

ADA Exhibiting Standards

SmileCon™ 2021, Las Vegas, Nevada • Dental Central October 11-13

The ADA welcomes exhibitors because they constitute an important means of keeping the dentist informed of new and better products and services for their practices. However, exhibits, products, booth backdrops and promotional materials must be factual, dignified and tasteful, and provide useful product and service information. These standards similarly apply to all product specific promotional material submitted to ADA programs.

That a company has exhibited at the ADA annual meeting must not be referred to in any advertising or promotion, nor is exhibiting to be construed as an endorsement or approval of the company or any of its products or services by the Association or any of its subsidiaries, councils, commissions, or agencies. However, a company may reference its current participation to encourage attendees to visit the company's booth at the meeting itself.

The ADA or its Committee on Annual Meetings (CAM) may accept or reject any application to exhibit in its sole discretion, and has full and final authority to interpret, amend or supplement these Guidelines, Rules and Regulations. Exhibitors, by applying for and accepting exhibit space, agree to abide by these Guidelines, Rules and Regulations and any that may hereafter be adopted.

Exhibitors who violate any of these Guidelines, Rules and Regulations may be subject in the sole discretion of the ADA to exclusion and/or restriction, as well as sanctions outlined herein.

General Eligibility Requirements

1. All exhibits submitted for display are subject to review. The ADA reserves the right in its sole discretion to accept or reject any application for space.
2. Products that are in an ADA Seal program must also satisfy all requirements of the Council on Scientific Affairs in addition to these Exhibiting Standards. Further information on the evaluation programs of the Council on Scientific Affairs is available by contacting the council office at 312.440.2502.
3. Exhibits must not be deceptive or misleading. All claims of fact must be fully supported and meaningful in terms of performance or any other benefit. The ADA reserves the right to request additional information as needed. Exhibits will not be accepted if they conflict with or appear to violate ADA policy, the ADA Principles of Ethics and Code of Professional Conduct or its Constitution and Bylaws, or are deemed offensive in either text or artwork, or contain attacks of a personal, racial or religious nature. The ADA reserves the right to decline an application for any product involved with a government agency challenge or denial of product marketing, and for any technique or product that is the subject of an unfavorable or cautionary report by an agency of the ADA.
4. Products or services eligible for exhibiting at the ADA annual meeting must be germane to, and effective and useful in, the practice of dentistry. However, products and services offered by responsible companies that are not related to dentistry, but are of interest to dentists, may exhibit, at the discretion of CAM, but will not be assigned space until all dental-related companies receive their assignments.
5. Exhibitors certify that promotional materials and exhibited products satisfy applicable government laws and regulations such as equal opportunity laws and regulations covering new drug applications and prescription drug advertising. For example, products that require approval by the U.S. Food and Drug Administration for marketing must receive this approval before being eligible and must include "full disclosure" when required. It is the sole responsibility of the exhibitor to conform to regulations of the FDA and all legal requirements for the content of claims made for products. Acceptance of exhibiting at the ADA annual meeting is not to be construed as a guarantee that the manufacturer has complied with such laws and regulations.
6. **Complete scientific and technical data, whether published or unpublished, concerning product safety, operation and usefulness should be made available during the exhibition to support claims.**
7. **Promotional literature and booth copy may cite, in footnotes, references from dental and other scientific literature provided the reference is truthful and is a fair and accurate representation of the body of literature supporting the claim made.**
8. **Comparative advertising claims for competing products and services must be substantiated adequately. Companies wanting to make comparative claims must comply with the ADA Criteria for Substantiation of Comparative Claims. Unwarranted disparagements or unfair comparisons of a competitor's products or services will not be allowed.**
9. Exhibits with respect to employment, purchase of practice, participation or any other contractual relationship with any dental care delivery mode or system may exhibit (at the sole discretion of CAM) and will be assigned space within the Marketplace as CAM deems appropriate.
10. Alcoholic beverages and tobacco products are not eligible for exhibition. Non-nutritive sweeteners, special purpose foods or dietary supplements are eligible only when product statements of properties, performance, nutrient values and beneficial results are such that they can be verified by adequate data available in well-accepted literature. Books and electronic media related to the practice of dentistry or of interest to dentists and their families are eligible for exhibition.
11. An exhibit which includes promotion for a future educational course is eligible if it is offered by a provider that is recognized by the ADA Continuing Education Recognition Program (ADA CERP) or conducted under the auspices of the following organizations: an ADA constituent or component dental society, an ADA recognized dental specialty certifying board or sponsoring organization; an accredited dental or medical school; or any organization specifically referred to in the Bylaws of the ADA; and educational Approval for Continuing Education (AGD PACE). Eligibility for a course conducted by or under the auspices of an organization or commercial entity other than the aforementioned will be determined on a case-by-case basis and in the sole discretion of CAM.

