



## OAGS Sponsorship Terms & Conditions (Events)

AS OF JUNE 2023

Ontario Association of General Surgeons  
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### OAGS 29<sup>th</sup> Annual Meeting

November 4, 2023

Hilton Toronto, 145 Richmond St. W., Toronto, Ontario, Canada

Plenary Meeting: Toronto Ballroom I & II, Conventions Level

Exhibiting & Breaks: Conventions Foyer

1. **DEFINED TERMS:** These are the terms and conditions (the "Agreement") governing your participation in any **Ontario Association of General Surgeons (OAGS)** hosted and operated event, meeting, show, seminar or conference (the "Event"). By registering for the Event, you agree to these terms which form a binding legal contract between the Event organizer and host, Ontario Association of General Surgeons ("OAGS", "Producer", "Host" or "Organizer"), Hilton Toronto Hotel downtown ("Venue") and the registered participant ("you", "Exhibitor" or "Sponsor"). If you are registering on behalf of your company and/or another individual company representative, it is your responsibility to ensure the company/person participating is aware of these terms and accepts them.
2. **ETHICS:** Sponsors shall comply with the [CMA Guidelines for Physicians in Interactions with Industry](#) and the [National Standard for Support of Accredited CPD Activities](#).
3. **COVID SAFETY POLICY (In-Person Event):** Event Exhibitor/Company Reps/Attendees will conform to and comply with all of the OAGS and Hotel rules and regulations as well as all applicable municipal, provincial, and federal ordinances, mandates, laws, rules, and regulations. This will be an in-person meeting. OAGS will be following health and safety measures that meet or exceed those currently set by the Health Authority of Ontario, the Public Health Agency of Canada (PHAC) and the Hilton Hotel. The OAGS reserves the right to change or update the requirements at any time.
4. **PAYMENT: Sponsor shall pay the Sponsor/Exhibitor fee(s) to OAGS within 30 days after signing contract. Deadline for payment is November 1<sup>st</sup>.** All prices are net. All payments are to be paid in Canadian funds. Any additional costs incurred by the Sponsor (i.e. registration package donation, delivery of gamification prizes) are the responsibility of Sponsor. Pending receipt of a signed, completed contract and OAGS approval, Sponsorship shall be in effect and invoiced accordingly. If Sponsor fails to make the required payment in a timely manner, OAGS may terminate this contract and Sponsor's participation in the Event without further notice and without obligation to refund monies previously paid. OAGS reserves the right to refuse Sponsor's participation in the Event if Sponsor is in arrears of any payment due to OAGS. If payment is not made, OAGS reserves the right to make Sponsorship space available to others without releasing Sponsor from any liability. OAGS has the right to omit any company not paid in full by the above stated deadline from the official Event. Should OAGS decline to accept this Agreement for any other reason before the Event, OAGS will return the Sponsor's submitted payment.
5. **CANCELLATION OR INTERRUPTION OF EVENT:** This contract may be cancelled by either party, provided written notice is received by the other at least 60 days prior to the first day of the Event, in which case all monies paid by the Exhibitor will be refunded. If the Exhibitor cancels after this date, but prior to 30 days of the Event, then he/she shall forfeit one third of the total contracted cost. If the Exhibitor cancels within 30 days prior to the Event, the exhibitor will be liable for 100% of the total contracted amount. By cancelling this contract or by not paying in full within 30 days of signing the contract and/or before the Event, the Exhibitor forfeits all rights or claims to the allocated space and OAGS is free to rent it to others and collect the cancellation charge as damages.  
  
If for any reason beyond Event's control (e.g., fire, casualty, flood, epidemic, earthquake, explosion, accident, blockage, embargo, inclement weather, governmental restraints/mandates, act of public enemy, riot or civil disturbance, impairment or lack of adequate transportation, technology, power or connectivity outages, inability to secure sufficient labor, technical or other personnel, municipal, provincial or federal laws, or act of God), the Event, or any part thereof, is prevented from being held or interrupted, OAGS may cancel the Event. In such event, OAGS/Venue shall not be responsible for delays, connectivity, damage, loss, increased costs, or other unfavorable conditions arising by virtue thereof, and Sponsor waives claims for damage arising there from.
6. **POSTPONEMENT OF EVENT:** If for any reason the dates of the Event should be changed, no refund will be due to Sponsor. Event will re-assign Sponsorship to the newly arranged date under the terms of this contract. OAGS shall not be financially liable or otherwise obligated in the event that the Event is relocated, rescheduled or postponed.

