



Join us for the CHEST Annual Meeting 2023, Honolulu, Hawai'i, October 08-11, 2023

Non-CME Educational Program or Promotional Activity

Time Slots of Up to 3 Hours to Communicate Your Company's Message and Product Information to CHEST Attendees

Description

The American College of Chest Physicians (CHEST) is pleased to offer industry an opportunity to host a **non-CME educational program or promotional activity** during CHEST 2023. The available time slots will be on Monday or Tuesday evening, from 6:00 PM to 9:00 PM and will not compete with the CHEST Annual Meeting curriculum. This is an opportunity to host an activity, such as a workshop, poster presentation, reception, or other format to present non-CME education or promotional information to CHEST attendees. The non-CME educational programs will be held at the Hilton Hawaiian Village, 2005 Kalia Road, Honolulu, Hawaii.

Definition of a Non-CME Educational Program or Promotional Activity

A non-CME educational program and/or promotional activity may be an educational program, a reception, dinner, or other event that would be of interest to the attendees. If the activity is an educational program, the strategy may involve didactic presentations with or without interactive technology, a workshop and demonstration of equipment, and/or case presentations with roundtable discussions by faculty and attendees. The specific program content and design of the program or other activity is left to the discretion of the sponsoring company.

CHEST will provide the following:

- Standard meeting room setup (tables – banquet rounds, chairs, riser, and podium)
- Standard 22"x 28" signage outside the room, indicating this is a non-CME program or promotional activity

Any unauthorized signs or other promotional materials being displayed by companies will be removed by CHEST.

- Standard AV, consisting of: *(these items are subject to change)*
- Audio system including one (1) lectern microphone and one (1) wireless microphone
- Video system including one (1) projector, a seamless video switcher, slide advance remote w/ laser pointer, and one (1) 16:9 projection screens and projectors appropriate for room size

Any supplementary equipment and/or labor required must be coordinated through CHEST's exclusive provider, Encore. Any additional equipment, overnight reset room fees, and/or tech support (including dedicated AV operators) needed during the event and/or rehearsal will be the responsibility of the sponsoring company. CHEST must be notified of changes by August 15.

- Use of a complimentary mailing list of registered attendees for one-time use only. This list will include mailing addresses but not email addresses. The list can only be utilized for the purpose of marketing your approved symposium and cannot be retained or integrated into other databases or materials. E-mailing options are available for an additional fee.
- Specifics subject to change based on available space and other requirements.

The Sponsoring company will be responsible for the following:

- Development of the program and/or special activity
- Sponsor **must** provide the following **disclaimer on all CHEST Annual Meeting 2023 non-CME marketing materials:** *"This is a non-CME event and does not qualify for CME or CE, or MOC credit. This event is not part of the official CHEST Annual Meeting 2023 conference sessions. This event is not an endorsement by CHEST and does not reflect the views or opinions of CHEST."*
- Recruitment of participants, including production and distribution of invitations. CHEST does not guarantee attendance numbers for the symposia
- Meal function and/or refreshments
- Any special setups other than tables and chairs included in the standard AV package described in these materials
- Sponsors are responsible for ensuring that all attendees of their symposia are vaccinated, either by:
 - Limiting attendance to registered attendees of CHEST 2023 (who will have had to attest to vaccination in order to register); or putting in place a process to require all attendees of their symposia who are not registered attendees of CHEST 2023 to attest that they have completed the complete course of an FDA-approved COVID-19 vaccination, and to prohibit any individual from attending the symposia unless they so attest.
- Symposia sponsors may rely in good faith on the self-attestation of vaccination by attendees
- Ensuring that attendees are aware of any Sunshine Act reporting requirements for the event

Comply with CHEST rules for on-site program promotion at CHEST:

- A company may display ONLY two (2) meter board signs outside ONLY one entrance to the ballroom, regardless of how many door openings there are to the ballroom.
- Signs may only be displayed once the room is released to the company on the day of the program (approximately

1:00 pm).

- Companies may not place signs or any other promotional materials in any hotel area including lobbies or hallways. All unauthorized signs or materials will be removed and discarded by CHEST.
- CHEST will provide a 22"x 28" sign designating the event as non-CME.
- Registration area may not be larger than four (4) 8-foot tables and cannot extend more than 8 feet from entry. In areas smaller than 16-feet across, the registration tables may not take up more than half of the space.
- Company staff may not be positioned at elevators, escalators, or other public areas leading to program. Staff is restricted to the registration area directly in front of room.
- Other than allowances for registration, the entire program must take place inside the assigned room. This includes bars, buffets, and socializing areas.

Request for Funding

3-hour evening program..... \$75,000/program

(In order to reserve this special opportunity, CHEST requires payment within 30 days of invoicing. A 50% refund will be given for programs canceled by July 1, 2023. No refund will be issued after July 1, 2023.)