12. The exhibitor and the product or service being offered should be clearly identified. In the case of drug promotions, the full generic name of each active ingredient will appear.
13. Promotions that simulate editorial content must be clearly identified as advertising. The word "advertisement" must be displayed prominently.
14. Guarantees may be used by exhibitors provided the statements that are "guaranteed" are truthful and can be substantiated. No guarantee should be used without disclosing its conditions and limitations. When space or time restrictions preclude such disclosures, the promotion must clearly reveal where the full text of the guarantee can be examined before purchase.
15. Exhibits and related collateral must not quote the names, statements or writings of any individual, public official government agency, testing group or other organization without their express written consent. Guidelines for the use of testimonials are available upon request.
16. Miscellaneous products and services not specified in these standards may be eligible to exhibit on a case-by-case basis, at the sole discretion of the ADA.

For questions regarding the ADA Exhibiting Standards, please contact the exhibit office at 312.617.2919 or rhonda@corcexpo.com.

Exhibit Space Assignment Criteria

All applicants for exhibit space are required to read the 2021 ADA Exhibiting Standards and Regulations and complete the formal SmileCon Application and Contract.

Exhibitors must apply online for exhibit space at ADA.org/en (refer to SmileCon). Until the applicant receives final written acceptance or denial of exhibit space, any funds expended for the development or construction of an exhibit booth or any other related expenditures are at the applicant's own risk.

Each applicant acknowledges and agrees that the ADA will not be responsible for any damages, losses, costs, expenses or contractual liabilities incurred by the applicant prior to receipt of the final notice of acceptance or denial of exhibit space. The ADA's maximum liability will not in any case exceed the applicant's rental payment made to the American Dental Association.

All applicants for exhibit space must be in good financial standing with the ADA and its agencies and subsidiaries in order to be accepted as exhibitors.

Cancellation and Refund Policy

If written notice of cancellation or reduction of booth space is received prior to **June 23, 2021**, exhibitor agrees to pay a cancellation fee equal to \$1,000 per 10' x 10' booth space. If written notice of cancellation or reduction of booth space is received on or after **June 23, 2021**, exhibitor agrees to pay a cancellation fee equal to 100% of the total fee for booth space. These cancellation fee terms will apply regardless of the execution date of the application. If the ADA does not receive any notice of cancellation in writing, the exhibitor will be liable for 100% of the total fee for booth space.

Waiver, Assumption of Risk and Release

Show Management cannot prevent you from becoming exposed to, contracting, or spreading COVID-19 or any other communicable disease while attending the exposition. It is not possible to prevent against the presence of the disease. Therefore, if you choose to exhibit at and attend the exposition you may be exposing yourself to and/or increasing your risk of contracting or spreading COVID-19 or another communicable disease. We have read and understood the above warning concerning COVID-19 and communicable disease. We hereby choose to accept the risk of contracting COVID-19 for myself and/or my agents and employees in order to exhibit at and attend the exposition. These services are of such value to me that we accept the risk of being exposed to, contracting, and/or spreading COVID-19 or other communicable disease in order to exhibit at and attend the exposition. We hereby forever release and waive my right to bring suit against Show Management and its owners, officers, directors, managers, officials, trustees, agents, employees, or other representatives in connection with exposure, infection, and/or spread of COVID-19 or other communicable disease related attendance at the exhibition. We understand that this waiver means we give up the right to bring any claims including for personal injuries, death, disease or property losses, or any other loss, including but not limited to claims of negligence and give up any claim we may have to seek damages, whether known or unknown, foreseen or unforeseen.

