

SKIN OF COLOR — UPDATE —

SEPTEMBER 13–15, 2024

NEW YORK HILTON MIDTOWN | NEW YORK, NEW YORK



SUPPORT THE MOST EXCITING GROWTH SPACE IN DERMATOLOGY

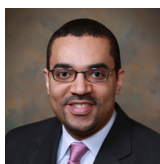
Skin of Color Update is the largest CE event dedicated to trending evidence-based research and new practical pearls for treating the dermatology needs of today's patients.

We proudly present a 3 day program for our 15th event. With a faculty of nationally recognized thought leaders, Skin of Color Update offers training in the most advanced methods and cutting-edge techniques in medical and aesthetic dermatology.

Skin of Color Update returns to New York City on September 13–15, 2024, and features more interactive sessions and live demonstrations than ever before, including an educational track designated exclusively for aesthetics. The exhibit hall, general session and special event opportunities give sponsors the ability to connect with practicing dermatologists, NPs, PAs, residents, extenders, and physician's treating patients of color.

SKIN OF COLOR UPDATE ADVISORS

Skin of Color Update develops high quality educational programming through market research and the knowledge and expertise of our renowned advisors.



CO-CHAIR

Andrew Alexis, MD

Professor of Clinical Dermatology
Vice-Chair for Diversity and Inclusion
Department of Dermatology
Dermatologist
Weill Cornell Dermatology Center
for Diverse Skin Complexions
Weill Cornell Medicine
Cornell University
New York, New York



CO-CHAIR

Eliot F. Battle, Jr., MD

CEO and Co-Founder
Cultura Dermatology & Plastic Surgery
Washington, District of Columbia



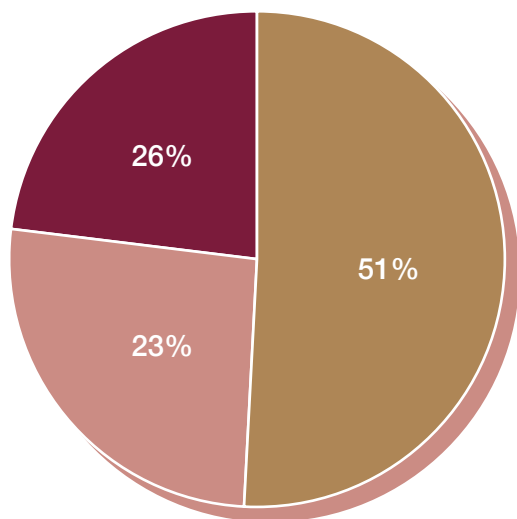
SKIN OF COLOR UPDATE DELIVERS YOUR TARGET AUDIENCE!

DID YOU KNOW?

Patients with skin of color spent
nearly **\$7 BILLION** on cosmetic
procedures last year

SKIN OF COLOR UPDATE

Skin of Color Update's primary audience is the dermatologist. 400+ HCPs are anticipated to join us at Skin of Color Update 2024.



2023 ON-SITE ATTENDANCE BREAKDOWN

- Physicians & Residents/Fellows
- PAs & NPs
- Medical Students and Allied Health

SKIN OF COLOR UPDATE ATTRACTS:

- Practicing Dermatologists
- Dermatology Residents and Fellows
- NPs and PAs
- MDs with a Dermatology Subspecialty
- RNs, LPNs, and Medical Staff

100% SKIN OF COLOR UPDATE SPONSORS SAID THEY ARE INTERESTED IN PARTICIPATING NEXT YEAR

93% OF SKIN OF COLOR UPDATE ATTENDEES SAY THE NUMBER OF SKIN OF COLOR UPDATE PATIENTS THEY TREAT IS INCREASING

81% OF ATTENDEES WRITE MORE THAN 20 PRESCRIPTIONS IN A WEEK

MEET YOUR GOALS

- Promote company capabilities
- Introduce new products
- Generate sales leads
- Enter new markets
- Produce immediate sales orders
- Develop competitive insight
- Demo products
- Increase visibility and branding
- Improve name recognition
- Test-market your products
- Distribute samples
- Identify trends in the industry
- Gain target market insight
- Strengthen relationships
- Conduct market research

94% OF 2023 SKIN OF COLOR UPDATE EXHIBITORS SAID THEY GENERATED LEADS TO MEET THEIR EXPECTATIONS



"The small group environment is conducive to networking, learning, and having questions addressed."

"The topics were the most highly diagnosed in our practice; therefore, the content was extremely relevant. I appreciate that several handouts from products/medical-aesthetic lines used skin of color as their documentation for treatment and success."



At every sponsor level, customized packages are built to meet your company's goals.

