



Obesity Medicine Association®

2022 Conferences Exhibitor and Sponsor Application and Agreement

Obesity Medicine 2022 submission deadline is **February 28, 2022**. Late submissions will be accepted until March 31, 2022, with a \$200 late charge.

Overcoming Obesity 2022 submission deadline is **August 19, 2022**. Late submissions will be accepted until September 9, 2022, with a \$200 late charge.

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 upload content into your mobile app and virtual hall booth page.*

2022 In-Person Exhibiting Opportunities		Booth Cost	
<i>In the event of conflicts regarding space requests or conditions beyond its control, OMA reserves the right to rearrange the floor plan.</i>		10 x 10	10 x 20
Obesity Medicine 2022 Atlanta, GA Exhibit Hall: April 28 - 30 <i>Bonus: Virtual Hall Booth Included</i>	1st Choice: _____ 2nd Choice: _____ 3rd Choice: _____	<input type="checkbox"/> \$2,800	<input type="checkbox"/> \$5,600
Overcoming Obesity 2022 Anaheim, CA Exhibit Hall: October 13-15 <i>Bonus: Virtual Hall Booth Included</i>	1st Choice: _____ 2nd Choice: _____ 3rd Choice: _____	<input type="checkbox"/> \$2,800	<input type="checkbox"/> \$5,600
Reserve a booth at both 2022 conferences at the same time and save \$200 on total exhibit rates.		<input type="checkbox"/> \$5,400	<input type="checkbox"/> \$11,000

2022 Virtual ONLY Exhibiting Opportunities <i>Virtual Booth is included with in-person booth purchase.</i>	
Obesity Medicine 2022 Virtual Exhibit Hall: May 18-21 <input type="checkbox"/> \$1,000	Overcoming Obesity 2022 Virtual Exhibit Hall: November 2-5 <input type="checkbox"/> \$1,000

Exhibit Hall Categories <i>(Select one)</i>		
<input type="checkbox"/> Esthetics/Appearance	<input type="checkbox"/> Pharmaceutical	<input type="checkbox"/> Technology/Hardware/Software
<input type="checkbox"/> Lifestyle & Behavior	<input type="checkbox"/> Physical Activity/Exercise	<input type="checkbox"/> Measurement Device & Metabolic Testing
<input type="checkbox"/> Nutrition/Supplements	<input type="checkbox"/> Services	<input type="checkbox"/> Other

Booth preferences will be taken into consideration, but there is no guarantee you will be placed in one of your preferred booths.

Please do not put my company's booth next to the following companies (OMA will do its best to honor this request).

2022 SPONSORSHIP OPPORTUNITIES

To reserve your sponsorship opportunity for the Spring 2022 Obesity Medicine Conference, please check the box with **OM**.
To reserve your sponsorship opportunity for the Fall 2022 Overcoming Obesity Conference, please check the box with **OO**.

In-Person Sponsorship Opportunities | (OM - April 28-30) (OO - October 13-15)

Conference Bag *(Sold individually):*

- | OM | OO | |
|--------------------------|--------------------------|--------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | Your Product (\$2,500) |
| <input type="checkbox"/> | <input type="checkbox"/> | Literature (\$1,500) |
| <input type="checkbox"/> | <input type="checkbox"/> | Water Bottle (\$6,200) |
| <input type="checkbox"/> | <input type="checkbox"/> | Lip Balm (\$1,200) |
| <input type="checkbox"/> | <input type="checkbox"/> | Notebook & Pen (\$4,800) |
| <input type="checkbox"/> | <input type="checkbox"/> | Screen Cleaner (\$3,000) |
| <input type="checkbox"/> | <input type="checkbox"/> | Mints (\$2,700) |

Speaking Opportunities:

- | | | |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | Lunch Presentation (1 hour) (\$50,000) |
| <input type="checkbox"/> | <input type="checkbox"/> | Breakfast Presentation (45 min) (\$35,000) |
| <input type="checkbox"/> | <input type="checkbox"/> | Exhibit Hall Presentation (15 min) (\$3,500) |
| <input type="checkbox"/> | <input type="checkbox"/> | Dine Around Dinner (\$5,000) |

Packages:

- | | | |
|--------------------------|--------------------------|--------------------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | Hotel Package (\$15,000) |
| <input type="checkbox"/> | <input type="checkbox"/> | Exhibit Hall Reception (\$10,000) |
| <input type="checkbox"/> | <input type="checkbox"/> | Digital Conference Package (\$4,000) |
| <input type="checkbox"/> | <input type="checkbox"/> | 'Get Noticed' Package (\$6,500) |
| <input type="checkbox"/> | <input type="checkbox"/> | Health & Safety Package (\$7,500) |

On-Site Branding:

