

PainWeek[®]

Conference 2024

EXHIBIT | SPONSORSHIP
PROSPECTUS

SEPTEMBER 3-6
The Cosmopolitan of Las Vegas



WHAT IS PAINWEEK?

PAINWeek is the preferred resource for healthcare professionals treating acute and chronic pain. For over 17 years, we have demonstrated that "education is the best analgesic" by presenting over thousands of hours of content across our national and regional conferences and conducting hundreds of Expert Opinion interviews.

Be it live, digital, or print, PAINWeek provides education and insight 365 days/year!

The annual conference presents over 75 hours of accredited continuing medical education, composed of multidisciplinary course concentrations, master classes, special-interest sessions, and satellite events geared toward physicians, physician assistants, nurse practitioners, nurses, pharmacists, hospitalists, physical therapists, psychologists, and other healthcare professionals involved in pain management.

- Face-to-face interactions with expert speakers during the conference networking with colleagues in pain management
- Cutting-edge educational sessions with Faculty who are leaders in their field
- The conference of choice for busy pain professionals
- Multiple session offerings allow you to choose the best fit for your educational needs
- Universal access to scientific assemblies, symposia, and special presentations on a first-come, first-served basis
- More than 100 exhibiting companies invite you to visit and browse new products, see demonstrations, and ask questions

WHO SHOULD ATTEND?

For 17 years, PAINWeek has demonstrated that “education is the best analgesic” by presenting over 15,000 hours of content across our national and regional conferences. PAINWeek provides the best platform for meaningful engagement with your target practitioners.

TARGET AUDIENCE

- Anesthesiologists
- Advanced Practice Providers
- Internists
- Neurologists
- Nurses
- Other Healthcare Professionals
- Physical Medicine and Rehabilitation
- Primary Care Physicians

PAINWeek goes beyond medicine and explores the humanity of chronic pain by recognizing its role in art, culture and education. It is the highlight event of the year.

— Sean Li, MD

EXHIBIT, EXPERIENCE, AND ENGAGE

Visibility and credibility go hand in hand. PAINWeek provides you with the opportunity to engage with your targets and allow them to interact with your brand.

WHO SHOULD EXHIBIT

- Pharmaceuticals
- Medical Devices
- Consumer/OTC Products
- Alternative Therapies
- Diagnostic Services
- Compounding Pharmacies
- Practice Management
- Telehealth Providers
- EHR & EMR Providers
- Insurance/Finance
- Digital Health and Therapeutics