7. **INDEMNITY:** OAGS nor any of its officers, agents, employees or other representatives, shall be held liable for, and each is hereby released from any damage, loss, harm, or injury to the person or property of Sponsor or any of its visitors, officers, agents, employees or other representatives, resulting from Sponsor's participation in the Event, licensing and/or use of Sponsorship space hereunder, or the failure of Producer to make available the Sponsorship space/Sponsorship or hold the Event, however caused, including that caused by Producer's, or its officers', agents', employees' or other representatives' negligence. Sponsor shall indemnify, defend, and hold harmless **OAGS ("Organizer"), Venue/Virtual Event Platform ("Intellectual/Property Owner")** and their respective owners, directors, officers, employees, agents and representatives, from any and all claims, demands, suits, liability damages, loss, costs, attorneys' fees, and expenses of any kind which might result or arise from its participation in the Event, its licensing and/or use of Sponsorship space hereunder, or any action or failure to act on the part of Sponsor or its officers, agents, employees, or other representatives. Sponsor represents and warrants that it complies with all Event rules & regulations; and that it holds the necessary rights to permit the use of the logo and other materials it provides to Event for the purpose of this contract; and that the use, reproduction, distribution, or transmission of these materials will not violate any criminal laws or any rights of any third parties, including, but not limited to, such violations as infringement or misappropriation of any copyright, patent, trademark, trade secret, music, image, or other proprietary or property right, false advertising, unfair competition, defamation, invasion of privacy or rights of celebrity, violation of any anti-discrimination law or regulation, or any other right of any person or entity.
8. **LIABILITY & INSURANCE:** Sponsor acknowledges that it is the sole responsibility of Sponsor to obtain sufficient insurance such as Cyber Liability and/or Comprehensive General Liability Insurance coverage of no less than \$1,000,000 to protect the Sponsor from any and all losses which might be incurred by Sponsor while attending Event. **The Ontario Association of General Surgeons and Venue (for on-site venue: Hilton Toronto Hotel and KWHC Toronto Inc.) should be added as Additional Insureds for this event.** It is the responsibility of the Exhibitor to provide evidence thereof. **Exhibitors should have comprehensive a general liability insurance certificate prepared – ready to produce on site upon request.**

9. **EXHIBIT SCHEDULE:**

<b>Storage (locked)</b>	<b>Johnston Room (Conventions Level)</b>	<b>Nov. 3-4, 2023</b>	<b>8am (Fri) (locked until event begins) – 6pm (Sat)</b>
<b>Set-Up</b>	<b>Conventions Level Foyer</b>	<b>Nov. 3, 2023</b> <b>Nov. 4, 2023</b>	<b>9pm-11:59pm</b> <b>6:00am-8:30am</b>
<b>Exhibit Hours</b>	<b>Conventions Level Foyer</b>	<b>Nov. 4, 2023</b>	<b>8:30am-3:40pm</b> Breakfast (8:30am-9:00am) AM Break (10:20am-10:45am) Lunch (12:35pm-1:35pm) PM Break (3:30pm-3:55pm)
<b>Tear-Down</b>	<b>Conventions Level Foyer</b>	<b>Nov. 4, 2023</b>	<b>~4:00pm-6:00pm</b>

