVITIES

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

Any funds provided in support of ASCO or The ASCO Cancer Foundation programs or products must be made payable to The ASCO Cancer Foundation. The ASCO Cancer Foundation is a 501(c)(3) organization subject to ASCO's general supervision and control, which operates in support and furtherance of ASCO's scientific and educational purposes.

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, ASCO, and The ASCO Cancer Foundation. Grant terms and conditions may not require ASCO or The ASCO Cancer Foundation 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. The ASCO Cancer Foundation accepts grants for one or multi-year periods (as defined in the agreement).

ASCO and The ASCO Cancer Foundation 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, including standards related to product specific advertisement and other product promotion, 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**

ASCO and The ASCO Cancer Foundation recognize that during ASCO 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 ASCO Meetings**

Commercial firms and other organizations wishing to conduct activities during the dates of, immediately prior to, or following an ASCO meeting must notify ASCO of such activities by submitting an Ancillary Event Request to ASCO by the deadline specified for the particular meeting. ASCO, in its sole discretion, will determine whether the proposed activity appears to meet ASCO 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 ASCO meeting. The nature of any ancillary activities should be in keeping with the educational focus of an ASCO 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. Promotional activities should be tasteful, appropriate, and professional in nature.

ASCO representatives may attend any ancillary activity (including investigator and corporate board meetings) held within space held by ASCO, to monitor whether the activity is in compliance with applicable ASCO 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. ASCO will indicate meeting blackout times on the Ancillary Event Request website, [www.asco.org/eventrequest](http://www.asco.org/eventrequest)
- ASCO must receive and approve a completed Ancillary Event Request by the deadline specified for the particular meeting (space held by ASCO will be allocated to approved requestors on a first come, first served basis). This form can be found at [www.asco.org/eventrequest](http://www.asco.org/eventrequest)
- No participant may present a paper scheduled for presentation during the ASCO meeting and under embargo at the time of the event

- o No marketing pieces, invitations, communications of any kind, advertising, or other written or spoken descriptions of the event may use the ASCO name or logo, or otherwise suggest or imply that ASCO has endorsed or sponsored the event. The name of the ASCO meeting may be mentioned one time in each communication for identification purposes, in a reasonably-sized, neutral font. ASCO, The ASCO Cancer Foundation, or the name of the ASCO meeting may not be part of a title or heading of the ancillary event, be prominently featured, or listed first in print materials. ASCO slide templates, color schemes, or other means of confusing the event with an ASCO-sponsored event may not be used
- o 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 ASCO Annual Meeting:**

“Not an official event of the ASCO Annual Meeting. Not sponsored or endorsed by ASCO or The ASCO Cancer Foundation.”

**For ASCO Symposia:**

“Not an official event of the [Insert Name of ASCO Symposium]. Not sponsored or endorsed by any of the co-sponsoring organizations of the [Insert Name of ASCO Symposium].”

Meeting signage may NOT include the ASCO or The ASCO Cancer Foundation name, logo, or name of ASCO meeting except in the following required disclaimer, which must be prominently displayed and included on all signs:

**For the ASCO Annual Meeting:**

“Not an official event of the ASCO Annual Meeting. Not sponsored or endorsed by ASCO or The ASCO Cancer Foundation.”

**For ASCO Symposia:**

“Not an official event of the [Insert Name of ASCO Symposium]. Not sponsored or endorsed by any of the co-sponsoring organizations of the [Insert Name of ASCO Symposium].”

- o Repurposed or post-meeting/event materials developed as a result of content from the meeting or event must NOT include any reference to ASCO, The ASCO Cancer Foundation, or the ASCO meeting. Materials must not in any capacity identify ASCO as the sponsor or CME provider
- o No event marketing may be done at the ASCO meeting venue except within the confines of an individual exhibit booth or table
- o Lead retrieval units are permitted for use during the event
- o Event names, invitations, communications, and marketing may not include the phrase “Satellite Symposium” unless the event has been selected as an official Independent Satellite Symposium (See below)