TOP 6 REASONS TO SPONSOR AND EXHIBIT

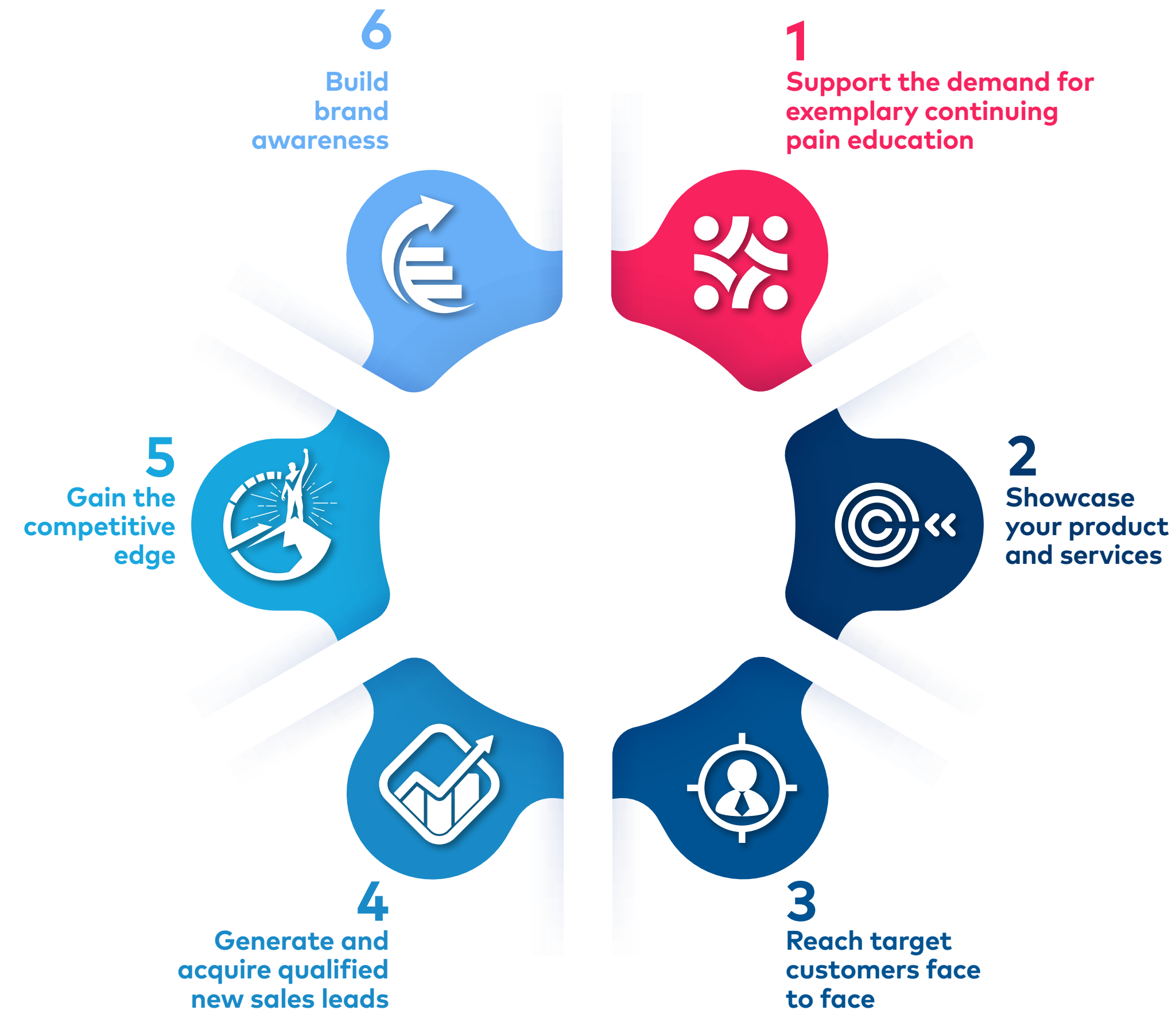
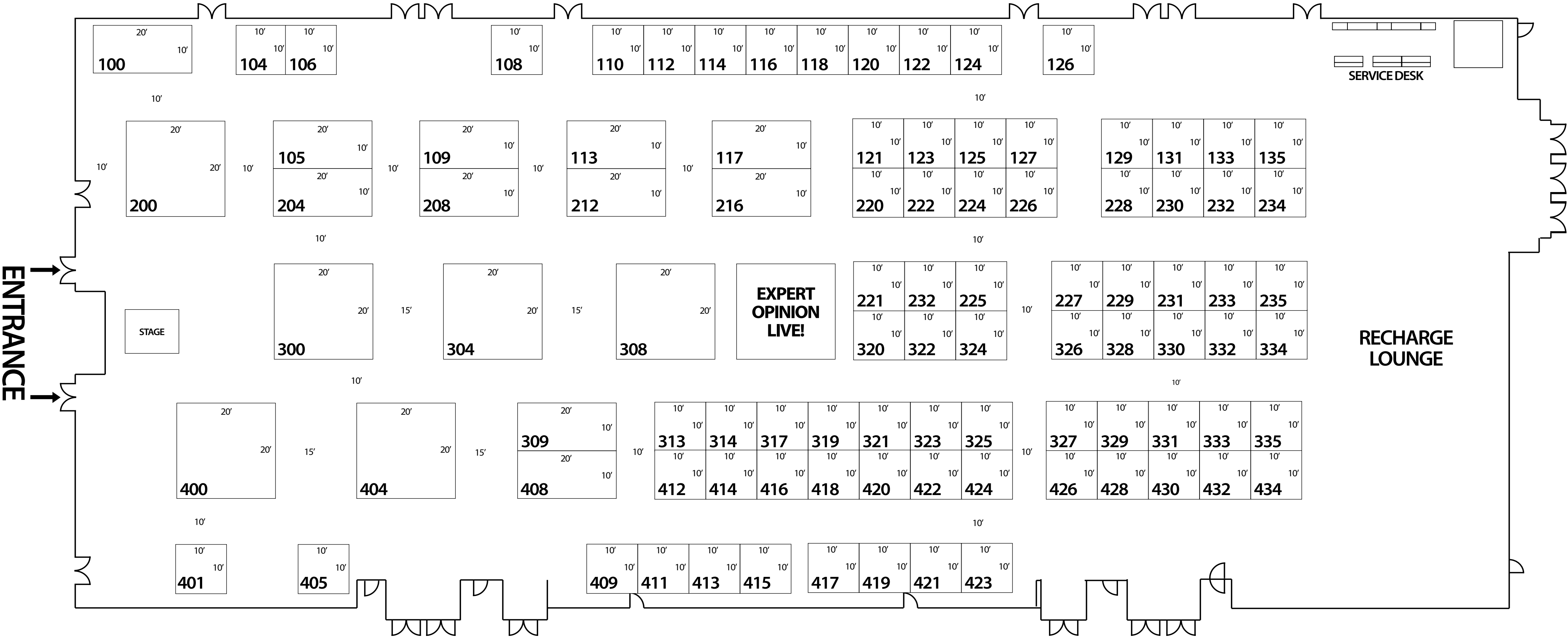


