

## IABC World Conference Sponsor Rules & Regulations

This Application and Contract to participate in the International Association of Business Communicator's World Conference 2023 scheduled to occur in-person 4-7 June 2023 shall become effective when it has been submitted by the exhibiting company and accepted by the IABC. The individual signing this Application and Contract represents and warrants that he/she is duly authorized to execute this binding Application and Contract on behalf of the exhibiting company. By signing below, the exhibiting company agrees to be bound by the terms and conditions below. The exhibiting company agrees that upon acceptance of this Application and Contract by IABC, with or without appropriate payment of the exhibition fee and further action by the exhibiting company, this Application and Contract, together with the terms and conditions below, (collectively "this Contract") shall become a legally binding contract between IABC and exhibiting company ("Exhibitor").

### 1. SCHEDULE/SPACE

IABC reserves the right to change Event hours or dates, as it deems necessary at any time.

### 2. PAYMENTS, CANCELLATIONS & REFUNDS

Exhibitor and/or Sponsor must remit a 50% percent deposit of the total Exhibit Booth Fee and/or Sponsorship amount with the submission of this Contract. The remaining balance of the invoice must be paid on or before **Friday, 5 May 2023**. Notwithstanding the foregoing, a Contract submitted on or after **Friday, 5 May 2023** must be accompanied by full payment of the full invoice amount at the time of submission.

A Contract will not be processed, without the required Sponsorship payment(s). Credit card payments can be made online using American Express, Discover, MasterCard or Visa. Checks must be payable to IABC and can be remitted to the following address via the

U.S. Postal Service provided on your invoice.

### 3. CANCELLATION OF FULL OR PARTIAL CONTRACT BY SPONSOR

Cancellation of sponsorship contract must be directed via email to Michael Sanders, Sales Manager at [msanders@IABC.com](mailto:msanders@IABC.com) and Kelsey Kwasniak, Sponsorship Senior Coordinator at [kkwasniak@IABC.com](mailto:kkwasniak@IABC.com), provided that the cancelling sponsor obtains confirmation of IABC's receipt of the email on or before the cancellation deadline.

For cancellations of sponsorship contracts received between the initial signed contract receipt and **7 April 2023**, Exhibitor is responsible for, and IABC shall be entitled to retain, 50% percent of the total Sponsorship Fee as a cancellation fee. Should a Sponsor cancel a portion of their contract between initial contract receipt and **5 May 2023**, Sponsor is responsible for, and IABC shall be entitled to retain, 100% percent of the total Sponsor Fee as a cancellation fee.

Full payment is required and no refunds whatsoever will be made on cancellations or reductions of sponsor contract on or after **Friday, 5 May 2023**. Should a Sponsor cancel even partial of their contract on or after **5 May 2023**, the Sponsor is responsible for the full Sponsor Fee for the original sponsorship contract.

Notwithstanding the foregoing, Sponsor will have no right to cancel subsequent to IABC cancellation pursuant to Section 7.

#### 4. CANCELLATION OR CHANGES TO World Conference 2023 BY IABC

If for any reason beyond IABC's control IABC determines that the World Conference 2023 must be cancelled, shortened, delayed, dates changed, or otherwise altered or changed, Sponsor understands and agrees that IABC shall not refund any amounts Sponsor paid towards the contracted Sponsor Fee and that all losses and damages that it may suffer as a consequence thereof are its responsibility and not that of IABC or its directors, officers, employees, agents or subcontractors. Sponsor understands that it may lose all monies it has paid to IABC for the Event, as well as other costs and expenses it has incurred, including travel to the Event, setup, lodging, shipping, employee wages, etc.

Sponsor, as a condition of being permitted by IABC to be an Sponsor in the Show, agrees to indemnify, defend and hold harmless IABC, its directors, officers employees, agents and subcontractors from any and all loss which Sponsor may suffer as a result of Show cancellation, duration, delay or other alterations or changes caused in whole, or in part, by any reason outside IABC's control. The terms of this provision shall survive the termination or expiration of this Contract.

#### 5. ELIGIBILITY TO EXHIBIT

IABC reserves the right to determine the eligibility of any sponsor for inclusion in the Event and to prohibit a sponsor from conducting and maintaining a presence at the event, in the sole judgment of IABC, the sponsor shall in any respect be deemed unsuitable. Sponsor's eligibility to exhibit in the Event must remain in effect from the time of submission of the Contract to the time of the Event and should IABC determine that Sponsors no longer eligible to sponsor at the Event (though previously deemed eligible), IABC may notify the Sponsor and may terminate this Contract without liability upon written notice to Sponsor.