- | OM | OO | |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | Product Sample Table (\$2,000) |
| <input type="checkbox"/> | <input type="checkbox"/> | Trail Map (\$1,100) |
| <input type="checkbox"/> | <input type="checkbox"/> | Onsite Guide Front or Back Cover (\$2,000) |
| <input type="checkbox"/> | <input type="checkbox"/> | Onsite Guide Full Page Ad (\$1,500) |
| <input type="checkbox"/> | <input type="checkbox"/> | Floor Cling (\$750) |
| <input type="checkbox"/> | <input type="checkbox"/> | On-Site Banner (\$2,250) |
| <input type="checkbox"/> | <input type="checkbox"/> | Selfie Wall (\$2,500) |
| <input type="checkbox"/> | <input type="checkbox"/> | Hi-Boy Branded Table (\$750) |
| <input type="checkbox"/> | <input type="checkbox"/> | High Top Charging Table (\$3,000) |
| <input type="checkbox"/> | <input type="checkbox"/> | Hand Sanitizer Station (\$1,800) |

Digital:

- | | | |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | Mobile App Push Notification (\$600) |
| <input type="checkbox"/> | <input type="checkbox"/> | Pre-Conference Email Banner Ad (\$1,200) |
| <input type="checkbox"/> | <input type="checkbox"/> | Post-Conference Vendor Email Listing (\$2,000) |
| <input type="checkbox"/> | <input type="checkbox"/> | WiFi (\$8,500) |
| <input type="checkbox"/> | <input type="checkbox"/> | Conference Website Ad (\$2,000) |
| <input type="checkbox"/> | <input type="checkbox"/> | Two Twitter Posts (\$750) |

Virtual Sponsorship Opportunities | (OM - May 18-21) (OO - November 2-5)

Virtual Exhibit Hall Sponsorships:

- | OM | OO | |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | Trail Map (\$1,100) |
| <input type="checkbox"/> | <input type="checkbox"/> | Product Demo Presentation (15 min) (\$3,000) |
| <input type="checkbox"/> | <input type="checkbox"/> | Homepage Featured Sponsor Logo (\$1,500) |
| <input type="checkbox"/> | <input type="checkbox"/> | Homepage Featured Sponsor Banner Ad (\$2,000) |
| <input type="checkbox"/> | <input type="checkbox"/> | Social Wall Featured Sponsor Banner Ad (\$1,000) |

Digital:

- | | | |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | Mobile App Push Notification (\$600) |
| <input type="checkbox"/> | <input type="checkbox"/> | Pre-Conference Email Banner Ad (\$1,200) |
| <input type="checkbox"/> | <input type="checkbox"/> | Post-Conference Vendor Email Listing (\$2,000) |
| <input type="checkbox"/> | <input type="checkbox"/> | Two Twitter Posts (\$750) |

**If any sponsorship items are purchased for both the in-person and virtual event, an additional 15% will be given.*

Payment Information *Payment in full must be submitted with this Application.*

Payment Amount: \$ _____ Card #: _____ Exp. Date: __/__/__

OR Check enclosed, payable to "OMA". Signature: _____ Date: _____

Before submitting this Application, 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 this Application, I have read and agreed to the 2022 Obesity Medicine Association 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 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.

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

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 Conference Exhibitor and Sponsor Application and Agreement signed and submitted by each prospective exhibitor.

By signing the Conference Exhibitor and Sponsor Application and Agreement, each prospective Exhibitor 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.

BOOTH ASSIGNMENTS

OMA will assign booths only to applicants that have paid the full amount due for the booth space requested. If OMA assigns an applicant to a booth that is less expensive than the booth requested, OMA will refund the difference.

OMA uses a 10-year historical point system to assign exhibit booth locations. Approved exhibitors who have submitted payment will be assigned space according to the points system up to 30 days prior to the conference. When there is a tie in the number of points, the date of receipt of payment is used to determine priority. After the 30-day cutoff, unassigned space will be available on a first-come, first-served basis. The point system is calculated based on:

- The number of OMA exhibit booths a company has purchased within the past 10 years; and
- The dollars spent on sponsorships, including educational grants, advertisements, etc. for the respective conference or Corporate Advisory Council membership. Exhibitors will earn one point for every \$1,000 contributed.

BOOTH RELOCATIONS

OMA reserves the right to revise the floor plan in the event of conflicts regarding space requests or conditions beyond its control. OMA does not customarily relocate booths. However, if a relocation must occur, OMA will notify the affected exhibitor, and if the relocation is not acceptable to the exhibitor, the exhibitor may cancel and receive a full refund.

BOOTHS

- Two booths may be purchased side by side at double the single booth rate.
- Only staff members of the exhibiting company are permitted to receive and wear exhibitor badges and must be identified prior to each conference. Booth representative names must be submitted by the deadline outlined in the Exhibitor Kit. Any additional badges or name changes requested after the deadline are subject to a \$50 charge.
- Any additional exhibit booth needs, including but not limited to electrical, telecommunication, additional furniture, lead retrieval, and/or accessories are the responsibility of the exhibitor and can be ordered through the conference decorator.
- Booths may not exceed 8 feet in height

CANCELLATIONS

If OMA receives written notice of cancellation or reduction of onsite booth space 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 cancelled space.