EXHIBIT FEES

	10x10		CORNER 10x10		10x20		CORNER 10x20		20x20		20x30	
	STANDARD	PREMIER	STANDARD	PREMIER	STANDARD	PREMIER	STANDARD	PREMIER	STANDARD	PREMIER	STANDARD	PREMIER
	\$4,950	\$10,450	\$5,775	\$11,275	\$8,800	\$13,750	\$11,255	\$16,755	\$27,500	\$33,000	\$38, 500	\$44,000
Carpet												
1 Draped Table												
2 Draped Tables												
2 Chairs												
4 Chairs												
Listing on Website												
Listing in Program Book												
24-Hour General Security												
Exhibit Badges	4 Badges	4 Badges	4 Badges	4 Badges	8 Badges	8 Badges	8 Badges	8 Badges	12 Badges	14 Badges	12 Badges	14 Badges
Lead Retrieval												
Conference Tote Bag Insert												
Premiere Exhibit Listing on Passport												

EXHIBIT HALL



PDMs

Product, Disease Awareness, and Medical Information Programs

AVAILABLE SLOTS

\$65,000 each

BREAKFAST TUESDAY (Sold Out)
WEDNESDAY
THURSDAY
FRIDAY

LUNCH TUESDAY (Sold Out)
WEDNESDAY
THURSDAY
FRIDAY

DINNER TUESDAY (Sold Out)
THURSDAY

WHAT'S INCLUDED

- 1 preconference email to promote your product theatre
- 1 full-page ad in the onsite program book
- Lead retrieval for your program
- AV package (see below)
- First right of refusal for encore PDM programs at PAINWeek Conferences

AV INCLUDES

- Dual-screen projection on left and right sides of the stage
- Pipe and drape
- Stage riser and stairs
- Front screen projection
- 9' x 12' LCD projector, podium, handheld microphone
- Sound kit with 6–8 channel mixer
- 1 slide advancer
- 1 laser pointer
- 1 slide show laptop
- 1 AV tech

PLEASE NOTE: The AV tech is provided for 60 minutes before and throughout the entire program to work with included AV. You will need an additional AV tech if you need additional equipment.

MARQUEE SPONSORSHIPS

WELCOME RECEPTION

\$40,000

Showcase your standing in the pain management landscape by sponsoring the Exhibit Hall opening Welcome Reception. This is THE marquee sponsorship that emphasizes your vision and commitment to healthcare professionals!

CONFERENCE LANYARDS

\$19,250

Great brand visibility. Provided to all attendees, faculty, and exhibitors.

PAINWEEK MOBILE APP

\$22,000

99% usage rate among conference attendees, this sponsorship guarantees exposure and impressions for your company or brand. Sponsorship includes 100% SOV for advertising within the app.

PAINWEEK PROGRAM GUIDE

\$33,000

The go-to onsite resource for attendees and where all onsite artwork is memorialized. Sponsorship includes brand or company logo on the cover, and ad placements on all covers plus an ROB placement.

CONFERENCE TOTE BAGS

\$22,000

Includes full color brand or company logo. Provided to all attendees at conference registration.

SPONSORED COFFEE BREAKS

Pricing available upon request

Be a hero to every attendee by offering unopposed, branded coffee breaks each morning. Sponsorship includes table top space to showcase your brand, prominent signage, push notification, and branded coffee cups. Sponsors are encouraged to scan badges and engage while serving attendees.

WIFI SPONSOR

\$16,500

Exclusive sponsorship provides complimentary Wi-Fi access to all attendees. Sponsorship includes prominent signage and recognition, a custom Wi-Fi password that can include brand or company name, and reminder cards to all attendees.

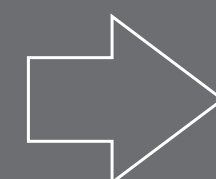
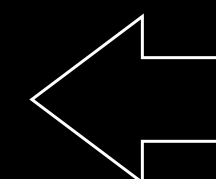
EXPERT OPINION LIVE (EOL)

\$15,000

EOL is a 20-minute discussion on a single topic followed by a 10-minute Q&A. The EOL "theatre" is located in the center of the Exhibit Hall for maximum exposure with seating for 25–30 conference attendees.

- \$15,000 per each 20-minute slot (less if part of a package). Includes push notifications via conference mobile app, 2 Social Media Mentions, and signage in EOL designated section of the Exhibit Hall.

Note: slot fee does not include speaker honoraria



VENUE

The Cosmopolitan of Las Vegas

3708 Las Vegas Boulevard South
Las Vegas, NV 89109

**\$189 per night + tax and \$10
resort fee**



PainWeek®
SEPTEMBER 3-6 • LAS VEGAS

2024
EXHIBITOR APPLICATION

Company Name:

Contact Name:

Email:

Web Address:

Address:

Phone:

City:State:Zip:Country:

Have you exhibited with us before?