Sponsors will be featured in select pre-conference announcements and in a joint advertisement in the onsite materials.

TO INQUIRE ABOUT A CUSTOM SUPPORT PACKAGE OR EXHIBIT PACKAGE, PLEASE CONTACT:

Luciana Nofal | VP Proprietary Conferences | luciana.nofal@sanovaworks.com

THANK YOU

to our

2023 SUPPORTERS

abbvie

aerolase®

AMGEN

ArCUTIS[®]
BIOTHERAPEUTICS

Aveeno®

AVITA
MEDICAL

Boehringer
Ingelheim

Bristol Myers Squibb®

CeraVe®
DEVELOPED WITH DERMATOLOGISTS

SKIN HEALTH
GROUP

elita
MD
SKINCARE

skin
Trust the experts

dermavant®

FOREFRONT
DERMATOLOGY®

GALDERMA
EST. 1981

Incyte

Janssen
PHARMACEUTICAL COMPANIES OF
Johnson & Johnson

JDD
JOURNAL OF DERMATOLOGY
DIRECTLY DEVELOPED MEDICINE

LA ROCHE POSAY
LABORATOIRE DERMATOLOGIQUE

Lilly

L'ORÉAL
Dermatological Beauty
SKINCARETICALS CeraVe L'ORÉAL VICHY skinbetter

NEOSTRATA®
THE SCIENCE OF VISIBLY HEALTHY, EVEN SKIN

NOVARTIS

Pfizer
Dermatology

PHYSICIANS COUNCIL
FOR DIVERSITY, EQUITY, AND INCLUSION
SKINCETICALS

PRIMUS
PHARMACEUTICALS

REGENERON®

sanofi REGENERON

Senté

skinbetter
SCIENCE®

sofwave™

SOLTA MEDICAL®

STRATA
SKIN SCIENCES

SUN
PHARMA

TIZO®

TOPICALS

ucb Inspired by patients.
Driven by science.

Unilever

Dove Vaseline

ZO® SKIN HEALTH

@SkinOfColorUpdate

@SkinOfColorUpdate

SKIN OF COLOR
UPDATE

PREMIUM SUPPORT PACKAGES

At every support level, customized packages are built to meet your company's needs. We welcome both unrestricted educational grants and corporate support.

We offer 7 levels of support:

EXECUTIVE PARTNER

Sponsorship - \$200,000

- 2 Exhibit Hall Table Tops
- Branding Package
- Welcome Reception Sponsor
- 200k Digital Impressions
- 1 Pre- or Post-Event Webinar
- 1 Lunch Product Theater
- 2 Products/Inserts for Registration Bag
- Live Stream Add-On (Lunch)

DIAMOND

Sponsorship - \$150,000

- Exhibit Hall Table Top
- Branding Package
- Registration Sponsor
- 100k Digital Impressions
- Dinner Product Theater
- 2 Products/Inserts for Registration Bag
- Live Stream Add-On
- 10 Exhibitor Badges

PLATINUM

Sponsorship - \$90,000

- Exhibit Hall Table Top
- Branding Package
- Lunch Product Theater
- 1 Product/Insert for Registration Bag
- 50k Digital Impressions
- Livestream Add-On
- 6 Exhibitor Badges

GOLD

Sponsorship - \$65,000

- Exhibit Hall Table Top
- Branding Package
- Breakfast Product Theater
- 4 Exhibitor Badges

SILVER

Sponsorship - \$50,000

- Exhibit Hall Table Top
- Branding Package
- Pre or Post Event Webinar
- 3 Exhibitor Badges

BRONZE

Partner - \$25,000

- Exhibit Hall Table Top
- Branding Package
- 2 Exhibitor Badges

SUPPORT LEVEL

\$10,000

- Exhibit Hall Table Top
- 2 Exhibitor Badges

PRODUCT THEATERS & WEBINARS

KEYNOTE PRESENTATION - \$80,000

Support the exclusive keynote presentation featuring a VIP speaker. This must-attend event will be one not to be missed!

DINNER PRODUCT THEATER - \$65,000

Design the ultimate interactive learning and dining experience with a focused educational session over dinner.

LUNCH PRODUCT THEATER - \$52,000

Support a 1-hour lunch session designed for Skin of Color Update dermatology healthcare practitioners.

BREAKFAST PRODUCT THEATER - \$45,000

Deliver your message to Skin of Color Update attendees in a presentation during a breakfast session.

AFTERNOON PRODUCT THEATER - \$45,000

Deliver your message to Skin of Color Update attendees in an afternoon bonus session with refreshments.

