EXPERIENTIAL MARKETING SUMMIT 2020

O C T O B E R  1 9 - 2 3

The #1 Digital Conference for Creators of the Brand Experience

Produced by eventmarketer
Hello!

Thank you for your interest in the 18th annual Experiential Marketing Summit—the No. 1 conference for creators of the brand experience.

This year, EMS has been completely reimagined as a weeklong virtual event. And it won’t be just any virtual event. The Summit is going bigger (we’re talking twice the educational content of the physical event over five days, with an audience of more than 2,000 attendees), bolder (we’re talking twice the engagement opportunities of the physical event over five days—plus ongoing on-demand access to your products and services for 30 days), and, because experiential is the reason you get out of bed in the morning, EMS is beaming into your homes, offices and living rooms with real-world engagements including wellness breaks, mid-day dance parties, virtual childcare (oh, yes, we did!) and other fun engagements.

It will be the year’s must-attend event as event marketers rebuild, refocus and seek out the partners, intelligence and connections they need to survive 2020—and thrive in 2021 and beyond. There’s never been a more critical time to be a part of the EMS community and we can’t wait to create a vibrant digital space where these vital conversations can still take place.

So what does a digital EMS experience look like for sponsors and exhibitors? We have been hard at work upgrading our partner benefits to include all of the same value you would get from the live show while also adding additional features and functionalities that take advantage of the unique reach, lead-gen capabilities and access a digital event provides.

While we wish we could see you live, we are confident that the EMS digital experience will offer more engagement, more leads, more eyeballs and more opportunities to connect in a meaningful and dynamic way with an industry that’s looking for the right partners to take them into 2021.

I look forward to working together to create an amazing business building experience.

Anna Lawler
Senior Client Solutions Director, Events
203.852.5681
alawler@accessintel.com
EMS 2020 PROGRAM HIGHLIGHTS

• A full roster of daily keynotes, think tanks, discussions and workshops, all available live and on-demand—designed to fit into your schedule.

• Ample daily engagement breaks where attendees are scheduled to explore our virtual hall for fresh ideas, new partners and event technologies essential to 2021 events.

• Even more content than EMS live, with daily keynotes from some of the industry’s top experiential strategists.

• A wide variety of formats to engage in, including dozens of short, bite-sized sessions fit for busy schedules, plus longer daily deep dives into critical industry topics.

• Daily physical and mental wellness breaks including mid-day dance parties, yoga and meditation.

• Daily one-hour childcare Zooms with accredited instructors. Your kids can craft while you sharpen your skillset for the future.

• Unique “virtual + IRL” networking experiences including small group Zoom discussions, executive roundtables, cooking and mixology experiences, and more.

WHAT IT IS AN EVENT UNLIKE ANY OTHER

The ultimate global conference on the future of events and meetings. Attendees get a year’s worth of insights and ideas in a few days. Present yourself in front of more than 2,000 marketers from around the world as emerging trends are predicted and dissected, best practices are explained and some of the biggest case studies are shared.

WHO ATTENDS THE TOP BUYERS

• Event Marketers
• Meeting Planners
• Corporate Event Directors
• Special Event Managers
• Sponsorship Directors
• Trade Show Managers
• Corporate Event Managers
• VP-Experiential Marketing
• VP-Design and Brand Experience
• VP-Marketing
• Sports & Entertainment Marketers

Social Media and Technology Managers
• Production Executives
• Senior Brand Executives
• Agency VPs
• Agency Creative Directors and Designers
• Exhibit House Senior Executives
• Digital Managers
• Demand-Generation Managers
• And More!
THE BIGGEST BRANDS IN THE WORLD

*Sample of past attendees*
THE BIGGEST AGENCIES ON THE PLANET

*Sample of past attendees
WHO’S ATTENDING EMS

With thousands of registered attendees descending on EMS, you’re guaranteed to connect with different types of buyers.

**VP-EVENT MARKETING**

**WHAT THEY WANT**
- Learn emerging trends
- Meet likeminded peers
- Get perspective on evolving technology

**WHERE YOU’LL FIND THEM**
- Daily partner showcase tours
- Networking and wellness experiences, and sessions

**DIRECTOR-MEETINGS & SPECIAL EVENTS**

**WHAT THEY WANT**
- Get best practices
- Try new products
- Meet new partners

**WHERE YOU’LL FIND THEM**
- Daily partner showcase tours
- Networking and wellness experiences, and sessions

**DIRECTOR-CORPORATE EVENTS & TRADE SHOWS**

**WHAT THEY WANT**
- See case studies
- Learn from likeminded peers
- Try new products and services

**WHERE YOU’LL FIND THEM**
- Daily partner showcase tours
- Networking and wellness experiences, and sessions

**EVENT OPERATIONS MANAGER**

**WHAT THEY WANT**
- Try new products
- Learn best practices
- Meet and hire new partners

**WHERE YOU’LL FIND THEM**
- Daily partner showcase tours
- Networking and wellness experiences, and sessions

**PROCUREMENT MANAGER**

**WHAT THEY WANT**
- See case studies
- Find more efficient event solutions
- Meet with prospective partners

**WHERE YOU’LL FIND THEM**
- Daily partner showcase tours
- Networking and wellness experiences, and sessions
According to third-party surveys by Enigma Research, EMS attendees execute the most events, control the biggest budgets and spend the most dollars on events and trade shows. All in, $20 billion worth of event budgets are controlled by EMS attendees. And 96% of attendees classify themselves as decision-makers.
EXPERIENTIAL MARKETING SUMMIT 2020
ANNA LAWLER 203.852.5681 OR ALAWLER@ACCESSINTEL.COM

Welcome to the industry’s only digital, curated playground for experiential ideas. Explore, interact, and imagine the possibilities. Discover new event technologies. Find the right production partner. View the latest experiential products and tools in action with rapid-fire demos. Get inspired and make connections that will elevate your next event. Whether it’s virtual, ‘socially-distanced’ or the live event you’re prepping for the industry’s big comeback—this is where you’ll want to be to get some major inspiration.