Yes

No

<table><tr><td>10x10 Booth - In-Line</td><td>\$4,950</td></tr><tr><td>10x10 Booth - Corner</td><td>\$5,775</td></tr><tr><td>10x10 Booth - In-line Premier Package*</td><td>\$10,450</td></tr><tr><td>10x10 Booth Corner Premier Package*</td><td>\$11,275</td></tr><tr><td>10x20 Booth - In-Line</td><td>\$8,800</td></tr><tr><td>10x20 Booth - Corner</td><td>\$11,255</td></tr><tr><td>10x20 Booth In-Line Premier Package*</td><td>\$13,750</td></tr><tr><td>10x20 Booth - Corner Premier Package*</td><td>\$16,755</td></tr><tr><td>20x20 Booth</td><td>\$27,500</td></tr><tr><td>20x20 Booth Premier Package*</td><td>\$33,000</td></tr><tr><td>20x 30 Booth</td><td>\$38,500</td></tr><tr><td>20x30 Premier Package*</td><td>\$44,000</td></tr></table>	10x10 Booth - In-Line	\$4,950	10x10 Booth - Corner	\$5,775	10x10 Booth - In-line Premier Package*	\$10,450	10x10 Booth Corner Premier Package*	\$11,275	10x20 Booth - In-Line	\$8,800	10x20 Booth - Corner	\$11,255	10x20 Booth In-Line Premier Package*	\$13,750	10x20 Booth - Corner Premier Package*	\$16,755	20x20 Booth	\$27,500	20x20 Booth Premier Package*	\$33,000	20x 30 Booth	\$38,500	20x30 Premier Package*	\$44,000	<div><div>*Premier Packages Include:</div><div><div>• Lead Retrieval (3-pack Mobile License)</div><div>• Conference Tote Bag Insert</div><div>• Participation in Passport Raffle on Friday in Exhibit Hall with Premiere Listing and Advertisement.</div></div></div> <div><div>Total Amount Due:</div><div><div>BOOTH SELECTIONS</div><div>Top two Choices:</div><div>1. <div></div></div><div>2. <div></div></div></div></div>
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Marketing Options																																															
<div><div>INCREASED EXPOSURE OPPORTUNITIES</div><table><tr><td>Expert Opinion Video Interview</td><td>\$7,500</td></tr><tr><td>Painweek Program guide</td><td>\$33,000</td></tr><tr><td>Painweek Mobile App</td><td>\$22,000</td></tr><tr><td>Coffee Breaks - per day, (F&B not included)</td><td>\$10,000</td></tr><tr><td>Conference Mobile App Sponsor</td><td>\$22,000</td></tr><tr><td>Pre-Conference e-blast</td><td>\$2,750</td></tr><tr><td>Conference Days e-blast</td><td>\$3,300</td></tr><tr><td>Conference Tote Bag Sponsor</td><td>\$22,000</td></tr><tr><td>Conference Lanyards</td><td>\$19,250</td></tr><tr><td>Wi-Fi Sponsor</td><td>\$22,000</td></tr><tr><td>Exhibit Hall Entrance Logo Rug</td><td>\$4,000</td></tr><tr><td>Content Activation - (1,000 clicks)</td><td>\$10,000</td></tr><tr><td>Event Targeting - (100,000 impressions)</td><td>\$10,000</td></tr></table></div>	Expert Opinion Video Interview	\$7,500	Painweek Program guide	\$33,000	Painweek Mobile App	\$22,000	Coffee Breaks - per day, (F&B not included)	\$10,000	Conference Mobile App Sponsor	\$22,000	Pre-Conference e-blast	\$2,750	Conference Days e-blast	\$3,300	Conference Tote Bag Sponsor	\$22,000	Conference Lanyards	\$19,250	Wi-Fi Sponsor	\$22,000	Exhibit Hall Entrance Logo Rug	\$4,000	Content Activation - (1,000 clicks)	\$10,000	Event Targeting - (100,000 impressions)	\$10,000	<div><div>ADVERTISING OPPORTUNITIES</div><table><tr><td>Mobile App Push Notification</td><td>\$1,650</td></tr><tr><td>Conference Bag Insert</td><td>\$2,750</td></tr><tr><td>Ad In Conference Program Full Page</td><td>\$2,200</td></tr><tr><td>Video Wall Promotion 60-90 min</td><td>(per spot) \$5,500</td></tr><tr><td>E-Newsletter Sponsorship</td><td>(per send) \$1,650</td></tr><tr><td>Display Advertising (ROS Banners)</td><td>CPM \$75</td></tr></table><div><div>EDUCATIONAL ENGAGEMENT</div><table><tr><td>Product Theater - Breakfast/Lunch 60min (PDM) Does not include F&B</td><td>\$65,000</td></tr><tr><td>Afternoon Break - Does not include F&B</td><td>\$35,000</td></tr><tr><td>VIP Networking Lounge or Hospitality Suite</td><td>\$2,750</td></tr><tr><td>Expert Opinion Live to Educational Engagement</td><td>\$15,000</td></tr></table></div><div><div>LEAD RETRIEVAL</div><div>Lead Retrieval \$350 (Mobile App - 3 users) (After September 1, 2024, Cost \$450)</div></div></div>	Mobile App Push Notification	\$1,650	Conference Bag Insert	\$2,750	Ad In Conference Program Full Page	\$2,200	Video Wall Promotion 60-90 min	(per spot) \$5,500	E-Newsletter Sponsorship	(per send) \$1,650	Display Advertising (ROS Banners)	CPM \$75	Product Theater - Breakfast/Lunch 60min (PDM) Does not include F&B	\$65,000	Afternoon Break - Does not include F&B	\$35,000	VIP Networking Lounge or Hospitality Suite	\$2,750	Expert Opinion Live to Educational Engagement	\$15,000
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By signing this application, Exhibitor attests that they have received, reviewed and consented to the attached Exhibitor Terms and Conditions. Tarsus Cardio dba PAINWeek, LLC reserves the right to inspect or refuse any marketing materials listed above.