**B. Independent Satellite Symposia**

Independent Satellite Symposia (ISS) are autonomous, CME-accredited, educational activities that are held adjunct to an ASCO meeting. ISS activities require ASCO’s prior written approval but do not receive and must not imply ASCO or The ASCO Cancer Foundation endorsement or support. All ISS activities must conform to applicable ASCO policies, including the prohibition upon the use of ASCO’s or The ASCO Cancer Foundation 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 ASCO’s Leadership may not participate in Independent Satellite Symposia in any capacity except as an attendee who receives no honorarium or reimbursement. For example, no member of ASCO’s Leadership may serve as faculty, as a

presenter, chair, or consultant, or have any other involvement with the planning or presentation of the activity. For additional information and guidelines, please refer to the Policy for Independent Satellite Symposia (ISS) and the ASCO, The ASCO Cancer Foundation and ASCO Symposium Leadership Excluded from Participation in Independent Satellite Symposia policy, which may be obtained through ASCO's website at [www.asco.org/iss](http://www.asco.org/iss) or by sending an e-mail to [iss@asco.org](mailto:iss@asco.org).

### **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 ASCO.

Advertising on fixed, i.e. stationary billboards is permissible, only after advance review and approval by ASCO. 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 ASCO meeting venue and any local airport(s), within ten (10) days before or after the meeting, is strictly prohibited. The use of any name, logo, or trademark of ASCO or The ASCO Cancer Foundation is strictly prohibited without ASCO'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 ASCO, ASCO will review requests for exhibit space to determine whether prospective exhibitors and their products meet ASCO criteria and standards. During its meetings, ASCO will monitor exhibitor activities, displays, products, giveaways, and conduct for compliance with ASCO policies, and the terms of the Exhibitor Agreement.

To obtain exhibitor feedback and improve the operation of the Exhibit Hall, ASCO will invite all exhibitors at the Annual Meeting to an onsite Exhibitor Town Hall Meeting.

### **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 ASCO. ASCO 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 e-mail and such changes will be equally binding on all parties affected and will take effect upon delivery of notice by ASCO. 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 under the Americans with Disabilities Act of 1990 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. All electrical wiring and equipment installed must comply with the facility/local Electrical Code and Fire Department Regulations. Facility electricians reserve the right to refuse connections where wiring constitutes a safety hazard or does not meet the Electrical Code. If an exhibitor is found in non-compliance of the Code, facility electricians may be able to correct the fault and restore the booth to Code. This will be done on a time and materials basis at the exhibitor's expense.

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, all LP Gases, 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

ASCO may review the exhibit floor activities of exhibitors at any time. ASCO may deny an exhibitor access to, or expel an exhibitor from the event without refund of any fees if, as determined solely by ASCO, 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 ASCO, of which these policies are a part, shall be governed by the laws of the State of Virginia, without regard to choice of law provisions. The exhibitor and ASCO consent to the exclusive subject matter and personal jurisdiction of the federal and state courts in Alexandria, Virginia, over any dispute arising under the Exhibitor Agreement or ASCO's enforcement of ASCO policies and standards. In the event that ASCO 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, submitted either by hard copy or online, that has been approved by ASCO may exhibit at an ASCO meeting. ASCO retains the sole and exclusive right to determine which companies and organizations may exhibit at ASCO 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. ASCO 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 ASCO. Products eligible for exhibition are oncologic and related products, equipment, and services that, upon review by ASCO and at the sole determination of ASCO 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](http://www.fda.gov).

## 3. Pavilions

Exhibitors whose products or services meet the requirements of the pavilion (as determined by ASCO), as well as ASCO's guidelines for eligible exhibits, may be eligible to exhibit within an ASCO-designated pavilion.

## 4. 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.

## 5. Restriction Upon Market Research Products and Services

Exhibits with a primary purpose of exhibiting or conducting market research, business intelligence, identification of key opinion leaders, identification of data sources, or similar activities not consistent with the tenor of the Exhibit Hall are not eligible.

### **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.

As an organization accredited by the ACCME to provide continuing medical education, ASCO maintains professional standards in relation to all events and activities at its meetings. In accordance with ACCME standards, ASCO does not permit exhibitors to promote ASCO's scientific or educational programs. Advertising, marketing materials, and product literature distributed inside or outside the Exhibit Hall must not contain any reference to specific posters or meeting sessions.

