



## Exhibitor and Sponsorship Terms and Conditions

### 2024 Winter CME Conference

February 16-18, 2024

**Exhibit Purpose** - Exhibits are intended for educational and informational purposes to improve osteopathic education, practice, and research. All materials/equipment should not contain any inaccurate or misleading information. The [South Carolina Osteopathic Medical Society](#) (SCOMS) reserves the right to determine if an exhibit meets the objectives and standards of SCOMS. Exhibits should complement the meetings and sessions by enabling registrants to see, hear, examine, question, and evaluate the latest developments in equipment, supplies and services relevant to osteopathic physicians.

**Eligibility to Exhibit** - Exhibitors must agree to meet the objectives stated above. Exhibitors may sell merchandise or services in the exhibit area. No product, apparatus, instrument, device, or drug that is subject of litigation pending before the Food and Drug Administration may be exhibited. In cases of pending compliance or noncompliance with the FDA items can only be exhibited if a disclaimer is posted stating: FDA LISTING PENDING. All products or services exhibited must comply with all state and local regulations and with all FDA regulations for such products and services, except as provided above.

**Assignment of Booth Exhibits** - Contracts and payments in full for booth exhibits are accepted on a first-come, first-served basis. To ensure that booth space has been reserved, your signed contract and payment in full should be submitted no later than **January 5, 2024**. Reservations are not assured until the signed contract and payment are both received. No refunds will be issued after **January 5, 2024**. Any cancellations before that date will be assessed a \$50 administration fee.

**Insurance** – Each party shall indemnify, defend, and hold harmless the other parties and its affiliates (including South Carolina Osteopathic Medical Society and Marriott Myrtle Beach Resort and Spa at Grand Dunes) against any and all demands, claims, damages to persons or property, losses and liabilities, including reasonable attorney’s fees arising out of or caused by the Indemnifying party’s gross negligence and willful misconduct. In addition, the group agrees to defend, indemnify, and hold harmless the South Carolina Osteopathic Medical Society and Marriott Myrtle Beach Resort and Spa at Grand Dunes from and against all claims arising out of any acts of God or governmental authorities, natural disasters, pandemic, work stoppages, labor strikes or unrest, or other conditions beyond a party’s reasonable control that make it illegal, unhealthy, or reasonably impossible to host the conference, meetings, or events. The exhibiting company is required to insure itself against property loss or damage and against liability for personal injury.

**Registration and Badges** - All exhibitors should register their personnel in advance and name badges are encouraged for identification purposes.

**Exhibitor Activities** - SCOMS reserves the right to restrict exhibits that, in their judgment, detract from the overall professional demeanor of the exhibit area. This reservation includes persons, objects, conduct, printed materials, or anything of a character that may be objectionable to the exhibit area as a whole. Expulsion of or restrictions placed on an exhibitor may not give rise to a claim for any refund of rentals or other exposition expenses. Smoking in the exhibit hall is strictly

prohibited. Exhibitors will be responsible for any damage done to the hotel building by themselves or their employees.

**Subletting of Space** - Exhibitors may not assign, sublet, or appropriate the whole or any part of the space allocated without the express written consent of SCOMS.

**Security** - SCOMS shall not be held responsible for the loss or damage to any material for any cause at any time during the conference or after hours and encourages the exhibitor to exercise normal precautions to prevent loss or damage. The Marriott Myrtle Beach Resort and Spa at Grand Dunes is not responsible for any loss or damages to any displays, personal effects, or equipment left in guest rooms or meeting areas.

**Liability** - The exhibitor indemnifies and agrees to hold harmless SCOMS/Marriott Myrtle Beach Resort and Spa at Grand Dunes and their owners, officers, directors, employees, and agents from and against any actions, losses, costs, damages, claims and expenses (including attorney's fees arising from any damages to property or bodily injury to exhibitors, his agents, representatives, employees by reason of the exhibitor's occupancy or use of the exhibitor facilities). Upon signing the contract, the exhibitor expressly releases the foregoing institutions, individuals, and committees from any and all claims for loss, damage, or injury. This also includes the period of storage prior to and following the meeting.

