



TERMS AND CONDITIONS

1. ACCEPTANCE

The terms of this Agreement relate to the Sponsor's participation in any DigiMarCon Event (the "**Event**"). This Agreement is subject and conditional to the Event Organizer's acceptance and approval of the Sponsor's application as detailed in Section 3 of this Agreement.

2. ENTIRE AGREEMENT

This Agreement and its Schedules constitute the entire agreement between the Event Organizer and the Sponsor pertaining to its subject matter and supersedes all previous agreements, representations, oral or written, which may have been made between Event Organizer and Sponsor as to the subject matter hereof. There are no representations, warranties, guarantees, conditions or other agreements, express or implied, statutory or otherwise, between the parties in connection with the subject matter of this Agreement except as expressly set out herein. The Event Organizer specifically disclaims any implied warranties of noninfringement, merchantability, accuracy of data, and fitness for a particular purpose and does not guarantee a certain level of marketing, publicity or attendance.

3. REQUEST FOR SPONSORSHIP

All requests for sponsorship shall be submitted by the Sponsor to the Event Organizer for approval. The request for sponsorship must be made in writing and accompanied by this signed Agreement (the "**Application**").

The Event Organizer shall ensure that the Application complies with the Event Organizer's requirements and the terms of this Agreement. The Event Organizer shall advise the Sponsor if the Sponsor's Application has been approved within five (5) business days of the Event Organizer's receipt of the Application.

The Event Organizer reserves its right to handle incoming sponsorship requests for *DigiMarCon Events* on a first-come, first-served basis.

4. DEADLINES

Once the Sponsor's request for sponsorship has been approved by the Event Organizer, the Sponsor shall abide by and comply with the deadlines listed in **Schedule A** of this Agreement (available to view and download at <https://digimarcon.com/schedules/DigiMarCon Important Deadlines.pdf>). Time shall be of the essence for the execution of this Agreement.

The Sponsor acknowledges and accepts that compliance with the deadlines detailed in **Schedule A** is a legitimate expectation of the Event Organizer and an obligation of the Sponsor. The deadlines in **Schedule A** have been implemented by the Event Organizer to allow for quality assurance and proper review.

5. THOUGHT LEADERSHIP SPONSORSHIP GUIDELINES

In the event that the Sponsor elected a *Thought Leadership Sponsorship* and that such has been approved by the Event Organizer, the Sponsor agrees to be bound by the terms and conditions detailed in **Schedule B** of this Agreement (available to view and download at <https://digimarcon.com/schedules/DigiMarCon Speaker Guidelines.pdf>).

Further, the Sponsor shall grant the Event Organizer the following intellectual property rights:

- (a) A non-exclusive, perpetual, worldwide license, irrevocable right and permission to record, audiotape, videotape, photograph, use, alter, reproduce, publish, sell and distribute the Sponsor's presentation and handout materials (collectively "**Sponsor Property**") in any medium at the Event Organizer's discretion. This right shall survive the termination of this Agreement and shall include but shall not be limited to, the right to reproduce, publish, and sell the Sponsor Property at the Event Organizer's discretion. The Sponsor waives all claims and rights to any portion of any monies accruing from the Event Organizer's use of the Sponsor Property as described in this section.
- (b) A non-exclusive, perpetual, worldwide license, irrevocable right and permission to use, reproduce or otherwise distribute the Sponsor's name, likeness, voice, photograph and/or other data in any publicity or promotional materials created or distributed by the Event Organizer, including rebroadcasts on a 'virtual' basis.
- (c) A non-exclusive, perpetual, worldwide license, irrevocable right and permission to broadcast the Sponsor's presentation live over the Internet using any streaming media. The Event Organizer shall also be granted the right to disseminate rebroadcasts and reproductions of the broadcasts, in whole or in part, transcripts or summaries thereof in the Event Organizer's print and online publications, and in any of the Event Organizer's other product or service. The Sponsor further grants the Event Organizer the right to disseminate or authorize the dissemination of the broadcasts of the Presentation using any medium and to grant this right to all third-party licensees and to permit such licensees to use the broadcasts in English or in the language of their choice.

6. LICENSES GRANTED

Each party shall grant the other party a limited, non-exclusive license to use each other's name, logo, and/or other service marks and trademarks in any software, application, content, feature, email newsletter, social media site, marketing material, press release and website for marketing, promotional, research and/or educational purposes.