*\* These times may vary due to changes or delays to the program.*

10. **BOOTH:** It is understood that OAGS or its appointed agents has sole discretion in the assignment/size of booths. A standard on-site booth size is approximately 40 square feet and will be supplied with a 6-foot skirted table and chairs (size may vary depending on sponsorship level listed in the prospectus). OAGS reserves the right to alter/change the Exhibitor's assigned location/size at any time if deemed in the best interests of the Event. OAGS or its appointed agent(s) reserves the right at any time to reject, prohibit, alter or remove exhibits or any part thereof, including printed materials, products, signs, lights or sound, and to expel exhibitors or their personnel if, in OAGS' opinion, their conduct or presentation is objectionable to other meeting attendants. The Exhibitor agrees to confine its presentation within the contracted space only, set by the Prospectus and floorplan, and to maintain staff in the assigned booth during the event hours.
11. **ACCESS TO POWER:** Individual booth access to a standard electrical power drop (7.5 amps) for the on-site Event will be **provided upon request ONLY**. This will be arranged by the OAGS and provided by the Venue in-house AV vendor. Exhibitors are advised to check with your company's tech team to ensure whether 7.5 amps is sufficient to avoid a power outage on the day of the Event. The Exhibitor agrees to pay and/or arrange for any additional electrical costs or damages related to his/her exhibit as may be incurred by the OAGS. All operating electrical equipment used in the exhibit must be approved for use in Canada.
12. **ACCESS TO INTERNET:** On-site Venue and its in-house AV vendor, Encore Global, will be providing internet services for the Event. The OAGS Event will provide the exhibitors and attendees with instructions for **wireless internet for public access** on the day of the Event. Any individual connected to the Guest Wireless Network in order to use it directly or to connect to any other network(s), must comply with the Venue/Vendor policy pertaining to use of network(s) or host(s) used, and all applicable laws, rules, and regulations. Neither the OAGS, Venue nor AV vendor will ensure availability or security of the guest wireless network. By using the guest wireless network, the client agrees to defend, indemnify, and hold harmless OAGS, Venue, and AV vendor for any losses or damages that may result from use by the exhibitor/attendee user of the guest wireless network. Neither the OAGS, Venue nor AV vendor will take responsibility or assume liability for any content uploaded, shared, transmitted, or downloaded by the client or any third party, or for anything the client may encounter or any data that may be lost or compromised while connected to the guest wireless network. OAGS/Venue/AV Vendor reserves the right to disconnect any user at any time and for any reason. The guest wireless network is provided as a courtesy to allow guests access to the internet. Inappropriate use of the guest wireless network is not permitted. **Exhibitors interested in obtaining a secure hard-wired internet**

access will notify the OAGS, whereupon they will be put in contact with the Venue's in-house internet provider, Encore Global. The exhibitor will be responsible for arranging and paying for any additional internet access.

13. **SHIPMENTS:** All goods shipped to the Event must be clearly marked with the name of the Exhibitor and the origin/destination information. Goods must not be shipped to the Event with shipping charges to be paid on arrival, as these will not be accepted by either the Hotel or the OAGS. Neither the OAGS nor the Hotel assumes responsibility for loss or damage to goods belonging to the Exhibitor before, during the period of the Event, or after its closing. **All goods will be shipped to the venue no sooner than 8am on the day prior to the event and OAGS will be notified of delivery in advance (Hilton Toronto Hotel downtown, 145 Richmond St. W, Toronto - no sooner than 8am, Nov.3, 2023).** Large shipments must use the venue loading dock. The Exhibitor agrees to abide by the instructions and schedule given by the dock supervisor pertaining to the move-in and move-out scheduling. (Refer to OAGS [Shipping Label](#) for complete details.)

**Dismantling or removal** of exhibiting displays during the Event is discouraged until **after the mid-afternoon break**. The Exhibitor agrees to remove or arrange for removal/pickup of his/her own exhibit, equipment and products from the Event building by the **final move-out time limit (on-site Venue: Nov.4, 2023 at 6pm on the day of the event at the latest)**. Exhibitor/Company Reps MUST NOT leave behind shipments without attached waybills, labels and instructions. If failure to do so, the Exhibitor agrees to pay for such additional costs as may be incurred by the OAGS to ship and store offsite with a third party show services vendor. The OAGS will have a contract with **Robinson Show Services**. Should sponsors/exhibitors require advanced assistance with shipping, earlier storage or any additional furnishings for their booth, they are advised to notify the OAGS, whereupon the sponsor will be put in contact with Robinson Show Services to make their own arrangements and invoiced as such. The OAGS will not be liable for additional third-party vendor orders as arranged by any Event exhibitors/sponsors.

**Labour:** Exhibitors must provide their own labour for the loading/unloading of trucks and transportation of equipment and display materials to and from the storage/exhibit area. Neither the OAGS nor Venue/Hotel will provide labour for this purpose. To avoid damage to flooring, wooden skids must be placed under all heavy pieces of equipment. Bolts or other fastenings must be countersunk below the surface of such skids, and sharp edges or nails that might scratch into the floor must be eliminated. The Venue will hold exhibitors liable for any damage to Hotel property.