PRE- OR POST-EVENT WEBINAR - \$35,000

Support a pre or post event webinar designed for 75 dermatology healthcare practitioners. Skin of Color Update will handle all project management, marketing, and technical management.

LIVESTREAMED PRODUCT THEATER ADD-ON - \$35,000

Purchase a product theater spot and add-on livestreaming to reach more healthcare practitioners. Only one product theater per session slot can be streamed virtually. Only available for select product theater time slots.

MULTI-SPONSOR COSMECEUTICAL SESSION - \$20,000

Join 3 to 4 co-sponsors to present a session on OTC-based products. Each sponsor receives 15 minutes to present.



**TO INQUIRE ABOUT A CUSTOMIZED SUPPORT PACKAGE
OR EXHIBITOR PACKAGE TO REACH YOUR
COMPANY'S GOALS, PLEASE CONTACT:**

LUCIANA NOFAL | VP PROPRIETARY CONFERENCES
LUCIANA.NOFAL@SANOVAWORKS.COM

f @SkinOfColorUpdate

@SkinOfColorUpdate

SKIN OF COLOR
UPDATE

ADDITIONAL OPPORTUNITIES

SUPPLEMENT IN THE JOURNAL OF DRUGS IN DERMATOLOGY - \$60,000

Supplements in our official journal, the *Journal of Drugs in Dermatology*, provide invaluable educational resources exploring themes in a detailed and focused way.

FACULTY DINNER SPONSORSHIP - \$35,000

Join faculty in an evening of intimate fine dining, cocktails, and networking. Fee is for an exclusive sponsorship and includes logo on digital invitations and signage, 5- to 10-minute welcome message, signature cocktail, and branded napkins. Please note, a limited number of industry attendees are invited to the cocktail hour only. The faculty dinner sponsor is invited to attend both the cocktail hour and dinner.

WIFI SPONSOR - \$35,000

Make sure attendees are connected by supporting the WiFi. Branding and recognition included in sponsorship.

REFRESHMENT BREAK SPONSOR - \$25,000

Show your presence as attendees and faculty refresh and recharge throughout the day at refreshment stations acknowledging your support.

EXHIBIT HALL ROUNDTABLE - \$25,000

Host a dialogue on the topic of your choice! Hold open discussions with KOLs, present a topic, conduct market research, or ask attendees to "try out a product."

ESPRESSO STATION - \$20,000

Serve up your message as attendees sip freshly brewed coffee directly next to your booth. Capitalize on this exciting exhibit hall placement.

REGISTRATION SPONSOR - \$25,000

Sponsor the registration area and display your logo or product on nearby branding. This is the first spot Skin of Color Update attendees visit. In addition, your logo will be printed on the registration bags given to every attendee.

BRANDING PACKAGE - \$20,000

The branding package includes a Skin of Color Update website ad, virtual on-site guide ad, event app push notification, sponsored email blast to attendees, Skin of Color Update blog post, and video wall ad.

POSTER SESSION SPONSOR - \$15,000

Support our highly anticipated poster session. Sponsorship includes signage, logo inclusion in event app, and on-site collateral.

MOBILE CHARGING STATION - \$15,000

Offer attendees a chance to regroup and recharge with mobile charging stations throughout the conference area.

ADVISORY BOARD OR FOCUS GROUP - \$15,000

During this 3-hour advisory or focus group, sponsors will have the opportunity to meet, network, develop new business, and gain new perspectives with Skin of Color Update KOLS. A recruitment and marketing package can be added for an additional fee of \$2,500. Includes room setup with seating, small screen and laptop.

BRANDED REUSABLE WATER BOTTLES - \$15,000

Each attendee will receive a sturdy reusable branded water bottle to help them stay hydrated and refreshed during the conference.

LECTURE SUMMARY OR CUSTOM ARTICLE - \$10,000

Support a summary or custom article on our partner site, Next Steps in Derm.

DIGITAL IMPRESSIONS OUTFLOW - \$8,000

Skin of Color Update will provide digital impressions across our network to support your activation at the event.

FACULTY VIDEO HIGHLIGHT - \$8,000

Continue to engage audiences post-Skin of Color Update with a faculty highlight video hosted on the Skin of Color Update and Next Steps in Derm sites.

NEXT STEPS OUTFLOW - \$8,000

Reach residents and young dermatologists in their first 5 years of practice through outflow content on NextStepsInDerm.com. Includes 1 article with up to four ads and targeted traffic.

ROOM DROP - \$5,000 (PLUS BELLMAN FEES)

After a day of education, Skin of Color Update attendees can come back to a product or paper drop from your brand to enjoy in their hotel room.