Signature:

Date:

Fax Completed Form To: (973) 233-5571 Or Email Completed Form To: exhibits@tarsuscns.com

PainWeek®
Conference 2024

10

PainWeek®
SEPTEMBER 3-6 • LAS VEGAS

2024
EXHIBITOR APPLICATION

**PAYMENT AUTHORIZATION
FORM**

Company Name: _____

Payment Information

Card Type:



Cardholder Name:
(as shown on card)

Cardholder Number:

Expiration Date:
(mm/yy)

CVV:

Total Amount To Be Charged: _____

I, _____, authorize Tarsus Cardio, LLC to charge my credit card the
amount of \$_____ for the agreed upon purchases.

Billing Address:

Phone Number:

**Payment
Method:**



Check

If you are paying by check please mail your checks to Tarsus Cardio
dba PAINWeek, LLC and mail to 1801 North Military Trail, Suite 110,
Boca Raton, Florida 33431.



Wire Transfer

Please call (973) 233-5571 for details

Customer Signature

Date

2024 EXHIBITOR APPLICATION

TERMS AND
CONDITIONS

2024
EXHIBITOR APPLICATION



SPONSORSHIP AND EXHIBITION TERMS AND CONDITIONS

- right to monitor and track visits to the Event Site. If Informa reasonably believes that any UGC (i) is in breach of these Conditions or (ii) may cause harm to Informa, our users, or third parties, Informa reserves the right to remove or take down some or all of such UGC but Informa does not have any obligation to do so. Where the Event Site is Streamly Informa may operate a notice and takedown system whereby users of the Event Site may report UGC or other content and request its removal from the Event Site. For the avoidance of doubt, where the Event Site is “partneringONE” and/or “partneringONEplus” (a business-to-business platform product that acts as a community through which users can network and contact each other to find potential business prospects) because the Event is within the life sciences vertical and organised by the EBD Group of Informa, any user generated content that Client and its Representatives supply or upload to “partneringONE” and/or “partneringONEplus” shall be considered proprietary to Client and its Representatives but non-confidential, save that Informa undertakes not to disclose such user generated content outside of the “partneringONE” and/or “partneringONEplus” platforms.
- 10.9 Client consents to Informa and the Informa Group using personal information of Client and its Representatives submitted to the Event Site within the Event Site and in ways necessary for the functioning of the Event (and warrants that it has in place the appropriate consents for its Representatives).
- 10.10 Client acknowledges and agrees that use of the Event Site shall be further subject to any website terms of use and/or fair or acceptable use policies indicated on the Event Site, including <https://informaconnect.com/terms-of-use/> and any terms of use on www.Streamly.video from time to time.
- 10.11 Informa does not guarantee or warrant that any content available for downloading from the Event Site will be free from infections, viruses and/or other code that has contaminating or destructive properties. Client is responsible for implementing sufficient procedures and virus checks to satisfy its particular requirements.
- 10.12 Client must not:
- (a) infringe Informa’s Intellectual Property Rights or those of any third party in relation to its use of the Event Site;
 - (b) knowingly transmit, send or upload any data that contains viruses, Trojan horses, worms or any other harmful programs or similar computer code;
 - (c) use the Event Site in a way that could damage, disable, overburden, impair or compromise Informa’s systems or security or interfere with other users; or
 - (d) interfere with, manipulate, damage or disrupt the Event Site.
- 10.13 Informa reserves the right at any time, and without notice to Client, to:
- (a) make changes or corrections and to alter, suspend or discontinue any aspect of the Event Site;
 - (b) vary the technical specification of the Event Site;
 - (c) temporarily suspend Client’s and its Representatives’ and third parties’ access to the Event Site for the purposes of maintenance or upgrade; and
 - (d) withdraw from the Event Site any of the Materials (or any part thereof).
- 10.14 Informa reserves the right to remove any messages, content or hyperlinks which it believes, in its sole discretion, breaches these terms and conditions and to temporarily or permanently block users who persistently breach these conditions. Informa shall not accept responsibility for the accuracy or reliability of the information submitted by other users and Informa shall not be held liable for any message or content sent or posted by a user of any Informa services.