14. **SECURITY:** Neither the hotel nor the OAGS will be held responsible for losses or damages. The exhibit area will be in the open Conventions foyer instead of a secured room. OAGS will not be obtaining special security for this area, but it will take reasonable precautions to safeguard Exhibitors' property when kept in a locked storage space ( Johnston Room, Conventions level) after 8am on Friday, November 3 until the event commences on the next day. It is the responsibility of the exhibit shipper/company representative to request the hotel banquet manager on the conventions level to open the room for respective equipment storage and lock it again before leaving. OAGS recommends that each Exhibitor purchase a rider on the Exhibitor's own general liability insurance policy protecting them against damage incurred in the Exhibit Hall. During exhibit hours on the day of the Event, exhibitors are encouraged not to leave your booth or belongings unattended. If using smaller portable electronic devices (i.e. laptops, tablets) as part of your display, you are encouraged to secure them to the table using a security cable.
15. **ACCOMMODATION:** The OAGS now has a block of rooms available at the Hilton Toronto Hotel (145 Richmond St. W.) for Ontario Association of General Surgeons at a terrific group rate of **\$189 CAD/std rm. The block will be released on October 20, 2023, so book soon! Book Online here: <https://book.passkey.com/go/OAGS2023>.**
16. **PARKING:** The OAGS will NOT validate parking. Underground parking is available beneath the Hilton Hotel (clearance: 6' 4"). Other Green P public parking can be found at: <http://parking.greenp.com/>.
17. **GOVERNING LAW AND DISPUTE RESOLUTION:** These Terms shall in all respects be interpreted and governed by in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein, without regard to conflicts of laws principles.
18. **INTELLECTUAL PROPERTY:** You acknowledge and agree that Venue/Platform ("Intellectual/Property Owner") exclusively owns all intellectual property rights and OAGS owns all contributions to and for the Event.
19. **COPYRIGHTED MATERIALS:** Sponsor shall not violate any copyrights with respect to writings, music or other material used by it at the Event or at any affiliated function, and assumes sole liability and responsibility for the use and display of all copyrighted materials at the Event, and shall obtain any and all necessary licenses therefore.
20. **LISTINGS AND PROMOTIONAL MATERIALS:** By participating in the Event, Sponsor grants to OAGS a fully-paid, limited non-exclusive license to use, display and reproduce the name, trade names and product names of Sponsor in any Event directory (print, online or other media) listing the Sponsoring companies at the Event and to use such names in Event promotional materials. Event shall not be liable for any errors in listings or descriptions or for omissions. Sponsor's items and personnel appearing during the Event may be included in Event photographs and used for Event promotional purpose.