Exhibitors must submit a sample of all advertising or marketing materials related to ASCO's Annual Meeting or an ASCO Symposium, including but not limited to flyers, Internet postings, e-mails, and postcards, to ASCO for approval.

Exhibitors using their own mailing lists must submit the sample materials via e-mail ([exhibits@asco.org](mailto:exhibits@asco.org)) to ASCO for approval.

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

## **E. Exhibit Content and Booth Regulations**

### **1. Exhibit Content and Activities**

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

### **2. Advance Approval of Booth Activities Required**

Exhibitors must complete and submit to ASCO a Booth Activity Approval Form no less than 60 days prior to the first move in day for the ASCO Annual Meeting and by the deadline on the Booth Activity Approval Form for the ASCO Symposia. Passing out flyers and talking to attendees within an exhibit booth are not considered booth activities and do not need to be included in exhibitors' approval requests.

### **3. Admission to the Exhibit Hall**

Exhibitors must wear the official ASCO supplied badge at all times in the Exhibit Hall. All badges are non transferable and are the sole property of ASCO. ASCO, J. Spargo and Associates, and ASCO Security reserve the right to revoke any badge at any time. No one under the age of 18 is allowed access to the exhibit area at any time, without exception. Access to the Exhibit Hall during set-up and dismantle times for booths are restricted to the published hours unless special arrangements have been made with ASCO. Please contact meeting security for assistance with access to the Exhibit Hall for hours other than those listed.

### **4. Exhibit Space Selection**

ASCO 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 ASCO.

Exhibiting companies' booth spaces are limited to a maximum size of 8,000 square feet. Companies with multiple business entities may either:

- a) Use the first exhibit space selection appointment time to make a single selection of up to 8,000 square feet total (in one or more booths) for all entities or
- b) At separate exhibit space selection appointment times for each entity, have each entity select up to 8,000 square feet

In addition, exhibit spaces may not be wider than they are deep between the front of the Exhibit Hall and an area predetermined by ASCO. This area will be determined before exhibit space sales begin.

### **5. Exhibit Display and Exhibit Booth Construction**

All exhibit floor spaces must be carpeted or covered with an approved material (bare floors in booths are not allowed). 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.

#### 6. Inline Booth

Inline booths are generally arranged in a straight line and have neighboring exhibitors on their immediate right and left, leaving only one side exposed to the aisle. At the Annual Meeting, ASCO will provide a standard draped booth, consisting of an 8' high backdrop, 36" draped side rails and a two-line 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. Any portion of exhibit with visible unfinished sides or back exposed must be draped off at the exhibitor's expense. Hanging signs are not permitted over inline booths.

Regardless of the number of inline booths utilized, display materials should be arranged in such a manner so as not to obstruct sight lines of neighboring exhibitors. The maximum height of 8 ft (2.44m) is allowed only on the rear half of the booth space, with a 4ft (1.22m) height restriction imposed on all materials in the remaining space forward to the aisle. Note: When three or more inline booths are used in combination as a single exhibit space, the 4ft (1.22m) height limitation is applied only to that portion of exhibit space which is within 10ft (3.05m) of an adjoining booth.

#### 7. Corner Booth

A corner booth is an inline booth at the end of a series of inline booths with exposure to intersecting aisles on two sides. All other guidelines for inline booths apply,

#### 8. Island Booth

An island booth is exposed to aisles on all four sides. An island booth is typically 400 square feet (20'x20') or larger, although it may be configured differently. Exhibitors who wish to construct an island booth are required to submit a drawing, rendering or plans (preferably digital) to ASCO for approval at least 60 days prior to the Annual Meeting. Any changes that occur after initial submission must be resubmitted to ASCO for approval prior to the Meeting. Multi-level island booths are not permitted.