In addition to above, exhibitor and all booth representatives agree to the following:

1. Exhibitor shall notify all booth representatives that they must:
 - a. Stay home if they have COVID-19 symptoms or if they believe they may have been exposed to someone with COVID-19 symptoms.
 - b. Wash hands with soap and water for at least 20 seconds after blowing their nose; coughing, or sneezing; and going to the bathroom during the Event.
 - c. Cover their mouth and nose with a tissue when they cough or sneeze during the Event. Throw away used tissues in a lined trash can. Immediately wash your hands with soap and water for at least 20 seconds. If soap and water are not available, clean your hands with an alcohol-based hand sanitizer that contains at least 60% alcohol.
2. All booth representatives and other persons entering the Event may be required to (i) have their temperatures taken prior to entering the Premises, and (ii) wear a mask or face cover in any common areas of the Premises including but not limited to entering the building, riding on the elevators, entering restrooms, and walking in hallways. Any person registering a temperature above normal limits shall be prohibited from entering the Premises.
3. Physical distancing (i.e., maintaining a greater than six-foot distance from other people and avoiding or limiting direct contact with objects) is required in the Premises and in all common areas, including inside the elevators.
4. Hand sanitizer stands have been placed in common areas of the Premises.
5. ADA reserves the right to ask any booth representative who is not complying with these and other requirements to leave the Premises.
6. ADA reserves the right to ask booth representatives and other persons entering the building to sign a waiver of liability prior to being allowed on the Premises.
7. All COVID-19 requirements are subject to change pursuant to any federal, state, and/or local laws, rules, guidelines and/or requirements (including but not limited to CDC guidance).

Criteria for Substantiation of Comparative Claims

The following Criteria for Substantiation of Comparative Claims provide guidance to exhibitors on what constitutes “adequate substantiation.” The ultimate test is whether the claim, when viewed in the context of the advertisement as a whole, is false or materially misleading. Comparative advertisements may include the use of a competitor’s name and the description of a comparable product or service, including price, if the comparison is made in a manner that is not false or misleading. Companies can also use other types of analysis that are acceptable to the ADA to support comparative claims.

1. Comparative claims relating to clinical safety or efficacy (e.g., caries reduction, gingivitis reduction, soft tissue irritation, etc.), should be supported by results from at least one well-designed clinical study that directly compares the products. Additional studies may be required.
2. Comparative claims relating to attributes that **imply** clinical efficacy (e.g., increased fluoride uptake, increased compressive strength, increased retention of a plaque germ-killing ingredient, etc.) should be supported by results from at least one well-designed in-vitro study that directly compares the products. Additional studies may be required. The claims should be footnoted with the statement, “Clinical benefit has not been established.”
3. Clinical studies should follow accepted principles of good study design (e.g., independent, blinded if appropriate, adequately powered, well controlled [should normally include a negative control, if ethical, to validate the study], randomized, prospective, etc.), and study subjects should be representative of the population for whom the product is intended.
4. Indices used to measure various clinical outcomes (e.g., gingival indices, plaque indices, etc.) should be reliable and reproducible, and should have been published in a peer-reviewed journal.
5. All available studies comparing the products or formulations in question should be submitted on request.
6. If other comparative studies give conflicting results, advertising claims will not be accepted unless they reflect these results.
7. Results should be both statistically analyzed and shown to be clinically meaningful.
8. Studies should analyze and compare the change in the measured parameter for the test product vs. the change in that parameter for the compared product.

Rules & Regulations

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In addition to being subject to restriction or termination, ADA exhibitors who violate any of the policies, rules, regulations or exhibiting standards presented in these guidelines will be subject to the following sanctions.

Sanctions

1st violation

Loss of current year priority points

2nd violation

Loss of half of accrued priority points

3rd violation

Loss of all accrued priority points

4th violation

Loss of all accrued priority points, closure of the exhibit for the remainder of the current exhibition and ineligibility to exhibit at the next year's exhibition.

Failure to Occupy Space

Any exhibit space at the Mandalay Bay Convention Center that is not occupied by 4 p.m. on Sunday, October 10, will be forfeited by the exhibitor unless arrangements for delayed occupancy have been made in writing to the ADA Exhibit Office.

Exhibitor-Sponsored Events and Educational Programs

As a condition of the ADA accepting the exhibitor's application for space, the exhibitor agrees that exhibitors may not run focus groups; seminars or programs at hotels or other event locations during exhibit hall or scientific program hours.