- 10.15 Informa is under no obligation to oversee, monitor or moderate any interactive service which may be provided on the Event Site and, without limitation, Informa expressly excludes all liability for any loss, injury or damage whatsoever arising from the use by Client and its Representatives of any interactive service, whether the service is moderated or not.
11. **Limitation of Rights Granted**
- 11.1 The Client’s rights in relation to the Event are strictly limited to those set out in the Package. The Client is not permitted to: (i) establish a website specifically relating to the Event; or (ii) other than in accordance with Condition 11.2, otherwise promote or advertise its association with the Event or Informa or undertake any promotional activity in connection with the Event or Informa in any way otherwise than as set out in the Package or with the prior written consent of Informa.
- 11.2 Nothing in Condition 11.1 shall prevent the Client from advertising in a proportionate manner on its own website the fact of its attendance and participation in the Event. This includes providing a web link to the Event’s website together with any Event logo. Informa may request for any reason at any time that the Client removes any such promotional material from its website and the Client shall be required to comply with any such request promptly. Except as expressly permitted herein, nothing in the Agreement shall be construed as granting to the Client any right, permission or licence to: (i) use or exploit Informa’s or any member of the Informa Group’s Intellectual Property Rights; or (ii) otherwise exploit any connection with Informa or any event run by Informa in any way.
12. **Changes to the Event**
- Informa reserves the right at any time and for any reason to make changes to the format, content, venue and timings of the Event (including, without limitation, any installation and dismantling periods or conversion of part or the whole of a physical in-person event to a virtual event, and vice versa) without liability. If any such changes are made, this Agreement shall continue to be binding on both parties, provided that the Package may be amended as Informa considers necessary to take account of the changes. Informa will notify the Client of any such amendments to the Package as soon as reasonably practicable.
13. **Change of Date or Cancellation of the Event**
- 13.1 Without prejudice to Condition 13.1, Informa reserves the right to cancel or change the date(s) of the Event at any time and for any reason (including, without limitation, if a Force Majeure Event occurs which Informa considers makes it illegal, impossible, inadvisable or impracticable for the Event to be held), in which case Conditions 13.2 and 13.3 (as applicable) shall apply.
- 13.2 Where the date(s) of the Event are changed to new date(s) that are within twelve (12) calendar months; or, where the Event is part of an annual series, the rescheduled Event replaces the series edition in the following Calendar Year, this Agreement will continue in full force and effect and the obligations of the parties shall be deemed to apply to the Event on the new date(s) (or the Event in the following Calendar Year as the case may be) in the same way that they would have applied to the original Event. For the avoidance of doubt, nothing in this Condition 13.2 shall excuse the Client from payment of the Fees under the Agreement in accordance with the payment schedule set out in the Application Form.
- 13.3 Where the Event is cancelled and is not rescheduled in accordance with Condition 13.2 above the terms of this Condition 13.3 shall apply:
- (a) if the Event is cancelled other than as a result of a Force Majeure Event (in which case the provisions of Condition 13.3(b) below apply), this Agreement will terminate without liability provided that, at Client’s election, any proportion of the Fees already paid will be refunded or a credit note for the amount of the Fees already paid will be issued and the Client will be released from paying any further proportion of the Fees;
 - (b) if the Event is cancelled as a result of a Force Majeure Event, this Agreement will terminate without liability provided that, at Client’s election:
 - (i) Informa shall issue a credit note for 100% of the amount of Fees already paid and

