

Non-CME Educational Program or Promotional Activity

Timeslots 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 2024. The available timeslots 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 Omni Boston Hotel at the Seaport, 450 Summer Street, Boston, MA 02210.

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 with laser pointer, and one (1) or two (2) 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, Freeman. 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.
- One complimentary Exhibit Hall registration pass to the Applicant or their designee
- 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. Emailing 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 2024 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 2024 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
- 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 the program. Staff is restricted to the registration area directly in front of the 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

See attached application and Terms and Conditions 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

Application to Conduct a Non-CME Activity



IMPORTANT DUE DATES:

- **Payment** is due within 30 days of application submission and no later than June 1, 2024. 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 June 1, 2024.
- Aug 1 Final program title, description, and speaker names are due.

Α.	Date/Time of Non-CME Educational Program/Promotional Activity			
	Location	CHEST Annual Meeting 2024, Boston, Massachusetts		
	Date/Time	☐ Monday, October 07, 2024 6:00 PM − 9:00 PM		
		☐ Tuesday, October 08, 2024 6:00 PM - 9:00 PM		
В.	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 E	ducational Program or Promotional Activity		
	1. Type of Activity	□ Non-CME Educational Program OR □ Promotional Activity		
	(Check All That Apply)	☐ Product Demonstration ☐ Reception ☐ Poster Presentation		
		☐ Other (Please Specify)		
	2. Description of Activity	Please complete title and description questionnaire. This information will be used		
	3. Number of Attendees	for the CHEST program to promote your event. (Link to come)		
	3. Number of Attendees			
D	Marketing			
D.	1. Marketing Plan	Participation in the CHEST Daily News, announcing the program. This is a		
	1. Marketing Plan	separate fee to be contracted with TriStar Publishing, CHEST's exclusive vendor.		
	2. Additional Strategy	3,		
	(Please Specify)			
E.	Fees			
E.	Fees 1. Non-CME Fee	A \$75,000 fee is due 30 days after invoicing.		
E.		A \$75,000 fee is due 30 days after invoicing. A 50% refund will be given for programs canceled by June 1, 2024. No refund will		

Company Name (as it should appear in sponsorship recognition	materials)	_
Print Contact Name		
Contact Signature	Date	

By submitting this application for a Non-CME Educational Program or Promotional Activity, the Company

agrees to be bound by the attached Terms and Conditions.

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: <u>icoe@chestnet.org</u>



Terms and Conditions Non-CME Educational Program or Promotional Activity CHEST 2024

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.** 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. 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 June 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 it will comply with all applicable laws in the marketing and conducting of the Activity, 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 antiaging 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, and to cancel the Activity at any time up to and including the date of the Activity and provide a refund.
- **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 2024. Any exception must be approved in writing in advance by CHEST.
- **8. Health and Safety**. The Company shall comply with all health and safety requirements, guidelines, and directives of CHEST or the facility. CHEST reserves the right to add additional requirements at any time by written notice.
- 9. Cancellation.

By Supporting Company.

Prior to June 1, 2024: 50% refund After June 1, 2024: no refunds

By CHEST. In the event CHEST cancels the in-person portion of the CHEST 2024 Annual Meeting, the Supporting Company will have the following options, which represent its exclusive rights regarding such cancellation: to apply the fee toward any online portion of CHEST 2024, to apply the fee as a deposit for a 2025 Learning Theater, or to receive a refund. Refunds will be payable within 90 days of written election by the Supporting Company.

- **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, will 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**. These Terms and Conditions constitute the entire understanding of the parties with respect to the Activity. Any other agreement between the parties purporting to apply to the Activity will be in addition, and will not supersede, nullify, or have primary effect over these Terms and Conditions regardless of whether such agreement claims such effect or was executed before or after the application. In the event of a conflict between these Terms and Conditions and such other agreement, these Terms and Conditions will be primary. No amendment to these Terms and Conditions will be effective unless it is in writing and signed by the parties.
- **16. Assignment; Governing Law**. Neither party may assign its rights or obligations under these Terms and Conditions without the other party's advance written consent. Illinois law governs these Terms and Conditions and all disputes or issues arising out of or related to the Activity.