Island booths should be constructed to allow access from all sides. Where ever possible booth components should be at least two feet (2') inside the booth's perimeter to allow attendees to view booth items within the confines of the booth. In addition, island booths should have open sight lines around and through the design, so that the surrounding area can be viewed through the booth and that neighboring booths are not inappropriately obstructed. 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 ASCO 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 backed out to accommodate exhibitors' lighting requirements at ASCO's discretion. ASCO will not approve backing out overhead lights which may affect aisles or another exhibitor's space. The exhibitor is responsible for all costs associated with this request.

#### 9. Rigging Requirements

Exhibitors who wish to order rigging must submit a drawing, rendering or plans (preferably digital) of the item(s) to ASCO for approval no less than 60 days prior to the first move in day of the Annual Meeting.

All rigging, including signs, lighting, and truss, must be installed on the Monday prior to the start of the Annual 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 no less than 60 days prior to the first move in day.

#### 10. Tabletop Exhibits

For ASCO 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.

#### 11. Prohibited Activities and Items in the Exhibit Hall

Group activities of any kind, including delivery of didactic lectures and presentations, are prohibited in the Exhibit Hall. Exhibitors may provide company and/or product information to attendees on a one-to-one basis.

Exhibitors may offer written and online materials through which attendees can obtain CME credit. In offering these materials exhibitors must comply with the other prohibitions in this section, including the prohibitions on group activities, didactic lectures, and theater style seating. Exhibitors may not suggest that ASCO serves as the CME provider, or is involved in or endorses the CME materials in any way.

Contests and games, including games of chance, are prohibited. However, ASCO may grant individual exhibitors permission to use interactive quizzes to educate attendees about company and/or product information. Quizzes should be designed for non-competitive participation by individual attendees. Quizzes must be submitted for approval at least 60 days prior to the first move in day for the Annual Meeting and by the deadline on the Booth Activity Approval Form for the ASCO Symposia. ASCO will not approve quizzes with distracting features, including flashing colors and sound effects.

ASCO may also, on a limited basis, grant individual exhibitors permission to have drawings for prizes. Any drawing must be conducted in compliance with applicable

laws and regulations, and prizes must be consistent with the requirements for giveaways set forth in Section IV.F of this Policy. ASCO will not approve drawings where attendees are required to be present in the Exhibit Hall at the time of the drawing to win. Timing of the drawings should not compete inappropriately with meeting sessions and is subject to approval by ASCO. Contests must be submitted for approval at least 60 days prior to the first move in day for the Annual Meeting and by the deadline on the Booth Activity Approval Form for the ASCO Symposia. Exhibitors must submit copies of any applicable permits or licenses upon request.

The following apply to exhibitors and are prohibited in the Exhibit Hall:

- Microphones
- Theater style seating
- Live delivery of didactic lectures and presentations
- Group activities of any kind
- Balloons/lighter than air objects
- Flashing lights
- Playing or performing of recorded or live music during the published Exhibit Hall Hours
- Distribution of coupons or vouchers for meals, entertainment, and personal services to meeting attendees
- Distribution of alcoholic beverages in exhibit booths
- 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 ASCO or The ASCO Cancer Foundation'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 ASCO Trademarks see Section VII.
- Unauthorized reproduction or distribution of ASCO abstracts
- Contests and games, including games of chance, with the exception of interactive quizzes and drawings approved in advance by ASCO
- Magicians, jugglers, motivational speakers, sleight of hand artists, or illusionists
- Multi-level island booths
- 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 ASCO in writing
- Excessive amplification devices which may result in the disturbance of other exhibitors
- Food or beverages with noticeable odors

## 12. Prohibition Upon Fundraising

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

## 13. Prohibition Upon Sales

Publishing companies are permitted to sell oncology-related books and journals during Exhibit Hall hours. Otherwise, no selling is permitted in the booth. All other companies/organizations are limited to taking orders for products and services.

Publishers selling items in their booth are required to collect and remit city and state sales taxes.

#### 14. Operation of the Exhibit Booth

All booth activities and queuing must be contained in the individual exhibitor's booth. Excessive amplification devices 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.