The ADA offers a comprehensive scientific program on a full array of dental topics during the Scientific Session. It is the program that attracts the most members to the meeting. Therefore, the ADA prohibits educational forums that detract from the activities at the annual meeting during the days of the annual meeting.

Please be aware that exhibitors cannot utilize speakers who are on the current-year ADA scientific program. The agreement for all clinicians speaking at the ADA annual meeting prohibits them from speaking for 30 days before and 30 days after the 2021 meeting within a 100-mile radius of Las Vegas, Nevada.

Exhibitors must disclose to the ADA Exhibit Management Office all offsite events, seminars, focus groups or programs not held at an official ADA hotel or the convention center.

Note: Exhibitors are advised that hospitality suites may not operate during Scientific Program and Exhibit hours. Any violation of this stipulation will cause sanctions to be applied to the exhibitor. Please review program and exhibit days and hours before completing your plans.

Precious Alloy Exhibitors*

Exhibitors who sell dental gold as gold coins and gold used in decorative items such as jewelry and objects of art are required to submit a signed affidavit agreeing to invoice dental gold as such and separately from gold coins, gold jewelry, gold objects of art and gold used in or for coins, jewelry or objects of art.

Affidavits will be sent to all precious alloy exhibitors upon acceptance of their exhibit application, and submission of the affidavits, completed and signed, is a prerequisite for permission to exhibit.

Laser Exhibiting*

The ADA is concerned that exhibitors showing lasers comply with recommended safety precautions. Therefore, the ADA has established the following procedures for laser demonstrations:

1. Lasers must be operated only within a suitable enclosed space with eye protection for those viewing and operating the laser.
2. All demonstrations of CO2 lasers must be conducted in clear plastic boxes with top and sides enclosed.
3. Appropriately colored plastic cubicles must also be available for other types of lasers being demonstrated.
4. No laser equipment may be left unattended in operable condition.
5. An exhibitor may not promote or demonstrate use of laser instruments by dental auxiliaries.
6. Laser exhibiting companies are required to submit a form provided by the ADA agreeing to comply with the requirements as indicated above. Submission of the completed and signed form is prerequisite for permission to exhibit.

Sales and Solicitation Prohibition

Over-the-counter sales of items within the technical exhibition halls are strictly prohibited. No items may be exchanged for cash, check, credit card payment or any other consideration within the Exhibit Hall. In addition, fund-raising is strictly prohibited. Taking orders or fund-raising pledges for future delivery outside the Exhibit Hall are acceptable. By submitting an application and contract for exhibit space, all exhibitors agree to abide by these restrictions.

Tax Information/Sales Tax

Exhibitors' activities, such as taking orders of merchandise for future delivery, may be required to have a valid Nevada Seller's Permit. For information about the tax requirements in Nevada you may contact the State of Nevada Department of Taxation website: <https://tax.nv.gov> or by phone 866.962.3707. Exhibitors are encouraged to consult with their tax advisors for specific tax advice.

Business Activities Outside of Booth Space

All business activities of the exhibitor must be confined to the booth space rented. No business activities are to be undertaken in any aisles, lobbies or other areas of the convention center, or official ADA Hotels.

*See related form in Exhibitor Service Manual.

Rules & Regulations *continued*

Subletting Space

Subletting, sharing, allocation, partnering or any other similar arrangement of space is prohibited. An exhibitor may neither assign, allocate, nor apportion the whole or any part of space allotted, or display any goods other than those manufactured or distributed by the exhibitor in the regular course of the exhibitor's business, nor permit any representative of any other firm to solicit business or take orders in the exhibitor's space. The featuring of names or advertisements of non-exhibiting firms or businesses will not be permitted.

Sales by Non-Exhibiting Companies

Solicitation by non-exhibitors is prohibited. Firms and representatives not assigned exhibit space are prohibited from soliciting business in any form in Mandalay Bay and all ADA official hotels. Violators of this prohibition will be required to immediately leave the convention center.

Distribution of Samples and Souvenirs

Distribution of samples of approved products is permissible. Approval to distribute items other than products, such as souvenirs, must be obtained from the ADA. Distribution of products or souvenirs will be allowed, provided it is done in a dignified manner, does not create a nuisance and causes no interference with adjoining exhibits. Should a nuisance or traffic problem due to the distribution of products or souvenirs occur, the exhibitor will be requested to halt distribution, or to distribute the item only at certain times. Helium balloons are not permissible at any time as part of the décor or as handouts.

