



## **AACE Obesity Conference Sponsor Rules and Regulations**

### **1. Purpose**

The objective of the AACE Obesity Conference (“Meeting”) is to further American Association of Clinical Endocrinology’s (“AACE”) objectives by providing a forum through sponsorship and educational sessions. Sponsors are limited to firms, organizations, and agencies whose sponsorship are in harmony with the purpose of the AACE National Meeting.

### **2. Location of Meeting**

The Meeting will be held at the JW Marriott Tucson Starr Pass Resort & Spa in Tucson, AZ over the dates of February 4-6, 2022.

Sponsor may not sublet his/her sponsorship, nor any part thereof, nor exhibit, offer for sale, or advertise articles not manufactured or sold by the company, except where such articles are necessary for proper demonstration or operation of the sponsor’s display, in which case identification shall be limited to the manufacturer’s normal regular nameplate. Sponsor may not permit non-sponsoring company representatives to operate from company’s physical display area. Rulings of AACE shall, in all instances, be final.

### **3. Occupancy Default**

Any sponsor failing to occupy or utilize physical space contracted for shall not be relieved of the obligation of paying the full rental charge of such space. If content is not provided by the time set for completion of the installation of digital or physical displays, such space shall be taken by AACE, and re-allocated or reassigned for such purposes or use at AACE’s sole discretion.

### **4. Eligibility**

AACE has the sole right to determine the eligibility of any company or product for inclusion in the Meeting. The selling of any products or services without prior approval from AACE is strictly prohibited. All products and services exhibited/presented must be relevant to practicing endocrinologists as determined by AACE. Sponsors guarantee and warrant that their exhibits will be in compliance with applicable regulations regarding the marketing and advertising of their products. AACE will not be responsible for any losses incurred, including inability to sponsors for companies that do not have the necessary legal documents in place to sell products or conduct any activities at the AACE National Meeting. It is the responsibility of the sponsor to obtain and file the necessary city and/or state sales permits where required. Sponsor will provide a copy of the documents to AACE prior to the Meeting. The sale of approved products or services does not constitute an endorsement of the product or service by AACE. AACE reserves the right to refuse space to any company who has failed to fulfill its financial obligations to AACE, and/or whose products or services, in AACE’s sole discretion, do not meet the educational or practice needs of our community.

### **5. Cancellation or Change of Sponsorship**

If the venue in which the National Meeting is conducted should become unfit for occupancy or substantially interfered with for any reason, the Meeting may be canceled or moved to another appropriate location or changed to solely digital via a digital meeting, at the sole discretion of AACE. AACE shall not be responsible for delays, damage, loss, increased costs, or other unfavorable conditions arising by virtue of cancellation or change of Meeting.

Reasons for changes or cancellation of Meeting shall include but are not limited to: fire, casualty, flood, epidemic or pandemic necessitating measures to reduce the spread, earthquake, explosion, accident, blockage, embargo, inclement weather, governmental restraints, act of a public enemy, riot or civil disturbance, impairment or lack of adequate transportation, inability to secure sufficient labor, technical or other personnel, labor union disputes, loss of lease for any reason, disruptions to/or loss of internet services, for any reason regardless of cause, or other termination by venue, municipal, state or federal laws, or act of God. Should AACE terminate this agreement pursuant to the provisions of this section, the sponsor waives claims for damage arising therefrom. In the event AACE determines that the Meeting shall be terminated or canceled for any reason, refunds of "Paid Sponsorship Fees" will be made upon the sole discretion of AACE. In any case, refunds will not exceed the amount of each Sponsors sponsorship fee less any pro rata adjustments based on non-reimbursable direct and/or indirect event costs or financial obligations incurred by AACE through the date of termination or cancellation.

## **6. Cancellation by Sponsor**

In the event of cancellation for any reason by a sponsor, AACE shall determine an assessment covering the reassignment of space, prior services performed, and other damages related to cancellation, according to the Sponsor's Contract for the Meeting.

AACE must receive written notification of the cancellation (email is permissible). Date cancellation notice is received by AACE will determine above assessment charges. In the event of either a full or partial cancellation of sponsor, AACE reserves the right to reassign sponsor, regardless of the cancellation assessment. Subsequent reassignment of canceled sponsor does not relieve the canceling sponsor of the obligation to pay the cancellation assessment. Appropriate payment must be received within 15 days of cancellation.

If a sponsor does not notify AACE that they are not participating in the digital event prior to the Meeting set-up (i.e., no shows), future placement at AACE meetings may be compromised or denied.

## **7. Payment**

All sponsorship opportunities must be paid in full prior to the first day of the Meeting. Sponsors with outstanding balances will not be permitted to access the Meeting if payment in full is not received prior to the first day of the Meeting. Badges will also be withheld until full payment has been received.

AACE requires payment in accordance with the Sponsors Meeting Contract. Failure to make payments does not release the contracted or financial obligation of Sponsor.