A targeted move-in schedule will be included in the Exhibitor Service Manual sent to the exhibitor contact approximately 90 days prior to the start of the Meeting. No installation of booths or display materials is allowed during published Exhibit Hall open hours. Exhibits must remain fully intact and staffed at all times during the published Exhibit Hall open hours. Dismantling and packing of exhibits will not be permitted until the published dismantling times. Failure to comply may result in disciplinary action, as set forth in Section VIII.

#### 15. 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 ASCO policies, applicable law and terms of the Exhibitor Agreement, and conduct themselves in a professional manner.

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.

Personnel not commercially connected with the industry may not be employed to assist in the exhibitor's booth without the written permission of ASCO. All exhibit personnel attire must be professional in appearance.

#### 16. Photography, Video Recording, and Audio Recording

Exhibitors must obtain ASCO's written approval to photograph, videotape, and/or audiotape in the Exhibit Hall. Exhibitors who do not wish to use the official photographer listed in the Exhibitor Service Manual must request that the exhibitor-appointed photographer provide ASCO with proof of adequate insurance upon request and may be required to make arrangements for security services at their own expense. Exhibitors will only be permitted to photograph, videotape, and/or audiotape their own booth space. Exhibitors may not photograph or videotape other exhibitors' or organizations' exhibits and/or Exhibit Hall attendees. All photography, video, and audio equipment must remain with exhibitors' booth space and must not disrupt visitor traffic. Photographing, audio recording, and video recording occurring other than in an exhibitor's booth are governed by ASCO Media Policies.

#### 17. 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 ASCO no later than 60 days in advance of the Annual Meeting and by the deadline on the Booth Activity Approval Form for ASCO Symposia. Approval is at ASCO's discretion. Any exhibitors found providing food or beverages that have not been approved or are not compliant with ASCO policies will be required to cease immediately. ASCO will not accept onsite requests for provision of food or beverages. All food and beverage requests must also comply with the rules and regulations of the official provider designated by the convention center.

## F. Giveaways

### 1. 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 ASCO'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 and must not exceed \$100 in value. Giveaways must be available to all registered attendees immediately upon request.

Giveaways by Non-Profit Exhibitors and Government Agencies: All giveaways by non-profit exhibitors and government agencies must not exceed \$100 in value and must be 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.

### 2. Specific Giveaway Restrictions

Tote bag giveaways must be professional in appearance and in function. Oversize tote bags (those exceeding 16"x18"x6") and tote bags with wheels are prohibited. Tote bags must be neutral or otherwise muted in color (i.e., black, grey, white, dark blue, maroon, brown, beige or tan). A sample tote bag (not a paper rendering) must be submitted to ASCO for approval no later than 60 days prior to the Annual Meeting and by the deadline on the Giveaway Approval Form for ASCO Symposia. Please note: Tote bags are not eligible giveaways for commercial exhibitors.

Cash and/or cash equivalents may not be offered to attendees. Distribution of coupons or vouchers for meals, entertainment, and personal services to meeting attendees 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.

Distribution of giveaways and other promotional items in event facilities outside of the exhibit booth or outside of designated meeting exhibit space at event hotels is prohibited for the duration of the ASCO Annual Meeting and ASCO Symposia.

### 3. Advance Approval Required

Except for the items listed below, all giveaways must be approved by ASCO. To obtain approval, exhibitors must submit a Giveaway Approval Form to ASCO no less than 60 days prior to the first day of move in for the Annual Meeting and by the deadline on the Giveaway Approval Form for the ASCO Symposia. Approval of giveaways, including determinations as to whether an item is educational under Section IV.F.1 of this Policy, is at ASCO's discretion. Any exhibitors found distributing materials that have not been approved or are not compliant with ASCO policies will be required to cease distribution immediately. ASCO will not accept onsite requests for giveaway approvals.

The following items are eligible giveaways that can be distributed without prior approval from ASCO. In accordance with Section IV.F.1 of this Policy, the items listed below, may not exceed \$100 in value.

- Medical textbooks;
- Informational sheets/pamphlets/brochures;
- Patient assessment and tracking tools;
- Educational videos/CDs;
- Company/product information on videos/CDs;
- Educational Posters;
- Educational monographs;
- Anatomical models;
- Journal articles;
- Subscription to a relevant scientific journal; and
- Written materials that inform patients about adherence to medical regimens, healthy lifestyle choices or availability of patient assistance programs.