Permissible giveaways, magazines, merchandise, literature and souvenirs may be distributed only within an exhibitor's booth.

Regulations also apply to all hotels used by the ADA to house meeting attendees.

Food and Beverage in Booth*

Exhibitors are allowed to dispense food or beverage from their booth space provided that food or beverage is purchased from the Mandalay Bay Convention Center. The exhibitor must also comply with all convention center regulations regarding food and beverage dispensing.

Exhibitor-Sponsored Contests

Exhibitors who want to sponsor any type of contest, raffle or drawing for prizes must obtain approval from ADA.

Among other requirements, which the ADA in its discretion may prescribe, the following rules must be adhered to:

1. The exhibitor must comply with all local, state and federal laws that apply to such raffles, contests or drawings.
2. Contest, raffle or drawing rules must be posted at the booth. The rules must include eligibility, date and time of drawing (contest, raffle), the words "no purchase necessary to enter," in bold prominent print, odds of winning, how winners will be notified, how participants may find out who won, etc.
3. The ADA Exhibit Office must be notified of the name(s) of the winner(s) when the prize(s) has been awarded.

Audio and/or Video Broadcasting

Exhibitors are not allowed to conduct any live or taped video or audio broadcasts from their booth space or from anywhere else in the convention center without prior written consent from the ADA. If approved, security escorts for such activities must be arranged through the ADA Exhibit Office and the cost of security may be charged to the exhibitor. If you have questions, please contact the ADA Exhibit Office at 312.617.2919.

Photography and or Video Recording

Exhibitors are not allowed to photograph or videotape any booth other than that of the company they represent. Videotaping of a company's own booth is permitted and requires prior approval from the ADA Exhibit Office. Security escorts for such activities must be arranged through the ADA Exhibit Office and the cost of security may be charged to the exhibitor. If you wish to request a variance from this policy, please contact the ADA Exhibit Office at 312.617.2919.

Flammable Substances*

Gasoline, kerosene, acetylene or other flammable or explosive substances are neither permitted nor used in the building. No combustible decoration such as crepe paper, tissue paper, cardboard or corrugated paper is to be used at any time. Helium balloons are not permissible. All packing containers, excelsior and wrapper paper are to be removed from the exhibit floor and must not be stored under tables or behind displays. Storage labels are provided.

Any vehicle or other apparatus, which has a fuel tank and is part of a display, is required to be equipped with a locking (or taped) gas cap and can contain no more than one gallon of gasoline. Battery cables must be disconnected once the vehicle is positioned. The engine cannot be operated during show hours. Refueling must be done off property. Exhibitors with display vehicles should make arrangements for move-in and move-out by contacting the general services contractor for setup/marshaling instructions.

Noise*

Sound systems, loudspeakers, phonographs, sound movies, video projectors or megaphones must not interfere with adjoining exhibits. Movies or video projectors must be located so as not to interfere with other exhibitors or aisle space, and operation of such equipment must conform to rules of the Mandalay Bay Convention Center.

Theater Presentations

Exhibitors whose booths involve a theater or ongoing presentations must submit a complete lineup and script of the presentations for content review, along with any scheduled speakers appearing in the booth.

Music

The playing of any music on the exhibit floor is not permitted. This applies to live and recorded music, including that played on videotapes. While the ADA has license agreements with the American Society of Composers, Authors, and Publishers (ASCAP) and Broadcast Music, Inc. (BMI), the ADA cannot accept responsibility for music played by exhibitors.

*See related form in Exhibitor Service Manual.

Rules & Regulations *continued*

Live Models

Exhibitors are prohibited from conducting live demonstrations involving clinical procedures on patients or live models.

Animals

Except for compliance with the Americans with Disabilities Act, no animals shall be permitted to enter any meeting, lobby or exhibit space utilized for the ADA annual meeting.

Meeting Space and Sleeping Room Blocks at Hotels

Paid exhibitors will have the ability to request meeting space and/or to secure a block of 20 or more rooms at official ADA hotels. The ADA reserves the right to review all requests and assign hotel meeting space and sleeping rooms based on availability. Exhibitors will be contacted if one of their hotel preferences is not available before an alternate assignment is made.

Meeting room requests must be submitted to the ADA online. All information must be completed before requests are considered. Space will be assigned based on availability.