## **8. Limitation of Liability**

Sponsor agrees to make no claim for any reason whatsoever against AACE, its employees, agents, or representatives for loss, theft, damage, or destruction of goods; nor for any injury, including death, to sponsor, sponsor's employees, agents, or representatives; nor for any damage of any nature, including damage to his business for failure to provide exhibit space; nor for failure to hold the Meeting as scheduled; nor for any action or omission of AACE. The sponsor is solely responsible for its own materials and products and should insure exhibit and products from loss or damage from any cause whatsoever. It is understood all property of a sponsor is in its care, custody, and control in transit to, or from, or within the confines of the venue. AACE shall bear no responsibility for the safety of the sponsor, its personnel, employees, agents or representatives or personal property. Third party companies must also abide by all federal regulations.

## **9. Other Rules and Regulations**

Sponsors will comply with all applicable Federal, State, and municipal statutes, ordinances, regulations, rules, and requirements including without limitation laws applicable to patents, copyrights, and trademarks. Sponsors will not discriminate against any person on account of race, color, ancestry, religion, national origin, age, gender, sexual preference, sexual orientation, gender identity, marital status, family status, genetic status, pregnancy, parenthood, political affiliation, veteran's status, or any

other protected status.

“AACE” includes and means the American Association of Clinical Endocrinology (AACE), and its directors, officers, employees, agents, members, and contractors. The Rules and Regulations of the AACE National Meeting may be amended by AACE, and such amendments are hereby made an integral part of and incorporated by reference into the Meeting and shall be deemed to have the identical effect as if set forth in full in the contract. All points not specifically covered are subject to the decision of AACE.

#### **10. Photography/Recordings/Broadcasts**

AACE will contract an official photographer to capture all aspects of the meeting. AACE photography will be limited to attendee activity; no sponsor will deny any reasonable request from AACE and/or the official photographer to take pictures from outside sponsors contracted space. No pictorial, visual or audio recording, or broadcasting of any type shall be made in the hotel without the prior written approval of AACE and the hotel. Photography and/or video recording in the AACE Learning Zone is prohibited.

#### **11. Gifts/Giveaways/Contests/Drawings**

Contests and drawings must be open to all attendees and must be conducted in a professional manner. All Giveaways must be approved in advance by AACE. All requests must be sent via email to Meghan Leahy at [meghan.leahy@spargoinc.com](mailto:meghan.leahy@spargoinc.com). Sponsors that interact with physicians and other healthcare professionals during the Meeting are asked to review the codes of ethics developed by PhRMA and AdvaMed as well as the Physician Payment Sunshine Act. Ethical practices and industry conduct can differ among companies. It is the responsibility of each company to decide what types of activities are appropriate as they relate to sales and promotional events. Sponsors are solely responsible for any applicable laws and regulations. Any violations of such law and regulations will be deemed breach of this Agreement. Sponsors are solely responsible for notifying any winners and distributing giveaways. Alcohol is not permitted as a prize. In addition, Sponsor shall indemnify and hold harmless AACE from any claims of improper handling of any contests, lotteries, giveaways, or sweepstakes offered by Sponsor.

AACE retains the right to deny the exhibition of inappropriate items and products. AACE reserves the right to require any information it deems necessary to determine the appropriateness of a sponsor's item or product. Sponsors guarantee and warrant that their exhibits will be in compliance with applicable regulations regarding the marketing and advertising of their products.

#### **12. Attendance**

Admission policies shall remain, at all times, the prerogative of AACE, and may be revised or amended to suit unforeseen conditions.

#### **13. Personnel**

Sponsor representatives are restricted to personnel engaged in the display, demonstration, application or sale of the company's product or services. AACE reserves the right to restrict or limit the number of representatives. The number of badges allocated for the Meeting is outlined in the Sponsor's contract. All Learning Zone Sponsors must have personnel present during Meeting hours.

#### **14. Retail Sales/Distribution of Products**

The selling of any products or services without prior approval from AACE is strictly prohibited. It is the responsibility of the sponsor to obtain and file the necessary city and/or state sales permits where required. AACE will not be responsible or liable for sponsors that do not have the necessary documents in place. Sponsor will provide a copy of the documents to AACE prior to the Meeting. The sale of approved products or services does not constitute an endorsement of the product or service by AACE.

**15. Use of AACE Meeting Name and Logo** The ACE, AACE Meeting names, logos and/or other identifying marks of the American Association of Clinical Endocrinology may not be used in

advertising or promotion in any media- before, during or after the meeting without prior AACE approval. The Meeting logo may not be used in signs, advertising, or promotion in any media.

**16. Waiver of Rights**

Any rights of AACE under this contract shall not be deemed waived in any manner except as specifically waived in writing and signed by an authorized officer of AACE.

**17. Americans with Disabilities Act**

Sponsors shall be responsible for compliance with the Americans with Disabilities Act of 1992 regarding their sponsorship. Further information regarding ADA compliance is available via phone at 800-514-0301 or at [www.usdoj.gov/crt/ada/infoline.htm](http://www.usdoj.gov/crt/ada/infoline.htm).

**18. Amendment and Additional Rules**

Any matters not specifically covered by the preceding rules shall be subject solely to the decision of AACE. AACE may, at any time, amend or add further rules to these rules, and all amendments made shall be binding on sponsor equally with the foregoing rules and regulations.

**19. Agreement to Rules**

Sponsor, for itself, or its personnel, employees, agents, or representatives, agrees to abide by the foregoing rules, and by any amendments and additional rules that may be put into effect by AACE.