The Sponsor shall be authorized to reproduce the following tagline in its promotional material: *Official Sponsor of DigiMarCon.*

7. PAYMENT TERMS

Upon acceptance of the Sponsor's Application by the Event Organizer, the Event Organizer shall send an invoice to the Sponsor for the sponsorship preference selected by the Event Organizer (the "**Total Sponsorship Fees**"). The Event Organizer shall use reasonable efforts to ensure the Sponsor receives its requested sponsorship preference.

The Total Sponsorship Fees shall be invoiced and payable in United States Dollars (USD) by way of bank transfer to the Event Organizer's designated bank account or by credit card (Note: credit/debit card payments incur and additional 3% Processing Fee). The Total Sponsorship Fees shall be payable by the Sponsor within 30 days of the agreement signature date, unless set forth otherwise on the invoice sent to Sponsor.

The Sponsor acknowledges and agrees that delays in payment may result in missed marketing deadlines and the Sponsor's exclusion from marketing campaigns and advertising opportunities.

8. CANCELLATION POLICY

All cancellations must be in writing by email to sponsors@digimarcon.com and shall become effective when received by the Event Organizer. Both the Sponsor and the Event Organizer acknowledge that Event Organizer will sustain substantial losses if the Sponsor cancels this contract. Even though the Event Organizer will exercise its best efforts to mitigate the damages associated with the Sponsor's cancellation, the parties agree that the Event Organizer will nevertheless incur substantial losses that cannot be precisely determined.

Accordingly, Sponsor agrees to waive any and all related future claims and to pay the Event Organizer the following fee as liquidated damages, and not as a penalty:

- Sponsor shall be liable for a non-refundable fee of 50% of the contracted Sponsorship Fee when written cancellation notice is received on or prior to January 31st, 2024.
- Sponsor shall be liable for a non-refundable fee of 75% of the contracted sponsorship cost when written cancellation notice is received by Event Organizer between February 1st, 2024 and February 29th, 2024.
- Sponsor shall be liable for a non-refundable fee of 100% of the contracted sponsorship cost when written cancellation notice is received by the Event Organizer after February 29th, 2024.

Liquidated damages collected and/or retained by the Event Organizer, shall be considered fully earned by the Event Organizer and non-refundable. This amount is considered to be liquidated and agreed upon damages, for the injuries the Event Organizer will suffer as a result of Sponsor's cancellation. This provision for liquidated and agreed upon damages is a bona fide provision and not a penalty. The parties understand that the withdrawal of the sponsorship reserved from availability at a time when other parties would be interested in applying for it, will cause injuries the Event Organizer to sustain damages. In this situation, injuries the Event Organizer's damages will be substantial, but they will not be capable to determine with mathematical precision. Therefore, the provisions for liquidated and agreed upon damages have been incorporated into this Agreement as a valid pre-estimate of these damages.

The Event Organizer may elect to cancel any event, in whole or in part, at its sole discretion; and may, at its sole discretion, modify event dates. If the Event Organizer elects to cancel any event the Sponsor can either transfer the Sponsorship Fees paid towards another DigiMarCon event, to be used with 12 months of the original event date, or request a refund.

9. RULES APPLICABLE TO EXHIBITORS

In the event that the Sponsor elected an *Exhibiting Sponsorship* and that such has been approved by the Event Organizer, the Sponsor agrees to be bound by the terms and conditions detailed in **Schedule C** of this Agreement (available to view and download at [https://digimarcon.com/schedules/DigiMarCon Exhibitor Rules and Regulations.pdf](https://digimarcon.com/schedules/DigiMarCon%20Exhibitor%20Rules%20and%20Regulations.pdf)).

10. HOTEL ACCOMMODATION

Event Organizer has contracted a limited discount group block of rooms in each Event City Venue for use for Speakers, Exhibitors, Staff and Attendees. If the Sponsor requires accommodation in the Event City specific Hotel Booking Instructions are available in **Schedule D** of this Agreement (available to view and download at [https://digimarcon.com/schedules/DigiMarCon Hotel Accommodation.pdf](https://digimarcon.com/schedules/DigiMarCon%20Hotel%20Accommodation.pdf)). Available rooms in Event Organizer discount group block are limited and will be filled on a first-serve basis.

11. NO AGENCY

Nothing in this Agreement shall be in any way construed or interpreted as an approval, endorsement, or recommendation by the Event Organizer of the Sponsor or the Sponsor's products or services.