Health & Safety

The Supporting Company must comply with all safety requirements, guidelines, and directives by CHEST or the facility, including those related to COVID-19. CHEST reserves the right to add additional requirements at any time by written notice, including without limitation vaccine or other public health requirements.

See attached guidelines for conducting a non-CME educational program or promotional activity at CHEST events.

For more information about exciting funding opportunities, please contact Josh Coe at:

American College of Chest Physicians (CHEST)

• 2595 Patriot Boulevard • Glenview, Illinois 60026

Office +1 (224) 521-9582 • Fax +1 (224) 521-9801 • email jcoe@chestnet.org



Guidelines for Conducting a Non-CME Educational Program and/or Promotional Activity at the CHEST Annual Meeting

Application Process

Sponsor must submit payment within 30 days of submission. The application must be completed in its entirety in order to be considered. Applications will be reviewed for acceptance and, if accepted, assigned slots on a first-come, first-served basis. No event is reserved until written confirmation by CHEST. CHEST reserves the right to accept or reject any application. CHEST reserves the right to restrict or reject any application or to require an applicant to modify its activity even after approval.

Cancellation Policy

By the Applicant

CHEST must be notified in writing of any cancellation by the sponsoring company. For cancellations received by the close of business on July 1, 2023 CHEST will issue a refund of 50%. For cancellations received after July 1, 2023, no refunds will be issued.

By CHEST

In the event CHEST cancels the in-person portion of the CHEST 2023 Annual Meeting, the company sponsor will have the following options, which are its exclusive remedies:

- I. Apply the fee toward a to-be-determined fee for hosting the event in conjunction with the virtual portion of CHEST 2023 (and a refund of any difference);
- II. Apply the fee as a deposit for CHEST 2024; or
- III. Request a refund of the fee. Refunds will be payable within 90 days of the date of cancellation by CHEST.



Application to Conduct a Non-CME Activity

IMPORTANT DUE DATES:

- **Payment** is due within 30 days of application submission and no later than July 1, 2023. If payment is not received within that time, CHEST may release the Activity and sell it to another party.
- **Non-CME Symposia** are nonrefundable beginning July 1, 2023.
- July 1 - Final program title, description, and speaker names due.
- August 15 – CHEST must be notified by this date of any room setup changes

A. Date/Time of Non-CME Educational Program/Promotional Activity	
Location	CHEST Annual Meeting 2023, Honolulu, Hawai'i
Date / Time	<input type="checkbox"/> Monday, October 9, 2023 5:30 PM – 8:30 PM <input type="checkbox"/> Tuesday, October 10, 2023 5:30 PM – 8:30 PM
B. Contact Information	
Company Name (as it should appear in marketing materials)	
Brand Name and Disease State	
Address	
Primary Contact	
Phone Number	
Fax Number	
Email	
C. Description of Non-CME Educational Program or Promotional Activity	
1. Type of Activity (Check all that apply)	<input type="checkbox"/> Non-CME Educational Program OR <input type="checkbox"/> Promotional Activity <input type="checkbox"/> Product Demonstration <input type="checkbox"/> Reception <input type="checkbox"/> Poster Presentation <input type="checkbox"/> Other (Please Specify) _____
2. Description of Activity	Please complete title and description questionnaire. This information will be used for the CHEST program to promote your event. (<i>Link to come</i>)
3. Number of Attendees	
D. Marketing	
1. Marketing Plan	Participation in the CHEST Daily News, announcing the program. <i>This is a separate fee to be contracted with TriStar Publishing, CHEST's exclusive vendor.</i>
2. Additional Strategy (Please Specify)	
E. Fees	
1. Non-CME Fee	A \$75,000 fee is due 30 days after invoicing.
2. Cancellation & Refund	A 50% refund will be given for programs canceled by July 1, 2023. No refund will be issued after July 1, 2023.

(Application to Conduct a Non-CME Educational Program or Promotional Activity continued.)

I have read and understand the guidelines for holding a Non-CME Educational Program or Promotional Activity at CHEST 2023, and Company will comply with the above guidelines as well as the Terms and Conditions set forth below. I am authorized to sign this on behalf of the below-listed company.

Company Name (as it should appear in sponsorship recognition materials)

Print Contact Name

Contact Signature

Date

To reserve your space, please complete and return this form to the attention of:

Josh Coe
American College of Chest Physicians
2595 Patriot Boulevard
Glenview, Illinois 60026
Phone: +1 (224) 521-9582
Fax: +1 (224) 521-9801
E-mail: jcoe@chestnet.org



Terms and Conditions
Non-CME Educational Program or Promotional Activity
CHEST 2023

By submitting the attached application for a Non-CME Educational Program or Promotional Activity ("Activity"), the Company agrees to be bound by the following Terms and Conditions.