Last Updated: September 2023

- Client will be released from paying any further proportion of the Fees (such credit note may be applied against costs or fees relating to any alternative event, products or services provided by the Informa Group’s Informa Connect division); or
- (ii) Informa shall be entitled to retain an amount equal to 25% of the total Fees (the “Revised Fees”) from any proportion of the Fees already paid or, where no Fees have been paid or where the proportion of the Fees already paid is less than the Revised Fees, Informa shall be entitled to submit an invoice in respect of the balance (or the whole as the case may be) of the Revised Fees, which will become immediately due and payable; and after the deduction of the Revised Fees any proportion of the Fees already paid will be refunded and Client will be released from paying any further proportion of the Fees.
- 13.4 To the fullest extent permitted by law, Informa shall not be liable to the Client for any loss, delay, damage or other liability incurred resulting from or arising in connection with the changing of the date of the Event or the cancellation of the Event, howsoever arising. The Client acknowledges that provisions of this Condition 3 set out the Client’s sole remedy in the event of the changing of the date of the Event or the cancellation of the Event by Informa and all other liability of Informa is hereby expressly excluded.
14. **Cancellation by Client**
- 14.1 The application for the Package is irrevocable by Client and, save as expressly stated in the Application Form, Client has no rights to cancel this Agreement. Save as expressly set out in this Agreement or in the Application Form, no refunds shall be given and the Fees shall remain due and payable in full.
- 14.2 To the extent that the Application Form expressly permits cancellation by Client, Client may cancel the Package on written notice to Informa, except where Informa has the right to terminate this Agreement under Condition 15.1. Upon any such cancellation by Client, Client shall pay Informa such cancellation fees as are stated in the Application Form. For the purpose of determining any such cancellation fees, if the Event is rescheduled as a result of a Force Majeure Event the relevant dates shall be fixed by reference to the originally scheduled opening date of the Event and not the new opening date of any Event rescheduled pursuant to Condition 13.2.
15. **Termination**
- 15.1 Either party may terminate the Agreement at any time by written notice to the other if that other party: (i) has committed a material breach of any of its obligations under the Agreement and has not remedied such breach (if the same is capable of remedy) within 14 days of receiving written notice of the breach (or such lesser period as would be required for the breach to be remedied in sufficient time prior to the Event); or (ii) goes into liquidation whether compulsory or voluntary or is declared insolvent or if an administrator or receiver is appointed over the whole or any part of the Client’s assets or if the Client enters into any arrangement for the benefit of or compounds with its creditors generally or ceases to carry on business or threatens to do any of these things or suffers any analogous event in any jurisdiction.
- 15.2 Without prejudice to any other right or remedy it may have, in the event that Informa terminates the Agreement under the provisions of Conditions 3.2, 6.11 or 15.1 Informa shall not be required to refund any Fees received from the Client and Informa shall be entitled to submit an invoice in respect of the balance (or the whole as the case may be) of the Fees which will become immediately due and payable. Informa shall not be liable to the Client for any loss or damage of any kind resulting from termination of the Agreement and shall have no further obligations under the Agreement or otherwise to the Client.
- 15.3 Informa may terminate the Agreement without liability immediately at any time by written notice to the Client if Informa determines in its absolute discretion that the provision of the Package to the Client is not in the best interests of the Event or Informa’s legitimate commercial interests. In the event that Informa terminates the Agreement pursuant to this Condition 15.3 any proportion of the Fees already paid will be refunded and the Client will be released from paying any further proportion of the Fees. The Client acknowledges that the refund of Fees paid is its sole remedy in the event of termination by Informa under this Condition 15.3 and all other liability of Informa is hereby expressly excluded.
- 15.4 Upon the giving of notice of termination, without prejudice to any other right or remedy it may have, Informa may prevent all access to the Space, remove any Sponsorship, and, if necessary, remove all Client property (including all Materials) from the Space at the Client’s risk and expense and Informa shall be free to re-licence the Space and/or resell the Sponsorship elements of the Package.
- 15.5 Conditions 7.6 and 9 to 20 (inclusive) shall survive termination of the Agreement.
16. **Liability and Indemnity**
- 16.1 Informa does not make any warranty as to the Event in general and in particular in relation to: (i) the presence or absence or location of any other sponsor/exhibitor or potential sponsor/exhibitor; or (ii) the benefit or outcome (commercial or otherwise) that the Client may achieve as a result of exhibiting at or sponsoring the Event. Except as set out in these Conditions, to the fullest extent permitted by law, Informa excludes all conditions, terms, representations and warranties relating to the Event and the Package, whether imposed by statute or by the operation of law or otherwise, that are not expressly stated herein.
- 16.2 Informa Group shall not be liable to the Client for any loss or damage suffered or incurred by the Client in connection with the provision of (or failure wholly or partly of) any services or goods provided by third parties in connection with the Event or the Package, including, without limitation, in relation to the provision of utilities, freight shipment, the transport and delivery of sponsorship and/or exhibition materials to the Venue, work undertaken by third party contractors (whether or not Informa sub-contractors) and services provided by the Venue owners. The Client acknowledges that services provided by Informa official or recommended contractors to the Client are the subject of a separate agreement between the Client and the contractor. Although Informa shall use reasonable care in selecting official or recommended contractors, Informa shall not be liable for any loss or damage suffered or incurred by the Client in connection with the provision of services to the Client by such contractors.
- 16.3 Subject to Condition 16.6: (i) Informa Group shall not be liable to Client for any indirect, consequential, special, incidental or punitive loss or damage, loss of profits, loss of business, loss of opportunity, loss of goodwill, loss or corruption of data or any other type of economic loss or damage; (ii) Informa Group shall have no responsibility or liability for any loss (or theft) of or damage to the person, property and effects of the Client or its Representatives; and (iii) Informa Group’s maximum aggregate liability to the Client under the Agreement or otherwise in connection with the Event and/or the Package shall be limited to the total amount of the Fees.
- 16.4 The Client shall indemnify Informa Group and keep Informa Group fully and effectively indemnified against any loss of or damage to any property or injury to or death of any person caused by any act or omission of the Client, its Representatives or its invitees.
- 16.5 The Client shall indemnify Informa Group and keep Informa Group fully and effectively indemnified against all losses, claims, damages and expenses (including, without limitation, reasonable legal fees) incurred by Informa Group as a result of a third party claim that either: (i) the display of any products, documents or other materials exhibited by the Client at the Event; or (ii) Informa’s receipt