Exhibitor meetings or events at hotels are not permitted during exhibit hours (with the exception of meetings solely for exhibitor personnel, which may not include any other meeting registrants).

Exhibitors may not run focus groups, seminars or programs at hotels or other event locations during exhibit hall or scientific program hours.

Exhibitors must disclose to the ADA Exhibit Management Office all offsite events, seminars, focus groups or programs not held at an official ADA hotel or the convention center.

All requests for meeting space and sleeping room blocks at official ADA hotels must be processed by the ADA. Exhibiting companies are not permitted to contract meeting space or sleeping room blocks directly with official ADA hotels.

Cancellation

The ADA reserves the right at its sole discretion to cancel any exhibit application or agreement at any time if the applicant has violated, or the ADA reasonably believes that the applicant will violate, any of these exhibit rules and regulations or has engaged in or is engaging in any activity that reflects negatively on the ADA's favorable image, goodwill, reputation or acceptance by its members or the public. The ADA will not be liable for special, consequential or incidental damages, loss or expense, directly or indirectly, arising from, or in connection with, the cancellation of this exhibit, notwithstanding notice to the ADA of the possibility of such damages, loss or expense. The ADA's maximum liability will not in any case exceed the rental payment made to the ADA by the exhibitor.

Non-Official Vendors

The ADA has contracted with specific vendors to provide goods and services to its exhibiting companies at the annual meeting and Exhibit Hall. The list of these vendors is provided in the Exhibitor Services Manual.

If an exhibiting company chooses to secure products or services through a "Non-Official" vendor, then the exhibiting company must complete the Exhibitor Appointed Contractor (EAC) Form in the Exhibitor Service Manual. The "Non-Official" vendor must also

provide a certificate of insurance prior to being allowed access to the annual meeting exhibit floor. The exhibiting company will be responsible for all related costs.

Exhibitor-Appointed Contractors (EAC)*

If your company plans to use a contractor other than the General Services Contractor, you will need to complete the Exhibitor Appointed Contractor (EAC) Form in the Exhibitor Services Manual. Notification must come from the exhibiting company, not the independent contractor. Independent contractors may not contact ADA for service manuals, booth numbers, floor plans, or other information related to the exhibitor's booth. The exhibitor must also notify the General Service Contractor by completing their form in the Exhibitor Service Manual no later than 30 days prior to the first move-in day. Failure to do so will result in the inability of the contractor to service your exhibit.

Independent contractors may not set up hospitality desks or otherwise utilize any part of the exhibit hall for conducting business other than the assembling and dismantling of the booths for which they have been contracted and approved. All of the equipment belonging to the independent contractor must be contained within the booth(s) they have been contracted to assemble/dismantle.

An EAC designated supervisor must register at the security check-in desk before going to the exhibit hall. A security check-in desk will be open at 8:00 am each day during move-in and dismantling. One representative for each exhibitor appointed contractor may pick up all wristbands for the day. An official exhibitor badge is required during exhibit hours for your own management personnel.

Independent contractors must abide by all guidelines, rules and regulations as published by the ADA.

In addition, your selected contractor must furnish an original Certificate of Insurance issued by an insurance company authorized to do business in Las Vegas, Nevada rated as AV in the current A.M. Best's Manual and showing minimum coverage as set forth in the accompanying Certificate of Insurance. The certificate must name American Dental Association, Chicago, IL, Mandalay Bay and Freeman; and all directors, members, officers, agents, employees, affiliates and subsidiaries of each of the above. These requirements will be strictly enforced.

General Setup

Please note that for 10' x 10' booths there is an 8' height limit, and for island booths the height limit is 20'. If this limit is not adhered to it is the right of the ADA to have your booth altered to fit the height limit.

All exhibits must have carpet. Exposed parts of any display must be finished so as not to be objectionable to other exhibitors or to the ADA. The ADA shall, at the exhibitor's expense, order the decorator to provide end cap drape to cover any unfinished parts and carpet if it has not been ordered.

Empty boxes cannot be stored behind the exhibit booth; they must be removed from the exhibit hall prior to the show opening and cannot be returned prior to the conclusion.

Clean Floor Policy

In order to ensure the timely installation of aisle carpet and to ensure that the Exhibit Hall opens on time, the ADA has instituted a "clean floor policy." All empty containers must be removed and all exhibit properties must be set by 4 p.m. on Sunday, October 10, 2021. Exceptions must be communicated in writing prior to move-in.