21. **SPONSOR CONDUCT:** Sponsor and its employees/representatives shall conduct themselves in a manner in accordance with standards of common courtesy. You acknowledge and agree that OAGS reserves the right to remove you from the Event if OAGS, in its sole discretion, determines that your participation or behavior creates a disruption or hinders the Event or the enjoyment of the Event content by other participants.
22. **PROHIBITED CONDUCT LIMITATIONS ON USE:** By registering for the Event, you agree not to sell, trade, transfer, sublet or share your complimentary access link or virtual/on-site booth space unless such transfer is granted by OAGS. If OAGS determines that you have violated this policy, OAGS may cancel your access, retain any payments made by you, and ban you from current/future OAGS virtual and live events.
23. **USE OF ATTENDEE/REGISTRANT CONTACT INFORMATION:** By registering for this Event, Sponsors give permission for their presence to be visible and shared with other registrants, associated third-party vendors, and be included in the Event Attendee List. The Attendee List may not be reproduced, copied or disseminated, entered into a computer database, used as part of or in conjunction with a mailing list, or otherwise utilized except for your individual, personal and confidential reference; use of the Attendee List to send unsolicited marketing e-mails ("spam") is not permitted. Lead Retrieval contact information (virtual if applicable) may be shared with only those event Sponsors with whom the attendees initiated engagement and may not be reproduced, copied or disseminated, entered into a computer database, used as part of or in conjunction with a mailing list, or otherwise utilized except for your individual, personal and confidential reference; use of the Lead Retrieval data (if applicable) to send unsolicited marketing e-mails ("spam") is not permitted. The OAGS reserves the right to use the registrant and Sponsor contact information for communication purposes related to the Event, future events and any other OAGS-related matters deemed appropriate.
24. **RECORDING & BROADCASTING:** Sponsor may not record or broadcast audio or video of sessions of OAGS Events. Sponsor may not record any one-on-one meetings, group discussions, virtual networking, or any other activity with other attendees without prior written consent from OAGS and all other attendees in the conversation. By participating in an OAGS Event, you acknowledge and agree yourself and on behalf of your company to grant OAGS the right to record, film, live stream, photograph, or capture your likeness or that of your company logo, company guest speaker or company-related presentation content in any media now available or hereafter developed and to distribute, broadcast, use, or otherwise globally to disseminate, in perpetuity, such media without any further approval from you or any payment to you. This grant to OAGS includes, but is not limited to, the right to edit such media and the right to use the media alone or together with other information. Recorded sessions are intended for continued professional education archived on password protected property of the OAGS only and not public platforms.
25. **UNETHICAL PRACTICES:** OAGS reserves the right to deny participation to anyone who engages in or is reputed to engage in unethical or non-compliant business practices.
26. **ADDITIONAL EXCLUSIONS:** OAGS may also exclude any prospective Sponsor from registering for or participating in any hosted Event, in OAGS's sole discretion.
27. **ANTI-HARASSMENT POLICY:** OAGS is dedicated to providing a harassment-free Event experience for everyone. OAGS does not tolerate harassment of any form.
28. **AMENDMENT, INTERPRETATION:** OAGS shall have full power in the enforcement and interpretation of all terms, conditions and rules, and the power to make amendments and set further terms, conditions, and rules as it deems necessary and in the best interest of the Event.
29. **AGREEMENT TO TERMS, CONDITIONS AND RULES:** Sponsor agrees to observe and abide by the foregoing terms, conditions and rules, and by such reasonable additional terms, conditions and rules made by OAGS, Venue/Platform, municipal/provincial/federal gov't from time to time for the efficient and safe operation of the Event all of which constitute a part of this Agreement. The rights of OAGS under this contract shall not be deemed waived except as specifically stated in writing and signed by an authorized representative of OAGS.

The Exhibitor agrees to comply with all union contracts and labour relations agreements in force, agreements between OAGS, official contractors serving companies and the building in which the Event will take place in accordance with the labour laws of the jurisdiction in which the building is located. The Exhibitor will not do anything directly or indirectly connected with his/her display which may be a violation of any law, bylaw, ordinance or regulation of any governmental body, or which may be in violation of the regulations of the fire code.

30. **ENTIRE AND BINDING CONTRACT:** This contract constitutes the entire contract between OAGS and Sponsor with respect to the subject matter herein and supersedes all prior written and oral contracts or statements not referenced herein. No representation, statement, condition, warranty or contract not contained or referenced in this agreement shall be binding or have any force or effect whatsoever. OAGS reserves the right to add restrictions/requirements subsequent to this contract if it is deemed necessary and the Sponsor is notified appropriately.
31. **NO WAIVER:** The failure of either Sponsor or OAGS to enforce any of their rights under this contract shall not constitute a waiver or modification of this contract, and either Sponsor or OAGS may, within the time provided by agreement, take appropriate action to enforce any such rights.

32. **SEVERABILITY:** If any term or provision of this contract shall to any extent be held invalid or unenforceable, the remaining terms and provisions of this contract shall not be affected thereby, but each term and provision shall be valid and enforced to the fullest extent.
33. **MODIFICATIONS/ASSIGNMENT:** No supplement, assignment, amendment or modification of this contract shall be effective unless it is in writing and signed by both OAGS and Sponsor.
34. **ENDORSEMENT:** Acceptance of this Agreement does not imply endorsement by OAGS of Sponsor or Sponsor's products/services.
35. **ENTIRE AGREEMENT:** This contract constitutes the entire agreement of the parties with respect to the subject matter hereof and specifically supersedes all prior agreements or commitments, whether in writing or oral. No amendment or modification to this Contract shall be valid and binding on the parties unless set forth in writing and signed by both parties.