#### 6. PROMOTIONAL ACTIVITIES

Further, Sponsors shall not engage in any promotional activities which IABC determines to be outside the purpose and/or character of The IABC Show as determined by IABC in its sole discretion.

#### 7. INTELLECTUAL PROPERTY MATTERS

The Sponsor represents and warrants to IABC that no materials used in or in connection with their sponsorship infringe the trademarks, copyrights (including, without limitation, copyrights in music and

other materials used or broadcast by Sponsor) or other intellectual property rights of any third party. The Sponsor agrees to immediately notify IABC of any information of which the Sponsor becomes aware regarding actual or alleged infringement of any third party's trademarks, copyrights or other intellectual property rights. The Sponsor agrees to indemnify, defend and hold IABC, its officers, directors, employees, agents, successors and assigns harmless from and against all losses, damages and costs (including attorney's fees) arising out of or related to claims of infringement by Sponsor, its employees, agents, or contractors of the trademarks, copyrights and other intellectual property rights of any third party.

Notwithstanding the foregoing, IABC, its officers, directors, employees, agents, and each of them, shall not be liable for and expressly disclaims all liability for infringement or alleged infringement of the trademarks, copyrights or other intellectual property of any third party arising out of the actions of any Sponsors. The terms of this provision shall survive the termination or expiration of this Contract.

#### 8. USE OF IABC NAME

IABC, The Show and The Show logo are registered trademarks owned by the IABC. Participation by a Sponsor in the Show does not entitle the Sponsor to use such names or logos, except that the Sponsor may reference The Show and use The Show logo with reference to the Sponsor's participation as a Sponsor at the IABC. Participation in the Show does not imply endorsement or approval by IABC of any product, service or participant and none shall be claimed by any participant.

#### 9. INDEMNIFICATION

Sponsor agrees that it will indemnify, defend and hold Show Management, IABC, their respective officers, directors, employees, agents and each of them, harmless from and against a) the performance or breach of this Contract by Sponsor, its employees, agents or contractors; b) the failure by Sponsor, its employees, agents or contractors to comply with applicable laws, regulations and ordinances; and c) the act, omission, negligence, gross negligence, or willful misconduct of Sponsor, its employees, agents, contractors, licensees, guests, or invitees. This indemnification of Show Management by Sponsor is effective unless such injury was caused by the sole gross negligence or willful misconduct of Show Management. Sponsor agrees that if Show Management or IABC is made a party to any litigation commenced by or against Exhibitor, or relating to this Contract or the premises leased hereunder, then SPONSOR WILL PAY ALL COSTS AND EXPENSES, including attorneys' fees, INCURRED BY OR IMPOSED UPON SHOW MANAGEMENT OR IABC BY 8 JUNE 2023 REASON OF SUCH LITIGATION. THE TERMS OF THIS PROVISION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS CONTRACT.

## 10. USE OF EXHIBIT SPACE — GENERAL

- (a) Sponsors are prohibited from possessing, displaying or depicting any products or components or company names in their onsite sponsorship opportunity that could be interpreted as being a promotion or comparison (features, benefits, and price) of another company.
- (b) Any special promotions music must be cleared with IABC. IABC reserves the right to designate specific days and hours during which special promotions may be conducted, if they are permitted at all.
- (c) IABC allows drawings, games of chance and raffles at the Show, subject to the prior written approval of IABC. Sponsors must abide by all Toronto and Canada statutes and regulations regarding drawings, games of chance and raffles.
- (d) All booth personnel represented in person must be properly and modestly clothed.
- (e) The Sponsor acknowledges and agrees that the IABC, its employees and contractors may take photographs/video recordings of the Show which could include images of the Sponsor, its name and logo, its representatives and its sponsorship while attending the event. The Sponsor hereby consents to and grants to the IABC and its affiliates, the unrestricted, perpetual, worldwide, royalty-free and transferable right and license to use (and grant others the right to use) the images worldwide without any compensation.

The Sponsor acknowledges that IABC is the sole and exclusive owner of all rights in the images and hereby waives (a) any and all rights in and to such images, and (b) any and all claims the Sponsor and its representatives may have relating to or arising from the images or their use.