*See related form in Exhibitor Service Manual.

Indemnification and Liability Insurance

Indemnification

By submitting an Application and Contract for Exhibit Space ('Application'), Exhibitor agrees to indemnify, hold harmless and defend the American Dental Association, Mandalay Bay, and each of their affiliates and subsidiaries, and each of their directors, members, officers, agents, employees, and representatives (each an 'Indemnified Party'), from all claims, losses, liabilities, damages, actions, judgments, penalties, costs, and expenses (including attorney fees and costs) arising in, at, out of or in connection with the Exhibitor's exhibit or the installation, maintenance, conduct, use, operation or removal of such exhibit or any part thereof, by Exhibitor or its officers, directors, employees, agents, representatives, invitees, agents or contractors. Such indemnification shall be effective regardless of any claim of negligence on the part of any Indemnified Party. This provision shall be construed to be incorporated into the Application.

Liability Insurance

As part of the Application, Exhibitor shall provide the ADA with an original Certificate of Insurance showing the applicable insurance coverage in effect through October 15, 2021 evidencing all of the coverages, with minimum limits, additional insureds and hold harmless and waiver of subrogation language, and other provisions as prescribed by the ADA in the ADA's sole discretion. For more information about required insurance and a sample Certificate of Insurance go to ADA.org/en (refer to SmileCon). The ADA reserves the right, in its sole discretion, to terminate the Application of any exhibitor failing to meet in any respect the insurance requirements set forth in this Liability Insurance section. The ADA further reserves the right, in its sole discretion, to require higher minimum limits of coverage for any exhibitor. Any exhibitor that is not required to maintain workers' compensation and employer's liability coverage under state law should contact the ADA.

The ADA and Mandalay Bay will not be responsible for damage or loss to any property belonging to the exhibitor or used in connection with its exhibit, including the shipping containers brought into or used in or about the convention center, nor for any acts or omissions of the exhibitor, its employees, agents or representatives.

Governing Law and Venue

By submitting an Application and Contract for Exhibit Space ('Application'), Exhibitor agrees that any disputes arising or relating to Exhibitor's exhibition or application to exhibit at SmileCon 2021 will be governed by and construed in accordance with the laws of the State of Illinois without giving effect to any conflict of law provisions thereof. All claims, actions, proceedings, and disputes arising out of the Application, these Rules and Regulations or ADA Exhibiting Standards shall be commenced exclusively in the federal

and/or state courts sitting in Cook County, Illinois and all parties consent to personal jurisdiction in Illinois.

ADA Seal of Acceptance for Over-The-Counter Products

Value of the Seal

The ADA Seal of Acceptance is designed to help the public and dental professionals make informed decisions about the safety and efficacy of over-the-counter dental products. While having the Seal is not a requirement to exhibit, we recommend the Seal Program as a proven mechanism for you to demonstrate to the public and to the profession that your over-the-counter products have met ADA criteria for safety and efficacy.

Upon the review and acceptance of data supporting safety and efficacy requirements, the ADA Seal is awarded by the Council on Scientific Affairs for a five-year period. Manufacturers must then renew the agreement in order to continue using the Seal. Whenever the composition of an accepted product changes, the manufacturer must resubmit the product for review and approval before it can continue to be marketed with the Seal.

The Seal has stood as a symbol of safety and efficacy since 1931 and has recognition with both consumers and dental professionals. Market research has shown that the ADA Seal on an over-the-counter product directly affects the purchasing decisions of these groups.

Qualifying for the Seal

In order to qualify for the Seal, certain requirements must be met. For example, a manufacturer who applies for the Seal must:

1. Supply objective data from clinical and/or laboratory studies that support the product's safety and efficacy.
2. Provide evidence that manufacturing and laboratory facilities are properly supervised and adequate to assure product quality.
3. Be in compliance with ADA's Seal Brand Standards and Advertising Standards.

If you would like to learn more about how your company can benefit from participation in the ADA Seal Program for Over-the-Counter Products, please write or call:

Dr. Jamie Spomer, Sr. Director
Research and Laboratories
American Dental Association
211 East Chicago Avenue
Chicago, IL 60601-2637
Phone: 312.440.2502
Email: spomerj@ada.org