### 4. Porter Service Required

At the Annual Meeting, exhibitors who will be distributing giveaways must order porter service. The order form for porter service will be provided in the Exhibitor Service Manual. Porter service includes monitoring of the exhibit booth, emptying wastebaskets, and collecting empty boxes throughout Exhibit Hall open hours. Standard wastebasket emptying does not include removal of empty boxes.

### 5. Storage of Materials and Boxes

At the Annual Meeting, accessible storage for exhibitor materials will be available from the official decorator for a fee. Accessible storage items will be delivered to the exhibitor's booth by the official decorator upon request beginning at 8:00 AM the day before the Exhibit Hall opens. Boxes may not be stored in an exhibitor's booth in a visible manner. Empty boxes may not be placed in the Exhibit Hall aisles, behind or adjacent to columns, or in trash cans in the Exhibit Hall for removal during Exhibit Hall hours. If an exhibitor does not properly handle empty boxes, ASCO will remove the boxes at the exhibitor's expense. The storage of materials also must comply with local Fire Department and Underwriters Laboratories' rules.

At other ASCO meetings, accessible storage may be available, depending upon location and storage limitations. For these meetings, information regarding accessible storage availability will be included in the Exhibitor Service Manual.

## **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 ASCO 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 ASCO 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 ASCO 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 ASCO no less than 30 days prior to the first move in day for the Annual Meeting or by the designated deadline included in the Exhibitor Service Manual for the ASCO Symposia, 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 ASCO's Control**

1. ASCO Right of Termination

ASCO 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 ASCO, unfit for occupancy, or are substantially interfered with by any cause or causes not reasonably within the control of ASCO, the Exhibitor Agreement may be terminated by ASCO.

2. Pro-Rated Refund

Should ASCO terminate the Exhibitor Agreement due to the occurrence of circumstances not reasonably within the control of ASCO or because ASCO has determined that the premises are or may become unfit for occupancy, the exhibitor waives any and all claims for damages and agrees that ASCO may, after computing the total amount refundable to all exhibitors (*i.e.*, the excess of the total of exhibitors' deposits held by ASCO over ASCO'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 American Society of Clinical Oncology, J. Spargo & Associates, Brede Exposition Services/Allied Division, the meeting facility, and the employees and agents of each ("ASCO Indemnitees"), 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 ASCO Indemnitees, or excluded below.

### **2. Exclusions from Liability**

The exhibitor shall not be liable to the ASCO Indemnitees for any loss or damage resulting from the perils of fire, lightning, windstorm, cyclone, tornado, hail, riot attending a strike, terrorism, widespread infectious or contagious diseases, civil commotion, smoke, motor vehicle damage, or aircraft damage, nor may the exhibitor hold the ASCO Indemnitees 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 \$1,000,000 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 ASCO, or its agent or representative upon request.

## **K. Security**

ASCO will provide overall security guard service for the duration of the meeting, but neither ASCO nor J. Spargo & Associates 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. Notifications**

ASCO will send an Exhibitor Service Manual and supplemental notifications via e-mail 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 ASCO's Designated Housing Agent**

Exhibitors and their guests must use ASCO's Designated Housing Agent to procure housing for current and future ASCO 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 ASCO participating hotels for current or future ASCO meetings. Exhibiting companies who do not utilize the ASCO Housing Center to secure hotel rooms will be subject to a 10% surcharge on their exhibit space rental rate and will be billed accordingly.

#### **N. Cancellation by Exhibitor**

In the event of cancellation by an exhibitor, ASCO shall determine an assessment covering the reassignment of space, prior services performed, and other damages related to cancellation, according to the schedule stated on the "Application for Exhibit Space."

ASCO must receive notification of the cancellation in writing. The date that the cancellation notice is received by ASCO will determine the assessment charges. In the event of either a full or partial cancellation of space by an exhibitor, ASCO reserves the right to reassign canceled booth space, regardless of the cancellation assessment. Subsequent reassignment of canceled space does not relieve the canceling exhibitor of the obligation to pay the cancellation assessment. Payment of assessment charges must be received by ASCO within 30 days of cancellation.