REGISTRATION BAG INSERT (PRODUCT) - \$4,000

Place your product directly in the hands of attendees by being one of the select companies to include samples into the bag that every attendee gets!

REGISTRATION BAG INSERT (PAPER) - \$2,000

Place your materials directly in the hands of attendees by placing paper inserts into the bag that every attendee gets!

KOL LOUNGE - CUSTOM PRICING

Speakers will use this room to finalize and prepare for their presentations, preview slides, and store any equipment they may need.

CUSTOM AUDIENCE SURVEY - CUSTOM PRICING

Ask multiple-choice questions in custom surveys or poll the audience for purchasing habits, device usage, treatment preferences, and opt-in contact information. Skin of Color Update provides the results to you and can include name, contact information, and answers to your questions.

HOTEL BRANDING - CUSTOM PRICING

Keep your brand front-of-mind for Skin of Color Update attendees through banners, floor decals, escalator wraps, and window and wall clings.

WELCOME RECEPTION SPONSOR - CUSTOM PRICING

Be the first to welcome attendees and faculty to Skin of Color Update. Welcome reception signage and custom branding is built to highlight your presence throughout an evening of food, cocktails, and networking in the exhibit hall.

SPONSOR PHOTO BOOTH OR STEP AND REPEAT - CUSTOM PRICING

Gain social media and brand exposure when Skin of Color Update attendees share pictures of their experience! Your branding will be included on the backdrop of photos that will live on well past the conference weekend.

MINGLE ZONE - PRICE UPON REQUEST

An ideal environment for attendees and faculty to network and build lasting connections. Sponsor the mingle zone and have your company logo and pre-approved sponsor-provided materials in the zone.



GENERAL INFORMATION

DISCOUNTED HOUSING RATES

As a 2024 Skin of Color Update exhibitor, you are entitled to receive a special reduced room rate.