If OMA receives written notice of cancellation or reduction of booth space 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. In the event that OMA has to cancel the in person portion of the 2022 events, \$1,800 will be refunded for the onsite portion. In the event of in person cancellation, \$1,000 will be retained and will go towards the virtual conference exhibit hall where regular cancellation policy applies.



FORCE MAJEURE

In the event any part of the exhibit hall or facility is destroyed or damaged so as to prevent OMA from permitting an exhibitor to occupy assigned space during any part or the whole of the 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 shall be charged for space during the period it was or could have been occupied by the Exhibitor; and Exhibitor 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 exhibit hall, each exhibitor grants OMA the right to use photographs of its booth or personnel for such purposes.

Use of Exhibitor's Company Name

By exhibiting at the show, each exhibitor grants OMA a perpetual, nonexclusive 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.

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 exhibit hall exists primarily for the purpose of disseminating information about products and technology in the field obesity medicine. The purpose of the 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 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 may not staff their booths with speakers who are also on the conference program. Exhibitors who plan to staff their booths with OMA board members or other paid conference attendees agree that the individual must wear an exhibitor name badge rather than the conference attendee badge.
- If exhibitors are first-time exhibitors, or if they create a new exhibit booth that has not previously been viewed by OMA, they must submit a photo of the booth for approval not later than 60 days before the first day of the conference. Applications for approval should be submitted here: <https://obesitymedicine.org/corporaterelations/new-exhibitors-and-sponsors/>.

EXHIBITOR SALES AND MARKETING, CON'T.

- The OMA name, brand, logos, and acronyms are registered, proprietary marks. Exhibitors 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, an exhibitor may reference its current participation by meeting name (i.e. "OMA Obesity Medicine" or "OMA Overcoming Obesity") to encourage attendees to visit the company's booth at the meeting itself.
- Exhibitors are generally allowed one pre-show and one post-show mailing to a postal address for the purpose of promoting their products or services. Pre- and post-conference mailing lists must be used within two weeks of the conference dates. Upon request, OMA provides only mailing addresses. E-mail addresses, fax numbers, and phone numbers are not provided. Exhibitors agree to submit all mailing materials to OMA must approve all advertisements prior to mailing. The purpose of this review is to ensure that the exhibitor has not indicated that OMA is endorsing the product or service or made any other misleading statements.
- 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.

MEDICAL PROCEDURES

Exhibitors that wish to conduct blood glucose testing or other medical procedures must, not less than 45 days before the first day of the Conference, submit a signed copy of OMA's Medical Procedure Provider Agreement (Exhibit A) to OMA. No animal testing may be conducted and no animals may be brought onsite.

ANCILLARY EVENTS

Presenting Sponsors may conduct other events in connection with the Conference by completing an Affiliate Event Agreement.

INSURANCE

Exhibitor must have, and agrees to have, general liability insurance that covers participation in trade shows of at least \$1 million per occurrence, and personal property insurance that covers all property brought onsite. Exhibitor may be obligated to provide proof-of-insurance from its carrier to OMA 60 days prior to each conference, upon request.

Exhibitor understands and acknowledges that OMA does not maintain insurance coverage for its property, and exhibitor 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 an exhibitor as a result of any act or omission of any vendor, service provider, or other exhibitor or 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.

SECURITY

OMA does not guarantee against, nor is it responsible for, loss or damage that may occur in the exhibit hall. Exhibitors are encouraged to take valuables out of their exhibit booths during off hours.

FOOD/BEVERAGES IN BOOTH

Exhibitors may dispense food or beverages from their booth space, provided it is purchased from the conference hotel, except for samples of exhibitor's product being exhibited in the booth. The exhibitor must comply with all health department and other regulations regarding food and beverage dispensing and must send request for prior approval to OMA at least 30 days before the event.

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, noneducational, 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 agrees to comply with all local, state and federal laws that apply.
- Contest, raffle or drawing rules must be posted at the booth. Rules must include eligibility, date and time of drawing, the words “no purchase necessary to enter,” odds of winning, how winners will be notified, etc.

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.

- Before the exhibit hall opens, OMA will conduct a final walk-through to inspect each exhibit booth to determine if it complies with these Terms and Conditions. OMA has the right at any time to enter the area occupied by exhibitors or otherwise inspect an exhibitor's material. OMA may require removal of any exhibit or promotion, wholly or in part, that is prohibited under these Terms and Conditions. In the event of restriction or eviction, OMA is not liable for any refund to 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.

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.



ANTITRUST GUIDELINES FOR CONDUCT AT MEETINGS, CON'T.

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.

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 NAMED BELOW:

Exhibitor Name: _____ Booth No. _____

Signature: _____ Date: _____

Print Name: _____

Title: _____

Cell Phone: _____

Email Address: _____

Overcoming Obesity Conference
October 13-15, 2022 | Anaheim, CA

Anaheim Marriot - Platinum Ballroom 5-10
700 W. Convention Way
Anaheim, CA 92802

