



# 2020 Virtual Conference Exhibitor and Sponsor Application and Agreement

## Contact Information

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Website: \_\_\_\_\_ Primary Contact: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Booth Representative\*: \_\_\_\_\_ Representative Email\*: \_\_\_\_\_

*\*This will be the contact information for the representative at your company who will need access to load in content and build your virtual company booth.*

## Virtual Exhibit Hall Categories:

(Select one)

Lifestyle & Behavior

Pharmaceutical

Technology/Hardware/Software

Measurement Device & Metabolic Testing

Physical Activity/Exercise

Esthetics/Appearance

Nutrition/Supplements

Services

Other

## Overcoming Obesity 2020 - Virtual (October 9-11)

Exhibit:	Virtual Hall Sponsorships:	Digital:
<ul style="list-style-type: none"> <li>Virtual Booth (includes company branding, name, logo, description, url, sales representative information, contact information, searchable by category, video, lead capture, text and video chat) \$1,250</li> </ul>	<ul style="list-style-type: none"> <li>Trail map - \$1,100</li> <li>Featured pre-recorded presentation - \$2,500</li> <li>Featured sponsor – includes rotating banner ad and drop down menu - \$800</li> <li>Networking lounge rotating banner ad - \$600</li> </ul>	<ul style="list-style-type: none"> <li>Pre-conference email banner ad - \$1,200</li> <li>Two Twitter posts - \$750</li> </ul>

## Payment Information

 Payment in full must be submitted with this Application and Agreement.

Payment amount: \$ \_\_\_\_\_ Card Number: \_\_\_\_\_ Exp. Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

OR  Check enclosed, made payable to “OMA”

*Before submitting this Virtual Conference Exhibitor and Sponsor Application and Agreement, new exhibitors, and previously approved exhibitors proposing to promote new products or services must apply for approval at <https://obesitymedicine.org/corporate-relations/new-exhibitors-and-sponsors/>.*

*By signing below, I have read and agreed to the Virtual Conference Exhibitor and Sponsor Application and Agreement Terms and Conditions available at <https://obesitymedicine.org/terms/>, which are incorporated into this Application and Agreement by reference. I understand that OMA reserves the right to monitor exhibitors and may prohibit exhibitors from presenting products or services that were not initially disclosed in the new exhibitor application when submitted to OMA. Upon request, I also agree to provide proof of insurance 60 days prior to each conference.*

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## Complete this form and return it to the Obesity Medicine Association

**MAIL:** 7173 S. Havana St #600-130, Centennial, CO 80112 | **FAX:** 303.779.4834 | **EMAIL:** [exhibit@obesitymedicine.org](mailto:exhibit@obesitymedicine.org)

## **VIRTUAL CONFERENCE EXHIBITOR AND SPONSOR APPLICATION AND AGREEMENT TERMS AND CONDITIONS**

### **Introduction**

These Terms and Conditions are an integral part of, and are incorporated by reference into, the Virtual Conference Exhibitor and Sponsor Application and Agreement signed and submitted by each prospective exhibitor and sponsor. By signing the Virtual Conference Exhibitor and Sponsor Application and Agreement, each prospective Exhibitor and Sponsor agrees that if its application is accepted, it is bound by, and will comply with, these Terms and Conditions.

OMA may accept or reject any application to exhibit in its sole discretion and has full and final authority to interpret, amend, or supplement these Terms and Conditions.

### **Cancellations**

If OMA receives written notice of cancellation or reduction of online exhibition or sponsorship not less than 60 days prior to the first day of the respective conference, OMA will refund 50 percent of the fee paid for the canceled space.

If OMA receives written notice of cancellation or reduction of online exhibition or sponsorship less than 60 days prior to the first day of the respective conference, or receives no notice of cancellation, no refund will be paid.

These cancellation fee terms will apply regardless of the execution date of the application.

### **Force Majeure**

In the event any part of the online exhibit hall or facility is destroyed or damaged so as to prevent OMA from permitting an exhibitor to occupy assigned space or preventing OMA to provide the benefits promised to sponsors during any part of the whole of the conference or whole exhibition period, or in the event occupation of the assigned space during any part or the whole of the exhibition period is prevented by strikes, Acts of God, war, terrorism, disease, influenza, or threat thereof, national emergency, or other cause beyond the control of OMA, then Exhibitor and Sponsor shall be charged for space during the period it was or could have been occupied by the Exhibitor and Sponsor; and Exhibitor and Sponsor hereby waives any claim against OMA, its directors, officers, agents, or employees for losses or damages which may arise in consequence of such inability to occupy assigned space, its sole claim against OMA being for a refund of a ratable portion of the fee paid, for the period it was prevented from using the space.

