



NEW YORK CHAPTER AMERICAN COLLEGE OF SURGEONS

*Inspiring Quality:
Highest Standards, Better Outcomes*

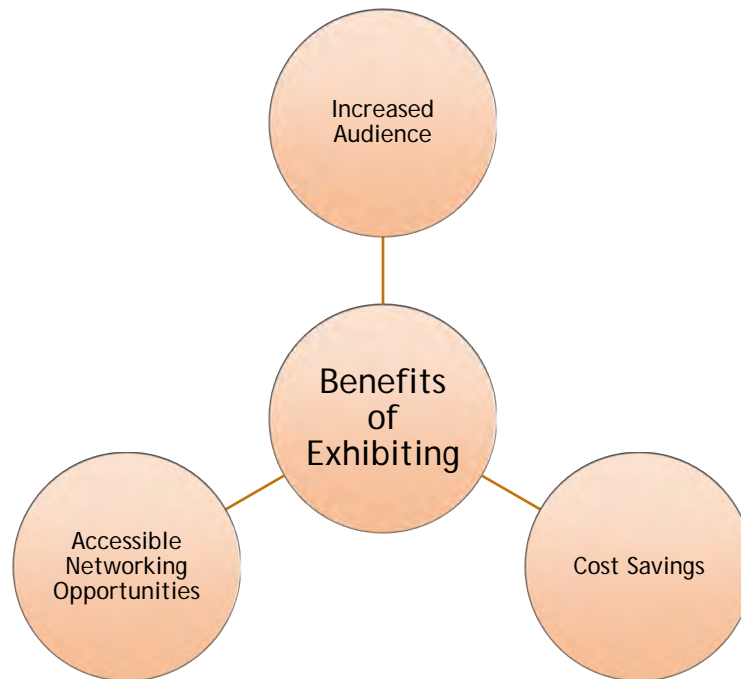
New York Chapter American College of Surgeons

Exhibitor Prospectus

COVID-19 Impact and Solutions for Surgeons | November 18, 2020

2020 ANNUAL MEETING AND EDUCATIONAL EVENT
5:00PM - 9:00PM EST

WHY EXHIBIT?



INCREASED AUDIENCE

We anticipate that this year's meeting attendance will be greater than ever, as attending the meeting has never been easier and registration is free. Our immersive virtual format will offer attendees quality education and an efficient way to learn about your products and services.

COST SAVINGS

Your company will save thousands of dollars in travel costs, booth fees, and shipping charges. Our virtual environment will allow you to connect with medical professionals and decision makers who are actively seeking information and solutions to better serve their patients

ACCESSIBLE NETWORKING OPPORTUNITIES

A virtual meeting can make networking more accessible than at an in-person meeting. Instead of having to coordinate schedules or track down potential customers virtual conference attendees will have many opportunities for direct communication at the click of a button.

YOU'LL HAVE ACCESS TO

1289

Surgeons

560

Residents in Training

123

Medical Students

	Platinum	Gold	Silver	Bronze
Exhibit Fee	\$8500	\$3500	\$1500	\$500
Satellite Symposium (or) Product Theatre (5:00pm-6:00pm) This session will be pre-recorded and played live. May not offer CME.	X			
Individual Zoom Room during reception (6:00pm - 6:50pm)	X	X	X	
Clickable button with company logo on the Exhibit Hall web page leading to virtual booth	X	X	X	X
<u>Virtual Booth Includes:</u>				
Company logo	X	X	X	X
Banner Ad	X	X	X	
Video	X	X	X	
PDF Resources (up to three)	X	X	X	
Website URL	X	X	X	X
Social media platform links	X	X	X	X
Company/product description character count	750	500	300	140
Company contact/representative information	X	X	X	X
“Contact us” button <i>for attendees to e-mail company contact</i>	X	X	X	X
Mailing Addresses of Attendees sent at conclusion of the meeting	X	X	X	

AGENDA

SATELLITE SYMPOSIA (5:00PM – 6:00PM)

6:00pm

Reception and Networking with Industry Partners

7:00pm

What the Chapter Did for You in 2020: NY Chapter ACS Annual Meeting Business

7:15pm

Treating Stressed Patients

The Doctors Company

7:45pm

The Surgeon's Guide to Assessing Your Financial Health

Altvest Personal Wealth Management

8:15pm

How the ADA Looks After COVID-19: What You Need to Know

Garfunkel Wild, P.C.

8:45pm

Recognition of Outgoing Governors / Officers

9:00pm

Conclusion

TARGET AUDIENCE

Surgeons, Residents and Medical Students

EXHIBITOR RULES AND REGULATIONS

The below rules and regulations have been established to govern exhibitors and ensure a professional atmosphere for our attendees and exhibitors. Exhibitors understand that when applying for virtual space they are bound by the rules and regulations that appear in the exhibitor prospectus as well as all other New York Chapter American College of Surgeons (NYCACS) material.

It is imperative that all exhibitors, exhibit designers, communication and marketing firms, and other third parties acting on an exhibitor's behalf are aware of and adhere to the ACS rules and regulations.

ELIGIBILITY TO EXHIBIT

Products and services must be related to the research or practice of surgery, and companies must be in good financial standing with (NYCACS). The (NYCACS) reserves the right to refuse space to any company who has failed to fulfill its financial obligations to the (NYCACS) and/or whose products or services, in the judgment of the (NYCACS), do not meet the educational, scientific, or practice needs of our members and attendees.