In the event of cancellation by an exhibitor, at no time can the amount paid for exhibit space fee be donated to or recognized as support for The ASCO Cancer Foundation.

#### **V. PUBLIC RELATIONS**

Organizations planning media events during any ASCO meeting are required to coordinate with ASCO's Communications Department. With the exception of events sponsored by ASCO, press events such as media briefings, news conferences, press receptions, etc. are not permitted onsite at ASCO meetings. Companies may submit requests for hotel space to hold press events on meeting days; however, events must not conflict with the ASCO meeting, specified blackout times, or ASCO policies.

ASCO provides a designated Corporate and Institutional Press Materials area for the distribution of press releases directly related to abstracts being presented at ASCO meetings. All news releases must prominently display the corresponding abstract number(s), the specific embargo date and time, and must adhere fully to ASCO's embargo policies. ASCO does not approve or endorse the content of third party press materials, and will display these materials strictly as non-ASCO literature. Marketing/promotional materials are not permitted.

ASCO's Corporate and Institutional Public Relations Policies may be obtained through ASCO's website ([www.asco.org](http://www.asco.org)) or by contacting ASCO's Communications and Patient Information Department at 571-483-1300.

#### **VI. FUNDRAISING**

ASCO and The ASCO Cancer Foundation do not permit commercial firms or other organizations to engage in fundraising activities of any kind in ASCO space. ASCO and The ASCO Cancer Foundation 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 ASCO or The ASCO Cancer Foundation. For additional information, please contact The ASCO Cancer Foundation Office at 571-483-1700.

#### **VII. USE OF THE ASCO AND THE ASCO CANCER FOUNDATION NAMES AND MARKS**

All names, marks, brands, logos, designs, trade dress, slogans, and other designations of ASCO and The ASCO Cancer Foundation, including ASCO®, American Society of Clinical Oncology®, The ASCO Cancer

Foundation<sup>®</sup>, Cancer.Net<sup>™</sup>, the Journal of Clinical Oncology<sup>®</sup>, Making a world of difference in cancer care<sup>™</sup>, and the name of any ASCO or ASCO co-sponsored meeting (each an “ASCO trademark”) are the sole and exclusive property of ASCO. Use of any ASCO trademark without ASCO’s prior written permission is strictly prohibited, except for use of ASCO’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.

For further information about ASCO’s rights and permissions program, send an e-mail to [permissions@asco.org](mailto:permissions@asco.org) or contact ASCO Permissions at 571-483-1300. ASCO staff members are available to answer questions regarding use of the ASCO name and trademarks.

## **VIII. DISCIPLINARY ACTION**

ASCO 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 ASCO. Disciplinary action is in ASCO’s discretion. Violations may be handled informally through discussion between an ASCO representative and a representative of the violating organization. For instance, a policy violation may be corrected at a company’s booth during an ASCO meeting or during setup.

In rare cases, an exhibitor or other organization may be asked to leave an ASCO 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 ASCO review the matter, provided, however, that such dismissal will be effective immediately and will continue until and unless ASCO issues a contrary decision.

Where other disciplinary action is warranted (even, in some cases, where there has been an informal correction during a meeting), ASCO 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, ASCO will impose the disciplinary action, if any, deemed appropriate in ASCO’s discretion.

Possible disciplinary actions include, but are not limited to, suspension from involvement in upcoming or future ASCO 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 Satellite Symposia, other discipline provisions may apply. Please see the Policy for Independent Satellite Symposia.

**Questions regarding this and other ASCO/The ASCO Cancer Foundation policies may be directed to:**

ASCO  
2318 Mill Road, Suite 800  
Alexandria, VA 22314  
Phone: 571-483-1300  
FAX: 703-299-0255  
E-mail: [exhibits@asco.org](mailto:exhibits@asco.org)

The ASCO Cancer Foundation Office  
Phone: 571-483-1700  
E-mail: [foundation@asco.org](mailto:foundation@asco.org)