### **License to OMA**

- **Photography:** OMA may take photographs and reproduce them in educational, news, or promotional materials, whether in print, electronic, or other media, including the OMA website. By participating in OMA's online exhibit hall, each exhibitor grants OMA the right to use photographs of its booth or personnel for such purposes. Each Sponsor grants OMA the right to use photographs of its personnel or signs with its name and/or logo for such purposes.
- **Use of Exhibitor's Company Name:** By exhibiting at the show, each exhibitor grants OMA a perpetual, non-exclusive license to use, display, and reproduce its name in any directory or listing of the exhibitors, and to use its name in promotional materials. OMA will not be liable for any errors in any listing or for omitting any exhibitor from any directory or listing pertaining to the show.
- **Use of Sponsor's Company Name:** By sponsoring at the conference, each Sponsor grants OMA a perpetual, non-exclusive license to use, display, and reproduce its name in any directory or listing of the sponsors, and to use its name in promotional materials. OMA will not be liable for any errors in any listing or for omitting any sponsor from any directory or listing pertaining to the conference.

### **Exhibitor Sales and Marketing**

OMA follows the American Medical Association's Opinion 8.06 – Prescribing and Dispensing Drugs and Devices, which requires that physicians must not place their own financial interests above the welfare of their patients.

- Complete scientific and technical data, concerning product safety, operation and usefulness, should be made available to all attendees to support such claims. The ultimate test is whether the claim, when viewed in the context of the advertisement as a whole, is false or materially misleading.
- OMA prohibits exhibitors from primarily promoting profitability or financial claims relating to their products or services. Specifically, exhibit booths and advertising materials must not include estimates of profitability or suggested retail prices to consumers and patients. In addition, OMA discourages exhibits that offer referral or other fees to physicians in exchange for recommending products or services to patients.

- OMA's virtual exhibit hall exists primarily for the purpose of disseminating information about products and technology in the field obesity medicine. The purpose of the virtual exhibit hall is not to promote financial opportunities for physicians, and therefore exhibits that only focus on financial claims, apart from obesity medicine products and services, will not be allowed. While the OMA reserves the right to restrict sales activities that it, in its sole discretion, deems inappropriate or unprofessional, taking orders for future delivery is permitted in the virtual exhibit hall. Exhibitors are responsible for following the business license and sales and use tax regulations that vary from state to state. Exhibitors should consult with their tax advisors for specific tax advice.
- Exhibitors may not solicit other exhibitors. Any exhibitor or company personnel who solicit exhibitors at the show will be considered in violation of the rules and regulations and may jeopardize the company's future exhibiting status.
- Exhibitors who require clinicians to sign exclusivity clauses with respect to the sale of their products agree to disclose this to all potential customers.
- Exhibitors who wish to market their products or services using quotations from OMA members must provide OMA with written permission obtained from persons quoted.

### **Sponsor Sales and Marketing**

- If exhibitors are first-time sponsors, or if they will be providing information about a new product or service, they must apply for approval not later than 60 days before the first day of the conference. New sponsors must apply here before submitting an application to exhibit at a particular conference. <https://obesitymedicine.org/corporate-relations/new-exhibitors-and-sponsors/>.
- The OMA name, brand, logos, and acronyms are registered, proprietary marks. Sponsors agree that they will not use the name, brand, logos, acronyms, or seal of OMA in promotional and informational materials, signs, advertising, media promotions, or on websites without prior approval from OMA staff. However, if approval is granted from OMA staff, a Sponsor may reference its current participation by meeting name (i.e. "OMA Obesity Medicine" or "OMA Overcoming Obesity") to encourage people to attend the conference.

### **Insurance**

Sponsor understands and acknowledges that OMA does not maintain insurance coverage for its property, and Sponsor is solely responsible to obtain such insurance.

OMA assumes no liability for any act or omission in connection with any loss or damage suffered by a sponsor as a result of any act or omission of any vendor, service provider, or other party.

### **Indemnification**

Each exhibitor agrees to indemnify and hold OMA and its officers, trustees, members, employees, agents, and contractors harmless from and against all claims, losses, liabilities, lawsuits, and other actions relating to its products or services, or arising from its own actions or omissions or those of its employees, agents, or contractors.

In addition, each exhibitor assumes the entire responsibility and liability for losses, damages, and claims arising out of the exhibitor's activities on the hotel premises and will indemnify, defend, and hold harmless the hotel, its owner, and its management company, as well as their respective agents, servants, and employees from and against any and all such losses, damages, and claims.