CUT-OFF DATE

Wednesday, August 14, 2024

MEETING LOCATION

New York Hilton Midtown
New York, New York

MEETING DATES

September 13–15, 2024

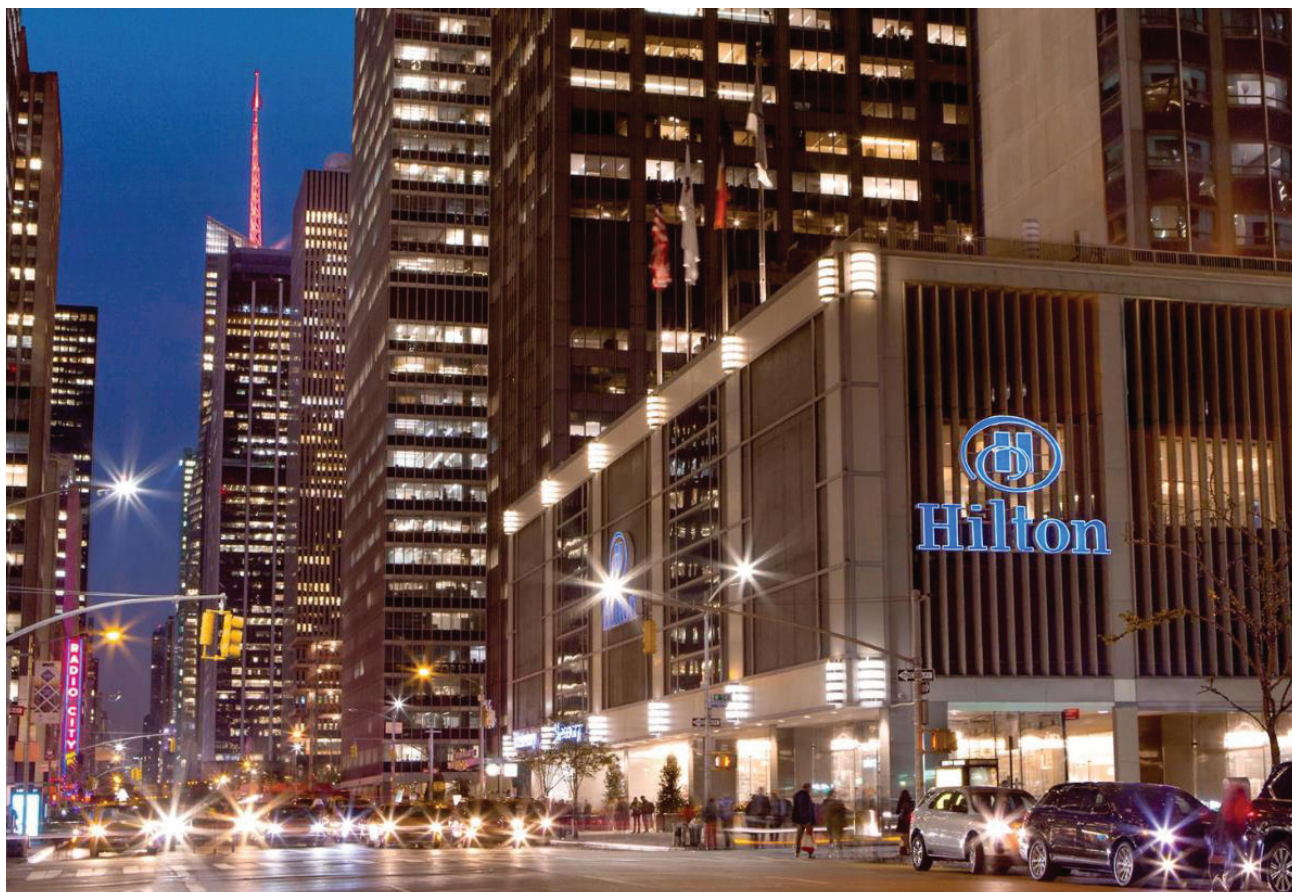


EXHIBIT BOOTH PRICING 2024



☐ Exhibit Kiosk..... \$10,000

ADD-ONS

☐ Corner Booth Premium.....\$1,500

☐ Pick Your Booth Location Premium..... \$1,000

For more information on exhibit booths, contact Luciana Nofal, VP Proprietary Conferences, at luciana.nofal@sanovaworks.com

SAVE THE DATE

SEPTEMBER 13–15, 2024

**NEW YORK
HILTON MIDTOWN
NEW YORK, NY**

75-Word Company Description
& Company Logo Upon Signing
(EPS or high resolution
PNG logo file preferred)



PAYMENT AND BILLING INFORMATION

To sign up for Exhibit Space, please fill out the form below and send it to luciana.nofal@sanovaworks.com

☐ Pay with Credit Card

Payment for Exhibit Space must accompany registration or we will be unable to reserve your booth(s).

APPLICANT INFORMATION

Company: _____ Name/Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Tel: _____ Fax: _____

E-mail: _____ Website: _____

I want to be near this company: _____

I do not want to be near this company: _____

This Exhibitor Agreement is entered into between _____ (Exhibitor) and the Skin of Color Update conference. This agreement takes effect upon acceptance by Exhibitor. The Exhibitor hereby requests Skin of Color Update to provide Exhibitor with exhibit space at the Skin of Color Update from September 13–15, 2024 (set-up day and opens September 12, 2024, break down is September 15, 2024). Exhibitor further agrees to abide by all Exhibitor terms and conditions as outlined in the Terms and Conditions.

DISCLAIMER: Exhibit space is awarded on a first-come, first-served basis. Submission of this form does not guarantee exhibit space. Skin of Color Update will notify Exhibitor applicant if exhibit space request cannot be honored. A confirmation packet will be sent upon arrival of payment. My signature below indicates that I have read the regulations, agreement terms and booth specifications in the Terms and Conditions.

Signature: _____ Date: _____

Print Name: _____

EXHIBITOR TERMS AND CONDITIONS

SEPTEMBER 13–15, 2024 | NEW YORK HILTON MIDTOWN, NEW YORK, NY

The Skin of Color Update conference is herein referred to as “Skin of Color Update.” The conference host hotel is herein referred to as “Hotel.” Conference organizers reserve the right to change locations. Exhibitors will be notified of venue updates.

CATEGORIES OF EXHIBITS

The exhibit program is designed to provide dermatologists with first-hand information about products and services specific to their area of dermatology and cosmetic dermatology and to serve as a forum for updating the physician’s knowledge of current technological advances in the field of dermatology and cosmetic dermatology. The exhibit program is an integral part of the overall education program for the seminar. Applications for exhibit space will be considered for products and services in the following categories: Pharmaceuticals specific to dermatology (both prescription and non-prescriptions); equipment and devices that are designed for diagnosis and treatment of dermatologic conditions; office equipment, record-keeping equipment, or services relating to the support of non-medical aspects of the practice of dermatology; and scientific educational publications.

ACCEPTANCE

Full payment must be received upon signing. Skin of Color Update reserves the right to accept or refuse the booth application for any exhibit, and once an exhibit is on the floor, to require its modification or removal, whenever Skin of Color Update considers such exhibit to be detrimental to its business, professional, or ethical interests, or which originates from any organization whose displayed products do not meet the professional standards of Skin of Color Update. The submission of the Exhibitor registration, signed agreements and full payment is requisite to qualify.