SPONSORSHIP AND EXHIBITION TERMS AND CONDITIONS

- or use of the Materials constitutes an infringement of the Intellectual Property Rights of any third party or is in breach of any applicable law.
- 16.6 Nothing in these Conditions shall exclude or limit liability which cannot be excluded by the applicable law.
17. **Confidential Information**
- For the purposes of this Condition 7 “Confidential Information” means information disclosed by a party (the “Disclosing Party”) to another (the “Receiving Party”) relating to the Disclosing Party’s business, products, affairs and finances, clients, customers and trade secrets including, without limitation, customer lists, billing practices, contractual arrangements, technical data and know-how. For the avoidance of doubt, the fact of the Client’s participation in the Event shall not be deemed to be Confidential Information. The Receiving Party shall not (except in the proper performance of its obligations under the Agreement) during the continuance of the Agreement or at any time thereafter use or disclose to any person, firm or company (and shall use its best endeavours to prevent the publication or disclosure of) any Confidential Information of the Disclosing Party. This restriction does not apply to: (i) any information in the public domain other than in breach of the Agreement; (ii) information already in the lawful possession of the Receiving Party before its receipt from the Disclosing Party; (iii) information obtained from a third party who is free to divulge the same; (iv) disclosure of information which is required by law or other competent authorities; and (v) information developed or created by one party independently of the others.
18. **Data Protection**
- 18.1 For the purposes of this Condition 8, the terms **personal data**, **controller**, **processor**, **processing**, **data subject** and **supervisory authority** shall have the meanings ascribed to them under the Regulation.
- 18.2 For the purposes of this Agreement and either party’s processing of personal data in connection with this Agreement, the parties agree that each party acts as a data controller. Each party shall (i) only process personal data in compliance with, and shall not cause itself or the other party to be in breach of, Data Protection Law, and (ii) act reasonably in providing such information and assistance as the other party may reasonably request to enable the other party to comply with its obligations under Data Protection Law. If either party becomes aware of a Reportable Breach relating to the processing of personal data in connection with this Agreement, it shall (i) provide the other party with reasonable details of such Reportable Breach without undue delay, and (ii) act reasonably in co-operating with the other party in respect of any communications or notifications to be issued to any data subjects and/or supervisory authorities in respect of the Reportable Breach. If either party receives any communication from any supervisory authority relating to the processing of personal data in connection with this Agreement, it shall provide the other party with reasonable details of such communication, and (ii) act reasonably in co-operating with the other party in respect of any response to the same. Informa collects, uses and protects personal data in accordance with its privacy policy, which can be found here: <https://www.informa.com/privacy-policy/>.
- 18.3 Without prejudice to the generality of Condition 18.2, Client acknowledges and agrees that if it receives any list containing personal data from Informa as part of the Package (a “Data List”), it shall: (i) keep the Data List confidential and not disclose it to any third party; (ii) only use the Data List for the purpose of making an initial approach to contacts on the Data List in response to their engagement with Client’s products and/or services as facilitated by the Package and, if applicable, as has been otherwise agreed with Informa in writing; (iii) securely delete or put beyond use all or any part of the Data List upon Informa’s reasonable request or by such time as is required by Data Protection Law, whichever is earlier; and (iv) provide Informa with reasonable details of any enquiry, complaint, notice or other communication it receives from any supervisory authority relating to Client’s use of the Data List, and act reasonably in co-operating with Informa in respect of Client’s response to the same. Client acknowledges and agrees that Informa shall only be obliged to provide Client with all or part of any Data List to the extent that it is legally permitted to do so and Informa shall not be liable to Client if the volume of personal data provided to Client is less than anticipated as a result of Informa’s compliance with Data Protection Law.
19. **General**
- 19.1 Without prejudice to Condition 3, if, by reason of any Force Majeure Event Informa is delayed in or prevented from performing any of its obligations under the Agreement, then such delay or non-performance shall not be deemed to be a breach of the Agreement and no loss or damage shall be claimed by the Client by reason thereof. For the avoidance of doubt, nothing in this Condition 19.1 shall excuse the Client from the payment of the Fees under the Agreement.
- 19.2 Each party shall comply with the applicable requirements regarding unfair competition and shall adhere to the highest standards of ethics on a global basis and shall refrain from corrupt business practices and shall prohibit, directly and indirectly, public or private bribery, kickbacks or any other activity that would give rise to a conflict of interest that could adversely influence the judgment, objectivity or loyalty to the business activities and assignments under this Agreement.
- 19.3 Nothing in the Agreement shall create, or be deemed to create, a partnership or joint venture or relationship of employer and employee or principal and agent between the parties.
- 19.4 If and to the extent that there is any conflict between these Conditions and the Application Form, the terms of the Application Form shall prevail.
- 19.5 Each party acknowledges that the Agreement constitutes the entire agreement between the parties in relation to the Event and that it does not rely upon any oral or written representation made to it by the other. No variation of the Agreement shall be effective unless made in writing signed by or on behalf of each of the parties to the Agreement.
- 19.6 No rights under the Agreement may be assigned by the Client without the prior written consent of Informa. The Client may not sub-contract or delegate in any manner any of its obligations under the Agreement to any third party or agent without the prior written consent of Informa.
- 19.7 A person who is not a party to the Agreement shall have no rights under or in connection with it.
- 19.8 No failure by either party in exercising any right, power or remedy shall operate as a waiver of the same.
- 19.9 If any provision of the Agreement (or any part of any provision) is found by a court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Agreement and the validity and enforceability of the other provisions of the Agreement shall not be affected.
20. **Governing Law and Jurisdiction**
- The Agreement is governed by the laws of the State of New York, exclusive of the choice of law rules of any jurisdiction, and the Client submits to the exclusive jurisdiction of the federal and state courts located in the State of New York having subject matter jurisdiction. Nothing in this Condition 20 shall prevent or restrict Informa from pursuing any action against the Client in any court of competent jurisdiction. Both parties agree to waive any rights to trial by jury.

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