**Cancellation** - Should any situation beyond the control of SCOMS arise to prevent the 2024 Winter CME Conference from occurring, SCOMS will not be held liable for any expenses incurred by the exhibitor except the rental cost of the booth, which will be refunded in full. Should any situation lead to the cancellation of an in-person 2024 Winter CME Conference and organizers have to host the conference via a virtual format, all reasonable efforts will be made to create promotional and networking opportunities for each exhibitor and sponsor to reasonably equate to the original sponsor levels. In the event the conference must be hosted virtually, no refunds will be issued for exhibitor or sponsorship fees.

**By completion of the Exhibit and Sponsor Contract, the contact person(s) for their organization, acknowledges reading and agreeing with the Terms and Conditions available online. The organization agrees to participate in the 2024 SCOMS Winter CME Conference and commits to the financial obligation(s) selected on the contract.**

**A signed contract and payment in full is due no later than January 5, 2024**

## **Sponsorship Terms and Conditions**

**Statement of Purpose:** Program is for scientific and educational purposes only and will not promote the company's products, directly or indirectly.

**Control of Content and Selection of Presenters and Moderators:** Sponsor is ultimately responsible for control of content and selection of presenters and moderators. Company, or its agents, will respond only to sponsor initiated requests for suggestions of presenters or sources of possible presenters. Company will suggest more than one name (if possible), will provide speaker's qualifications, will disclose financial or other relationships between company and speaker, and will provide this information in writing. Sponsor will record role of company, or its agents, in suggesting presenter(s); will seek suggestions from other sources, and will make selection of presenter(s) based on balance and independence.

**Disclosure of Relationship:** Company, or its agents, will disclose any significant relationship between the Sponsor and the company (e.g. grant recipient) or between individual speakers or moderators and the company.

**Involvement in Content:** There will be no “scripting”, emphasis, or influence on the content by the company or its agents.

**Ancillary Promotional Activities:** No promotional activities will be permitted in the same room or obligate path as the educational activity. No product advertisements will be permitted in the program room.

**Objectivity and Balance:** Sponsor will make every effort to ensure that the data regarding the company’s products (or competing products) are objectively selected and presented, with favorable and unfavorable information and balanced discussion of prevailing information on the product(s) and/or alternative treatments.

**Limitations of Data:** Sponsor will ensure, to the extent possible, disclosure of limitations of data, e.g. research, interim analyses, preliminary data, or unsupported opinion.

**Discussion of Unproved Uses:** Sponsor will require that presenters disclose when a product is not approved in the United States for the use under discussion.

**Opportunities for Debate:** Sponsor will ensure opportunities for questioning or scientific debate.

**Independence of Sponsor in the use of Contributed Funds:**

- a) Funds should be in the form of unrestricted monies made payable to the South Carolina Osteopathic Medical Society.
- b) All other support associated with this CME activity (e.g. distributing brochures, preparing slides) must be given with the full knowledge and approval of the South Carolina Osteopathic Medical Society.
- c) No other funds from the commercial company will be paid to the program director, faculty, or other involved with the CME activity (e.g. additional honoraria, extra social events, etc.)
- d) Funds may be used to cover the cost of one or more modest social activities held in conjunction with the educational program, which furthers the CME educational experience and/or allows an educational discussion or exchange of ideas.

**The Commercial Supporter agrees** to abide by all requirements of the AOA Guidelines for Relationships between Accredited Sponsors and Commercial Supporters of CME.

**The Accredited Sponsor agrees** to:

- 1) abide by the AOA Guidelines for Relationships between Accredited Sponsors and Commercial Supporters of CME
- 2) acknowledge educational support from the commercial company in program brochures, syllabi, and other program materials
- 3) upon request, furnish the commercial supporter a report concerning the expenditure of the funds provided

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