- (f) Music used at any of Sponsor's function(s) held in conjunction with The IABC WORLD CONFERENCE 2023 is subject to applicable copyright and licensing fees charged by ASCAP AND BMI. It is the sole responsibility of the Sponsor to pay applicable fees.
- (g) In order to ensure the success of the Show and avoid dilution of benefits extended to all partners, Sponsor may not extend invitations, call meetings or otherwise encourage absence of other sponsors attendees from any program or other component of the Show during the official hours of the Show or any function sponsored in connect with the show by IABC without prior notice to and approval by IABC.

## 12. ATTENDEE LISTS

Attendee lists from the Show are distributed only to sponsoring companies, other official partners and attendees. Please note that no other individual or organization are authorized to market or to sell attendee lists of IABC.

Such lists shall only be used for mailings of promotional material relating to Sponsor's booth at the Show and shall not be reproduced, transferred or used in any other manner. In using such lists for mailings, Sponsors must ensure compliance with all country, state and local laws and regulations including, but

not limited to, the European Union's General Data Protection Regulations (GDPR and the California Consumer Privacy Act (CCPA). The Sponsor shall indemnify, hold IABC, its directors, officers, employees, agents or subcontractors harmless from the performance or right to interpret this Contract. All interpretations are final and are not subject to review or to appeal. Sponsors which, in the sole interpretation of IABC shall be subject to disciplinary action up to and including ejection from the Show and refusal to participate in any future events or shows of IABC.

#### 11. ENFORCEMENT / MISCELLANEOUS

This Contract is governed by Illinois law and the Sponsor consents to the exclusive jurisdiction of the State and Federal courts seated in Cook County, Illinois, with respect to any action arising out of this Contract or IABC. The parties explicitly acknowledge and agree that the provisions of this Contract are both reasonable and enforceable. However, the provisions of this Contract are severable and, as such, the invalidity of any one or more provisions shall not affect or limit the enforceability of the remaining provisions. Should any provision be held unenforceable for any reason, then such provision shall be enforced to the maximum extent permitted by law.

ANY WAY WITH USE OF OR INABILITY TO USE THE SERVICES OUTLINED IN THIS APPLICATION AND CONTRACT OR

FOR ANY CLAIM BY SPONSOR, EVEN IF ANY OF THE IABC PARTIES HAVE BEEN ADVISED, ARE ON NOTICE, AND/OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF SUCH DAMAGES. SPONSOR AGREES THAT IABC PARTIES' SOLE AND MAXIMUM LIABILITY TO SPONSOR, REGARDLESS OF THE CIRCUMSTANCES, SHALL BE THE REFUND OF THE SPONSORSHIP FEE. SPONSOR AGREES TO INDEMNIFY AND DEFEND THE IABC PARTIES FROM ANY CLAIMS BROUGHT BY A THIRD PARTY HIRED BY, OR ENGAGED BY THE SPONSOR FOR ANY AMOUNT BEYOND THE SPONSORSHIP FEE. FURTHER, SPONSOR AGREES TO PAY ALL ATTORNEY'S FEES AND COSTS INCURRED BY IABC PARTIES ARISING OUT OF, OR IN ANY WAY RELATED TO, THIS CONTRACT. SPONSOR SHALL BE SOLEY RESPONSIBLE FOR ITS ATTORNEY'S FEES AND COSTS.

By signature of the digital 2023 contract, Sponsor submits this Application and Contract and agrees to be bound to its terms: breach of this provision by Sponsor, its employees, agents or contractors. The terms of this provision shall survive the termination or expiration of this Contract. This Contract will be binding on the Sponsor's heirs, successors and assigns.

#### 12. WARRANTIES

IABC makes no warranties, either express or implied, as to the availability or suitability of the technology platforms used for the Show.

#### 13. AMENDMENTS / INTERPRETATION

IABC reserves the right to amend and enforce this Contract. Written notice of any amendments shall be given to each affected Sponsor. Each Sponsor, for itself, its agents and employees, agrees to abide by this Contract set forth therein, or by any subsequent amendments. IABC reserves the sole

14. LIMITATION OF LIABILITY

IN NO EVENT SHALL THE FACILITY, THE IABC WORLD CONFERENCE 2023, IABC , THEIR OWNERS, MANAGERS, OFFICERS OR DIRECTORS, AGENTS, EMPLOYEES, INDEPENDENT CONTRACTORS, SUBSIDIARIES AND AFFILIATES (COLLECTIVELY "IABC PARTIES") BE LIABLE TO THE SPONSOR OR ANY THIRD PARTY HIRED BY OR

OTHERWISE ENGAGED BY THE SPONSOR FOR ANY LOST PROFITS OR ANY OTHER INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING ATTORNEY'S FEES AND COSTS, ARISING OUT.