ELECTRICAL SERVICES

Electrical services are not included in any Sponsorship or Exhibitor Packages. If you require electrical service you must order it through the general service contractor. Information and order forms for electrical service will be provided in the Exhibitor Service Kit which will be sent to you upon registration.

BOOTH PACKAGE DESCRIPTION

The booth package includes the following items based on booth size: The booth package includes a 2 x 6 tabletop, 2 chairs, a wastebasket and 2 exhibitor registration badges

STAFF AT EXHIBIT BOOTH

Each exhibiting company is entitled to two (2) representative exhibitor badges. Additional staff beyond the entitled number are required to pay \$499.00 per additional person. Exhibit staff must open and close booths during official times.

HOTEL RESERVATIONS POLICY

Check skinofcolorupdate.com for more information. Please have confirmed arrival and departure dates accessible.

NAME BADGE CHANGES / BOOTH CANCELLATIONS / REFUND POLICY

Name badge changes / cancellations must be received by e-mail. Any change made to a name badge will be subject to a \$30 administrative fee and must be submitted in writing. Space cancelled prior to March 1, 2024 will receive a 75% refund; cancellation from March 1–June 1, 2024 will receive a 50% refund; after June 1, 2024, no refunds will be given.

ADVERTISING

Exhibit items, advertising literature or pamphlets that are distributed may contain only recognized indications and claims.

BOOTH ACTIVITIES / DEMONSTRATIONS / AV

The exhibitor is permitted to demonstrate the firm’s equipment and to make informal presentations regarding the product line or service in the booth. Additional forms of entertainment, amusement or demonstrations of non-product related items or services must be approved in writing by Skin of Color Update. Only activities in accordance with the professional demeanor of the Skin of Color Update exhibits program will be permitted. The use of sound systems other than closed-sound systems is permitted only with prior written approval by Skin of Color Update. Skin of Color Update reserves the right to close any booth not in compliance with the above stated.

EVENT OUTBOARDING

No company can host additional functions outside of the Skin of Color Update conference without prior approval from the Skin of Color Update organizers. Doing so without authorization will result in revoking your registration.

LASER PRECAUTIONS

In keeping with the recommended safety precautions for lasers, Skin of Color Update has adopted the following policies for laser exhibitors in the exhibit area: Proper pipe and drape and goggles are required.

SUBLETTING / SHARING OF SPACE

No part of any exhibit space may be reassigned, sublet or shared with any other party by that exhibitor.

FDA REGULATIONS

Exhibitors must abide by all applicable Food and Drug Administration (FDA) regulations, including but not limited to any or all approval requirements. Exhibitors are reminded that the FDA generally prohibits the advertising or other promotion of investigational or unapproved drugs and devices. If the FDA or a court of competent jurisdiction determines that a company’s exhibit is in violation of any FDA regulations, the company may be subject to sanctions.

INSURANCE

It is the responsibility of each exhibitor to maintain such insurance against injury to person or damage or loss of property in such amounts as determined by Skin of Color Update. Insurance protection will not be afforded to the exhibitor either by the meeting organizers or the Hotel.

EQUIPMENT AND FURNISHINGS

Skin of Color Update will not provide equipment or furnishings for your exhibit space other than those listed in the Booth Package Description. Additional equipment and furnishings are contracted separately and may be ordered from the Exhibitor Service Kit which will be mailed to you shortly after application approval.

EMPLOYMENT SOLICITATION

While Skin of Color Update is an important networking opportunity, direct employment solicitation is not permitted.

RELOCATION OF EXHIBITS

Skin of Color Update reserves the right to alter the location of exhibits, if deemed advisable in the best interest of the exposition. Skin of Color Update shall have the further right to prohibit, bar, prevent, and/or remove any exhibit or proposed exhibit, or any part or portion thereof, which, in the judgment of Skin of Color Update, is unsuitable or inappropriate for the exhibit. Such right shall extend, but shall not be limited to, all equipment, materials, displays, installations, and other items used or distributed by Exhibitors during Skin of Color Update.

SPACE ASSIGNMENT PROCESS

Booth locations will be assigned at the sole discretion of show management. Placement will be made based on date of reservation and separation of competitive products. We expect the exhibit hall to sell out in 2024; therefore, we strongly recommend that you send in your registration and payment as soon as possible.

SECURITY

Exhibitors are responsible for safeguarding their goods, materials, equipment and exhibits at all times. Neither the meeting organizers nor the Hotel will be responsible for the loss of or damage to any property.