VIRTUAL EXHIBIT DATE

Exhibits will be available for viewing beginning Monday, November 16, 2020. Exhibitors are expected to be available for live chats from 5:00 am to 9:00pm EST during Wednesday, November 18, 2020. Please note that educational programming will take place Wednesday, November 18, 2020.

FULL PAYMENT

Exhibitor agrees to pay (NYCACS) in the amounts and by the deadlines set forth. Full payment is due no later than, November 6, 2020. If payment is not received by the deadline(s), the exhibitor may forfeit the opportunity to exhibit. Companies paying their balance due after November 6, 2020 are assessed a late fee of 3 percent of the total cost of the virtual exhibit. No company can participate unless full payment for a virtual booth has been received. The payments under this Agreement shall constitute payment solely for the virtual exhibit program as described in this exhibitor prospectus.

CANCELLATION POLICY

Cancellation must be received by (NYCACS) in writing. A refund, less a cancellation fee of 25 percent of the total virtual exhibit price, is available until November 6, 2020. After this date, no refunds will be granted. Funds cannot be applied to other opportunities.

VIRTUAL BOOTH MATERIALS

All booth materials will be due by October 30, 2020.

BOOTH ACTIVITIES

No accredited continuing education activity (in other words, for which CME or CEU certification is awarded) may be conducted in the exhibit booth. No promotion of a CME-accredited (NYCACS) educational session is allowed from the virtual booth. Official virtual Satellite Symposia may be promoted from your virtual booth.

An exhibitor giveaway should be educational or modest in value and cannot exceed \$100 in value. A promotional giveaway request must be sent via e-mail to Babette Atkins and approved by the (NYCACS). Prizes, contests, and/or lotteries are permitted; however, such activities must be approved by the (NYCACS) prior to the virtual conference. Exhibitors are solely responsible for notifying any winners, and alcohol is not permitted as a prize.

CONFIDENTIALITY

ACS and Exhibitor, on behalf of themselves and their respective agents and employees, agree not to use or disclose at anytime any confidential information of the other party or its affiliated groups, unless expressly authorized in writing and/or required by law. Both parties acknowledge that the obligations undertaken in this Section will survive the termination or expiration of this Agreement.

REGISTRATION AND ACCESS TO SCIENTIFIC SESSIONS

Though free to attend, everyone must register to participate in the (NYCACS) annual meeting. Exhibitors receive full access to the live meeting, including scientific sessions, with registration. CME is not available to those registered solely as exhibitors, however. In order to obtain CME, a person must register as a general attendee.

FORCE MAJEURE

The performance of this Agreement by either party is subject to acts of God, war, government regulation, disaster, fire, epidemic, threatened or imminent strikes, civil disorder, curtailment of transportation facilities, threats or terrorist attacks, or other similar occurrence beyond the control of the parties, making it illegal, impossible, or commercially impractical to carry on the Virtual Exhibits or fully perform the terms of this Agreement.

This Agreement may be terminated, or performance may be excused without penalty, for any one or more of such reasons by written notice from one party to the other.

INDEMNIFICATION AND INSURANCE

Each party agrees to indemnify and hold harmless the other, its agents, and employees from and against all claims, liabilities, and expenses, including reasonable attorneys' fees, arising from acts, omissions, or breach of this Agreement by the party or its agents or employees. The parties shall each maintain appropriate and sufficient insurance to cover their obligations under this Agreement.

LICENSE OF INTELLECTUAL PROPERTY

(NYCACS) and the Virtual Exhibitor are each the sole owner of all right, title, and interest to (NYCACS)'and the Exhibitor's respective information, including such party's logo, trademarks, trade names, and copyrighted information, unless otherwise provided (collectively, "Intellectual Property"). (NYCACS) and the Exhibitor hereby each grant to the other a limited, non-exclusive license to use certain of the granting party's Intellectual Property, including names, trademarks, and copyrights, in connection with promotion of the Virtual Exhibit Program.

LIMITS IN LIABILITY

In no event shall (NYCACS) be liable to the Exhibitor for more than the amount paid under the Agreement.

RELATIONSHIP OF THE PARTIES

(NYCACS) and Exhibitor agree that this Agreement is not intended to create any partnership, agency, joint venture, or employer/ employee relationship of any kind; both parties agree not to contract any obligations in the name of the other or to use each other’s credit in conducting any activities under this Agreement. The parties agree that exhibiting as part of the Virtual Exhibits does not constitute (NYCACS) official endorsement, guarantee, acceptance, or approval of Exhibitor, its services, products, programs, or activities.

TERM AND TERMINATION

This Agreement is effective as of the date of last signature, and will terminate (i) upon conclusion of the post promotion of the Virtual Exhibits, or (ii) upon the occurrence of a material breach (including failure to make timely payments) by either party if such breach is not cured within thirty (30) days after written notice of such breach is received, or (iii) upon thirty (30) days’ notice by (NYCACS) to Exhibitor, with or without cause. In the event of termination for material breach by (NYCACS), or termination without cause by (NYCACS), (NYCACS) will refund payments made by Exhibitor. Upon any termination of this Agreement, all rights and privileges for use of the other party’s Intellectual Property shall expire, and each party shall discontinue the use of the other party’s Intellectual Property.

AGREED TO BY:

Company Representative

Date

Babette Atkins
Executive Director (NYCACS)

Date

Contact Information:

New York Chapter American College of Surgeons
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518-598-7755