



OAGS Sponsorship Terms & Conditions (Virtual Events)

Ontario Association of General Surgeons
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- 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 virtual event, meeting, show, seminar or conference (the “Virtual Event” or “Event”). By registering for the Virtual Event, you agree to these terms which form a binding legal contract between the Virtual Event Organizer and host, Ontario Association of General Surgeons (“OAGS”, “Producer”, “Host” or “Organizer”) and the registered participant (“you”, “Exhibitor” or “Sponsor”). If you are registering on behalf of your company and/or another individual, it is your responsibility to ensure the company/person participating is aware of these terms and accepts them.
- 2. PAYMENT:** Sponsor shall pay the Sponsor fee(s) to OAGS within 30 days after signing contract or by the date of the Event, whichever comes first. An invoice will be sent to you. All prices are net. All payments to be paid in Canadian funds. Any additional costs incurred by the Sponsor such as donation and delivery of gamification prizes is the responsibility of Sponsor. Upon signature on completed contract, Sponsorship shall be in effect. 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 hereunder. OAGS has the right to omit any company not paid in full by deadline above from the official Event web site and virtual platform. Should OAGS decline to accept this Agreement, OAGS will return Sponsor’s submitted payment.
- 3. ENDORSEMENT:** Acceptance of this Agreement does not imply endorsement by OAGS of Sponsor or Sponsor’s products/services.
- 4. SPONSOR CANCELLATION:** Due to the proximity of the event and immediacy of digital promotions/display, no refund will be made in full or in part at the request of the Sponsor except as detailed in Section 5.
- 5. CANCELLATION OR INTERRUPTION OF EVENT:** If for any reason beyond Event’s control (e.g., fire, casualty, flood, epidemic, earthquake, explosion, accident, blockage, embargo, inclement weather, governmental restraints, 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 shall not be responsible for delays, 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 Sponsor, and Sponsor agrees to use Sponsorship under the terms of this contract. Producer 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”), Pheedloop Inc. (“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. INTELLECTUAL PROPERTY:** You acknowledge and agree that Pheedloop Inc. (“Intellectual Property Owner”) exclusively owns all intellectual property rights and OAGS owns all contributions to the Event.
- 9. 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.

10. **LIABILITY & INSURANCE:** Sponsor acknowledges that it is the sole responsibility of Sponsor to obtain sufficient insurance such as Comprehensive General Liability and Cyber Liability to protect the Sponsor from any and all losses which might be incurred by Sponsor while attending the Virtual Event.
11. **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.
12. **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.
13. **SPONSOR CONDUCT:** Sponsor and its employees/representatives shall conduct itself in a manner in accordance with standards of common courtesy. You acknowledge and agree that OAGS reserves the right to remove you from the Virtual Event if OAGS, in its sole discretion, determines that your participation or behavior creates a disruption or hinders the Virtual Event or the enjoyment of the Virtual Event content by other participants.
14. **PROHIBITED CONDUCT LIMITATIONS ON USE:** By registering for a Virtual Event, you agree not to sell, trade, transfer, or share your complimentary access link or virtual 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.
15. **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 Virtual Event Platform Attendee List. The virtual 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 virtual Attendee List to send unsolicited marketing e-mails ("spam") is not permitted. Lead Retrieval contact information (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.
16. **RECORDING & BROADCASTING:** Sponsor may not record or broadcast audio or video of sessions of OAGS Virtual 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 Virtual 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 presentation 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.
17. **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.
18. **ADDITIONAL EXCLUSIONS:** OAGS may also exclude any prospective Sponsor from registering for or participating in any Virtual Event, in OAGS's sole discretion.
19. **ANTI-HARASSMENT POLICY:** OAGS is dedicated to providing a harassment-free Virtual Event experience for everyone. OAGS does not tolerate harassment of any form.
20. **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.
21. **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 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.
22. **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 contract shall be binding or have any force or effect whatsoever.

23. **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 applicable law, take appropriate action to enforce any such rights.
24. **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 hereunder shall be valid and enforced to the fullest extent permitted by law.
25. **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.
26. **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.