- 1. Acceptance.** All applications are subject to review and approval by CHEST. CHEST reserves the right to reject any application for any or no reason. Applications are not approved until and unless confirmed in writing by CHEST.
- 2. Use of Space.** Upon written acceptance of an application by CHEST, the Company will have access to the designed space to conduct the Activity described in the application. CHEST will provide the space, setup, and limited support set forth in the above application and guidelines. Anything not listed in the application is the responsibility of the Company. The Company shall use the space only for the activity identified in the application and for no other purpose without CHEST's advance written consent. Materials changes to the nature of the Activity must be approved by CHEST in advance.
- 3. Fees.** The Company shall pay CHEST the fees corresponding to the Activity within 30 days of submission. Starting July 1, full payment is due with submission. Slots are on a first-come, first-served basis, and no slot is reserved until an application has been approved and payment received.
- 4. Content.** The Company is solely responsible for the topic and content of the Activity. The Company warrants and represents that the Activity will comply with all applicable laws and regulations, including without limitation those relating to marketing of products, medical information, and intellectual property. The Company further warrants and represents that it has the legal right to use and reproduce any content used as part of the Activity and that no such content violates the intellectual, property, or proprietary rights of any other person or entity.
- 5. Prohibited Content.** CHEST does not accept activities that display, promote, or sell cosmetics or beauty products, nerve stimulation and/or anti-aging equipment or devices (including infrared, LED, TENS, and/or EMS units), drugs, devices, or therapies that have not been approved by the FDA, as well as any other products or services contrary to the mission of CHEST. CHEST reserves the right to reject any application or to require modification of the Activity after approval in its sole discretion.
- 6. Disclaimers.** The Company shall not state or imply that the Activity, its content, or any statements or claims made during the Activity, represent the views of, or are endorsed by, CHEST or CHEST Foundation. The Company shall include the disclaimers in all written materials as set forth in the application.
- 7. Attendees.** The Company shall limit attendance at its Activity to registered attendees of CHEST 2023. Any exception must be approved in writing in advance by CHEST.
- 8. COVID-19 Safety.** The Company shall, and shall ensure that its employees, agents, and representatives, comply with all CHEST 2023 health and safety protocols as provided to the Company in writing. CHEST reserves the right to add to or amend such protocols at any time upon written notice.
- 9. Cancellation.** Cancellations are subject to the Cancellation Policy set forth in the application. In addition, CHEST reserves the right to cancel the activity at any time and for any reason and to refund the applicable fees in full. If CHEST cancels the in-person portion of CHEST 2023 and the Company fails to indicate in writing its choice within 60 days of notice of cancellation, CHEST reserves the right to apply the fees as a deposit toward CHEST 2024.
- 10. Substitutions.** CHEST may make reasonable substitutions to the space of the Activity. CHEST will consult the Company in advance before making any such substitution to the extent practical.
- 11. Responsibility.** The Company is solely responsible for all acts and omissions of the Company, including its employees, agents, contractors and representatives, in conjunction with the Activity as well as all acts, omissions, and damages caused by attendees of the Activity, and shall defend and indemnify CHEST, its affiliates, and their respective officers, directors, employees, contractors, and agents from and against the same.
- 12. Insurance.** The Company shall maintain in effect for the duration of the marketing and conducting of the Activity comprehensive general liability insurance coverage with a minimum limit of \$1,000,000 per occurrence. The Company shall provide CHEST with written evidence of such insurance coverage upon request.
- 13. Indemnification.** Applicant shall defend and indemnify CHEST, CHEST Foundation, and their respective officers, directors, employees, and agents from and against all claims, demands, damages, judgments, losses, fines, liabilities, and expenses (including legal fees) arising out of or related to the acts or omissions of Applicant, all marketing,

communications, content, and discussions for the Activity, and all acts and damage occurring during the Activity, whether caused by Applicant personnel or attendees.

14. EXCLUSION OF CERTAIN DAMAGES. *Neither CHEST nor Applicant, including their respective officers, directors, employees, or agents be liable to the other party for any consequential, indirect, special, punitive, or incidental damages arising out of or related to the Activity.*

15. Entire Agreement; Amendment; Waiver. This agreement constitutes the entire understanding of the parties with respect to the Activity, and supersedes all prior or separate agreements and understandings regarding the same subject matter. No amendment to these Terms and Conditions will be effective unless it is in writing and signed by the parties. No waiver of any rights under these Terms and Conditions will be effective unless provided in writing by the party waiving such right, and any such waiver will apply only to the specific circumstances identified.

16. Assignment; Governing Law. Neither party may assign its rights or obligations under these terms and conditions. Illinois law governs these terms and conditions and all disputes arising out of the application, these terms and conditions, or the Activity.