### **Drawings/Raffles/Giveaways**

The PhRMA and AdvaMed Codes on Interactions with Healthcare Professionals include strict limitations on the ability of research-based pharmaceutical and medical device companies to provide food, beverages, non-educational, and other non-practice related items to health care professionals. Exhibitors agree to comply with these codes in determining what they provide health care professionals. Payments in cash or cash equivalents (such as gift certificates, gift cards, etc.) may not be offered to health care professionals either directly or indirectly. OMA in its sole discretion may withhold or deny the right to distribute gifts, souvenirs, advertising, or other materials it considers inappropriate. These rules apply to all research-based pharmaceutical and medical device companies.

Prizes and lotteries may risk violating federal regulations governing health care marketing. Exhibitors who wish to sponsor contests, raffles, or drawings for prizes must adhere to the following rules:

### Exhibitor Violations

Exhibitors who violate these rules or who engage in any activity that reflects negatively on OMA's favorable image, goodwill, reputation, or acceptance by its members or the public, may be subject in the sole discretion of the OMA to exclusion and/or restriction, including expulsion from the exhibit hall. OMA shall not be liable for special, consequential, or incidental damages; loss; or expenses, arising directly or indirectly from or in connection with the exclusion or restriction of any exhibitor or prospective exhibitor.

OMA's maximum liability shall not in any case exceed the exhibit fee paid to OMA by the exhibitor.

- OMA prohibits exhibitors from presenting products or services that were not disclosed in the initial application.
- OMA will solicit feedback from attendees to inform leadership of inappropriate or unprofessional exhibitors. If OMA receives a substantial number of complaints, the matter will be reviewed by leadership, and may be used to substantiate a denial of future exhibiting privileges.

### Sponsor Violations

Sponsors who violate these rules or who engage in any activity that reflects negatively on OMA's favorable image, goodwill, reputation, or acceptance by its members or the public, may be subject in the sole discretion of the OMA to exclusion and/or restriction, including removal of all signage acknowledging their sponsorship. OMA shall not be liable for special, consequential, or incidental damages; loss; or expenses, arising directly or indirectly from or in connection with the exclusion or restriction of any exhibitor or prospective exhibitor. In any case, OMA's maximum liability shall not exceed the sponsorship fee paid to OMA by the sponsor.

- OMA prohibits sponsors from promoting products or services that were not disclosed in the initial application.
- OMA will solicit feedback from attendees to inform leadership of inappropriate or unprofessional sponsors. If OMA receives a substantial number of complaints, the matter will be reviewed by leadership, and may be used to substantiate a denial of future exhibiting or sponsorship privileges.

### Antitrust Guidelines for Conduct at Meetings

Potential antitrust violations are inherently present at all meetings of trade associations because an essential element of an antitrust violation—a combination of competitors—exists.

OMA seeks to avoid antitrust violations in connection with association activities, so participants should avoid engaging in conduct—in meetings or socially—that gives even the appearance of an impermissible conversation, agreement, alliance, or impropriety.

OMA meetings are conducted in such a way as to minimize allegations of antitrust improprieties. OMA's specific agenda and related topics will be adhered to at all times. All OMA attendees have the right to object to discussing any subject. All OMA moderators and speakers should avoid discussing or making recommendations on subjects of questionable legality and should halt discussions of impermissible subjects.

During OMA events, OMA members and exhibitors must not hold secret meetings that may facilitate antitrust violations.

For OMA, other areas to be scrutinized for antitrust compliance include discussions concerning membership, fees and services for members and non-members, statistical programs, joint research programs, standard-setting, group buying and selling programs, and certification. These are permissible, provided they are conducted with reasonably and within various applicable parameters.

Disregarding these considerations can result in antitrust exposure for OMA, as well as for the individuals and companies involved. Civil and criminal penalties apply, and private rights of action are available to those alleging business interference or economic injury.

Examples of conduct that clearly restrains competition and is presumptively unlawful include:

**Pricing:** Agreements to raise, lower, stabilize, or in any other way establish wholesale or retail (i.e., customer or patient) prices, or factors related to prices, such as costs, wages, discounts, credit terms, or profit levels. Discussions of the ethics or propriety of pricing practices, such as price adjustments, discounts, and credit terms, or whether said practices constitute an unfair trade practice. Discussions of past prices may also be suspect.



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[obesitymedicine.org](http://obesitymedicine.org)

**Profit:** Discussions concerning what constitutes a “fair” profit level. Profitability claims, whether communicated verbally or in writing, are prohibited.

**Markets:** Agreements to allocate or control markets, sales territories, customers, or geographic territories.

**Restraint:** Agreements to restrict or affect the availability of products or services or the terms or conditions of their sale.

**Tying requirements:** Agreements requiring customers to purchase an ancillary item or service in order to buy the desired product or service.

**Boycotts:** Agreements refusing to deal with particular vendors or customers.

Agreed to by the Exhibitor and Sponsor named below:

Exhibitor/Sponsor Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Cell phone: \_\_\_\_\_

Email address: \_\_\_\_\_