FIRE AND SAFETY REGULATIONS

All draping or display materials of cloth must be fireproof. Under no conditions will combustible oils or gases be permitted in the exhibit area. Electric signs and equipment must be wired to meet local fire code specifications. Fire extinguishers on walls or elsewhere must not be removed or obstructed. Exhibitors must comply with Hotel safety and fire code.

INTERPRETATION AND APPLICATION OF RULES AND REGULATIONS

All matters in question not specifically covered by these rules and regulations are subject to the decision of the meeting organizers.

REPRESENTATIONS AND WARRANTIES

Exhibiting company hereby represents and warrants:

- (a) it has the right and authority to enter into this Agreement;
- (b) the person executing this Agreement on its behalf has the authority to do so;
- (c) it is not a party to an existing agreement or arrangement that would (i) prevent it from entering into this Agreement, (ii) conflict with the terms hereof or (iii) adversely affect its performance under this Agreement;
- (d) it is not aware of any litigation (pending or otherwise) or financial event that would adversely affect its performance under this Agreement;
- (e) it will not engage in any unethical practices or predatory sales techniques during Skin of Color Update.

HEALTH SAFETY PROTOCOL AND POLICIES

Exhibitors must abide by all health safety protocol and policies, as defined by Skin of Color Update and/or Hotel. The health safety protocol and policies will be evolving up until the meeting dates, any developments and/or changes will be communicated to all Exhibitors via email and upon check-in. The health safety protocol and policies may include, but is not limited to, any or all of the following: mask mandate, temperature checks, proof of vaccination, proof of negative test results, social distancing, required signed waiver of liability, etc.

GENERAL CORONAVIRUS TERMS

It is expressly understood that: (i) Skin of Color Update's election to cancel, delay, modify or suspend its services due to any pandemic or epidemic including, without limitation, the pandemic associated with the Coronavirus (COVID-19) virus (collectively, an "epidemic event"), or due to any governmental order or guidance, unavailability or unsuitability of any facility or inability to provide such services related to an epidemic event, shall not be deemed a breach of this Agreement and Skin of Color Update shall not be liable for any delays, costs or damages associated with or resulting from any such cancellation, delay, modification or suspension; (ii) if any subcontractor, vendor, supplier or other third party provider of goods or services engaged by Skin of Color Update (collectively, "Third Party Provider") elects to cancel, delay, modify or suspend the provision of its goods, services or obligations due to an epidemic event, then Skin of Color Update shall not be liable for any delays, costs or damages associated with such Third Party Provider's cancellation, delay, modification or suspension.

In the event of (i) or (ii), then the existing cancellation policy and penalty schedule shall be of no further effect and shall be replaced by the following:

"Within 14 days of its notice of suspension, delay, modification or cancellation due to an epidemic event, Skin of Color Update shall have the opportunity to propose an alternative solution, which shall have the effect of an amendment to the applicable agreement, Statement of Work or other applicable agreement upon written agreement of the parties to the proposed alternative, which may include applying the existing agreement to future dates or a virtual platform. In the event both Parties cannot agree upon an alternative solution, then Skin of Color Update shall use commercially reasonable efforts to mitigate any costs associated with such suspension or cancellation but Exhibitor shall remain liable for any fees due to Skin of Color Update and Third Party Providers for goods and services provided through the effective date of suspension or cancellation, costs which have been incurred or committed by Skin of Color Update to or Third Party Providers prior to suspension or cancellation, and for any costs that have been committed to by Skin of Color Update or Third Party Providers on a non-cancelable basis."