It is agreed and understood that neither the Event Organizer nor the Sponsor has any authority to negotiate on behalf of nor bind the other with respect to any matter hereunder. Under no circumstances shall either the Event Organizer or the Sponsor have the right to act or make any commitment of any kind to any third party on behalf of the other or to represent the other in any way as an agent. The Sponsor is, and shall perform its obligations hereunder as, an independent contractor and is not, and shall not be considered to be, an agent or representative of the Event Organizer.

12. REPRESENTATIONS AND WARRANTIES

The Sponsor acknowledges that access to the venue space is provided "as is" without warranty of any kind, either express or implied. Except as expressly stated in this Agreement, the Event Organizer makes no warranty or representation, whatsoever and all warranties and representations are excluded to the extent permitted by applicable law.

If the Sponsor has selected a Thought Leadership Sponsorship Opportunity, the Sponsor warrants and represents that the presentation is not or shall not be in any way libelous, slanderous, defamatory or obscene.

13. LIMITATION OF LIABILITY

Except as expressly set forth herein, under no circumstances will either party, its affiliates, officers, directors, employees, agents or other authorized representatives or the event venue, be liable for lost profits or other indirect, incidental, consequential, or exemplary damages for any acts or omissions with respect to the event or to this Agreement.

The Event Organizer shall not be liable for any errors in any listing, description or omission in the Event website, brochure, event app or any other materials.

In no event shall either party's total liability for direct damages under this Agreement exceed the total amount of Total Sponsorship Fees paid by the Sponsor. Each party agrees that this is its sole and exclusive remedy and hereby releases the other party from all obligations, liability claims or demands in excess of that amount.

14. INDEMNIFICATION

Each party agrees, at its expense, to defend, indemnify and hold the other party and its directors, employees and agents harmless from and against all liabilities, damages, costs, fees and expenses, including reasonable attorneys' fees, incurred as a result of any claims or demands arising from or in connection with (a) any breach by the indemnifying party of the terms of this Agreement, if liability on any such claim would have been avoided by the indemnifying party's compliance with the terms of this Agreement; (b) the Sponsor's negligence or wilful misconduct.

15. FORCE MAJEURE

Neither party shall be responsible for breaching or delaying the performance of its obligations if the party can show that (i) the breach was due to an unforeseen event; (ii) this event and its effects could not have been taken into account when signing the Agreement; and (iii) this event is insurmountable.

Should a case of force majeure persist for more than six (6) months, the party shall have the right to terminate this Agreement without notice.

Force majeure events include strikes, labor disputes, riots, accidents, disease, natural disasters, governmental control, regulation, or other action (including requirements for permits or other authorizations by any governmental agency having jurisdiction), or any other cause or circumstance beyond the reasonable control of either party.

16. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by the laws of the State of California. The Event Organizer and Sponsor agree that any claim, legal proceeding or litigation arising in connection with this Agreement shall be brought solely before the competent courts of the State of California, and the parties consent to the jurisdiction of such courts.

17. INVALIDITY OF A PROVISION

Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, for this jurisdiction, be void by virtue of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

18. NO WAIVER

The failure by either the Event Organizer or the Sponsor to exercise any right hereunder shall not operate as a waiver of such party's right to exercise such right or any other right in the future.

19. AMENDMENT

This Agreement may not be amended except by the written instrument signed by both parties.

20. CONFIDENTIALITY

The parties will keep this Agreement and its terms confidential. Each party will also keep confidential any information that it receives from the other party that is marked as confidential. The parties may not use confidential information for any purpose other than the performance of this Agreement.

21. ASSIGNMENT

Neither party shall not assign or transfer its interest in this Agreement without the written consent of the other party. Neither party shall unreasonably withhold or delay consent.

22. GOOD FAITH

The parties shall use good faith efforts to negotiate and resolve any issues that may arise during their business relationship or resulting from this Agreement.

23. TERM AND SURVIVAL OF THE PROVISIONS

This Agreement shall become effective on the date of signature by the Event Organizer (following the Sponsor's signature and the approval of the Sponsor's application) and shall remain in force until the end of the DigiMarCon Event. All provisions relating to indemnifications, shall survive the termination of this Agreement; any other terms of this Agreement shall also survive, if they relate to the period before termination or if, by their terms, they would be expected to survive such termination.



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