TERMS AND CONDITIONS

SEPTEMBER 13–15, 2024 | NEW YORK HILTON MIDTOWN, NEW YORK, NY

1. Company will provide certain content and materials (“Materials”) for the live event (“Event”), and pay the amounts to Medscape Live, as described in and in accordance with the attached letter agreement, subject to the terms of these terms and conditions (collectively, this “Agreement”). The term of this Agreement shall commence on the date indicated in the letter agreement and shall continue through the date of the Event.
2. Company is responsible for (a) providing the Materials required for Medscape Live to perform the services described herein; (b) the review and approval of all Materials and faculty; (c) obtaining all permissions and authorizations from all third parties involved in the production of the Materials as may be necessary to permit the use and display of the Materials as described herein; (d) obtaining all permissions and authorizations from the faculty as necessary for Medscape Live to provide the services hereunder; (e) ensuring that the Materials include all required disclosures and comply with all applicable laws and regulations. Company is solely responsible for any liability arising out of or relating to the Materials.
3. Company grants to Medscape Live a royalty-free, non-exclusive, worldwide right and license to host, distribute, display, promote, translate, sub-license, transmit and otherwise use the Materials that it provides to Medscape Live as may be necessary for Medscape Live to perform its obligations under this Agreement. The aforementioned license shall include the ability to reformat the Materials content for display and user interface purposes and for space requirements. Company grants to Medscape Live’s users a license to access and use the Materials and any content linked therefrom. Subject to the terms and conditions of this Agreement, Company authorizes Medscape Live to use Company’s trademarks, service marks, trade names and logos as may be necessary or advisable for Medscape Live to perform the services or exercise its rights hereunder.
4. Company represents and warrants that: (i) the Materials comply with all applicable laws and regulations (and include all legally required legends, disclosures and statements) and this Agreement, and do not violate the rights of any third party; (ii) Company holds the necessary rights to permit the use and display of the Materials as set forth in this Agreement, and to grant the licenses granted pursuant to Section 3.
5. Company shall, at its sole cost and expense, indemnify and hold Medscape Live, its affiliates, and its and their respective officers, directors, employees, agents, successors and assigns harmless from and against any and all third party claims, losses, damages, judgments, costs and expenses (including attorneys’ fees and expenses), arising out of or related to (i) the Materials; (ii) a breach of any of its representations and warranties provided in Section 4, above; or (iii) any infringement by the Materials on any third party’s rights. Company agrees to pay all costs and expenses incurred by Medscape Live to collect any amount due hereunder or otherwise enforce the terms and conditions of this Agreement, including reasonable attorney’s fees and costs.
6. In the event of a breach of this Agreement by either party, the non-breaching party shall give written notice thereof to the party in breach. If such breach is not cured within ten (10) days (five days for payment default) after receipt of such notice, the non-breaching party may upon written notice to the breaching party terminate this Agreement in addition to any other remedies the non-breaching party may have. Termination shall be in addition to, and shall not prejudice, any of the parties’ remedies at law or in equity. Upon termination, all fees owed to Medscape Live shall become immediately due.
7. EXCEPT FOR COMPANY’S INDEMNIFICATION OBLIGATIONS HEREUNDER, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY DAMAGES RESULTING FROM LOST REVENUE, LOST PROFITS, OR FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES IN ANY WAY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PROVIDED HEREUNDER, HOWEVER CAUSED, EVEN IF SUCH PARTY HAS BEEN MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES. THE ENTIRE LIABILITY OF MEDSCAPE LIVE TO COMPANY UNDER THIS AGREEMENT, OR ANY MATTER RELATING TO THIS AGREEMENT, REGARDLESS OF THE FORM OF ANY CLAIM OR ACTION OR THEORY OF LIABILITY (INCLUDING CONTRACT, TORT, OR WARRANTY) SHALL BE LIMITED TO DIRECT DAMAGES NOT TO EXCEED THE AMOUNTS PAID BY COMPANY TO MEDSCAPE LIVE HEREUNDER. COMPANY’S EXCLUSIVE REMEDY FOR MEDSCAPE LIVE’S FAILURE TO PROVIDE THE SERVICES HEREUNDER WILL BE FOR MEDSCAPE LIVE TO PROVIDE GOODS OF REASONABLY EQUIVALENT VALUE FOR SUCH FAILURE AS DETERMINED JOINTLY BY BOTH PARTIES.
8. If Medscape Live is unable to perform its obligations under this Agreement due to circumstances beyond its reasonable control, including, but not limited to, acts of God, earthquakes, state of emergency, pandemic, hacker attacks, actions or decrees of governmental bodies, changes in applicable laws, or communication or power failures, such obligations will be suspended so long as those circumstances persist. This Agreement shall be interpreted, governed and construed by the laws of the State of New York without regard to the actual state or country of incorporation or residence of Company. Amendments to this Agreement must be made in writing and signed by both parties. This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement, and any prior representations, statements, and agreements relating thereto are superseded by the terms of this Agreement. In addition to the survival terms stated elsewhere in this Agreement, the provisions of Sections 4, 5, 6, 7, and 8 shall survive the expiration or termination of this Agreement. Company shall not assign this Agreement, in whole or in part, to any entity without Medscape Live’s consent. Any attempt to assign this Agreement, in whole or part, in contravention of this Section, shall be void. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their successors and permitted assigns. Any failure by either party to enforce the other party’s strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement. This Agreement may be signed in counterparts and, when so signed, will constitute a single Agreement.

ESTABLISH RELATIONSHIPS
AND INCREASE YOUR BRAND
EQUITY WITH THIS ELITE
GROUP OF DERMATOLOGY
PRACTITIONERS

GENERATE LEADS
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YOUR NETWORK
IN THIS
INTIMATE SETTING



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