87% DON’T ATTEND ANOTHER INDUSTRY EVENT

32 COUNTRIES HAVE ATTENDED

DANCE PARTIES and Networking Meet Ups

4.6 OUT OF 5.0 ATTENDEE RATING

1 ON 1 MEETINGS and Featured Partner Product Gallery

75 SPONSORS AND EXHIBITORS

2,000 ATTENDEES

WOMEN IN EVENTS EXPERIENCES

$20 BILLION IN EVENT SPENDING

DAILY ZOOM YOGA AND BOOTCAMP

80+ SESSIONS

HOT TOPIC WORKSHOPS
CONTENT AND THOUGHT LEADERSHIP SPONSORSHIP

These opportunities allow you to get valuable face time with attendees at EMS and establish yourself as an industry expert. Showcase a sizzle reel or company product while aligning yourself with a prominent keynote. Own your own time block at The Experiential Marketing Summit with a curated Roundtable. Or present a session on a certain topic, case study, or product and highlight your role as a thought leader.

PRESENTING SPONSOR (2 AVAILABLE)  $50,000

• One, closed-door virtual roundtable with five qualified buyers. Editor moderated
• One 30-minute presentation (solo or with an editor) imbedded into the EMS content program
• Persistent logo placement on the homepage and every landing page of the event website
• Inclusion as a Featured Exhibitor attendees should visit on one day of the show
• Logo placement on all EMS promotional materials, e-mail marketing and social media posts
• Sponsor banner placement during the event
• 30 days of onsite presence. You will receive a fully-branded digital “booth” in the EMS virtual experience that will remain live for one month after the show as attendees come back for on-demand content
• Virtual Tours. You will be part of fun networking and scavenger hunt experiences that push attendees into your virtual booth and incentivize attendees to learn more about you. You will receive lead data for participants
• Real-time lead generation. Set meetings, host demos, live chat and exchange virtual business cards with visitors to your virtual “booth.” Post video, photos, links, downloads and social media feeds to amplify awareness
• 25 All Access passes to the conference for colleagues and clients
• Pre-show and post-show email blast (copy provided by sponsor, blast facilitated by show management)
• Post-show database of attendee names, titles, companies and mailing addresses for one-time mailing (phone, fax and email excluded due to CAN SPAM)
• Social Media Promotion (1 Twitter 1 Facebook post) Promoting partner’s presence at EMS–copy created in conjunction with show management
**CONTENT AND THOUGHT LEADERSHIP SPONSORSHIP**

<table>
<thead>
<tr>
<th>THOUGHT LEADERSHIP SPONSORSHIP</th>
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<tbody>
<tr>
<td><strong>ONLY 1 REMAINING</strong></td>
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<tr>
<td>• You will receive two, 30-minute ‘Thought Leadership’ breakout sessions in the EMS virtual program where your executives can showcase their thinking and expertise in a learning context. Our editors are available to consult on a topic and format, and moderate the session.</td>
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<td><strong>(5 AVAILABLE)</strong></td>
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<td>• Host thanks sponsoring company by name and introduces sponsor video prior to keynote presentation.</td>
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<td>• Ability to play 90 second sizzle reel prior to the start of the keynote session.</td>
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<td>• Branding on video page throughout the keynote and on demand.</td>
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Don’t fall behind the competition when clients need you most. Secure a digital booth and get screen time in your own lounge where you can demo your technology, promote the launch of a new product, showcase your services to the entire industry and meet one on one with top industry buyers. This is your opportunity to “wow” attendees and show them how you can turn around their events, conferences and trade shows.

<table>
<thead>
<tr>
<th>EXHIBIT PACKAGES</th>
<th>PLATINUM EXHIBITOR PACKAGE</th>
<th>$9,995</th>
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<td>You will receive 5 complimentary All Access passes to the event to share with your key clients or staff</td>
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VIRTUAL BOOTH

EXHIBITOR FEATURES & BENEFITS

ALL EXHIBITOR LEVELS RECEIVE THESE BENEFITS:

• Virtual ‘Booth’ featuring your video, company information, social media links, contact details, downloadable documents and up to five product images
• Send and accept meeting requests, and assign staff for follow up, live chat or video chat
• Track all booth analytics in real-time and export leads easily
• Tag your products and services using keywords to come up in search and to pop up in ‘recommended content’ for attendees with similar interests
SPONSORSHIPS

If there’s ever been a time to show the industry what you can do—this is it. 75+ partners will be sponsoring or exhibiting at EMS. Sponsor a keynote or networking activity. Align your brand with some of the most engaging “IRL” elements of the digital show. Get invaluable facetime when buyers are looking for mission critical partners. EMS is attended by brand-side marketers from both b-to-c and b-to-b companies, as well as senior executives from leading event and experiential agencies. Have your own idea? Let’s work together to bring your vision to EMS.

WORKSHOP SPONSOR (5 AVAILABLE) $5,995

The longest sessions at the Summit can be powered by you!

- Host thanks sponsoring company by name and introduces sponsor video prior to the workshop presentation
- Ability to play 90 second sizzle real prior to the start of the session
- Branding and logo placement on the workshop session page
- 3 All Access passes to the conference for colleagues and clients
- Post-show database of attendee names, titles, companies and mailing addresses for one-time mailing (phone, fax and email excluded due to CAN SPAM)

DAILY DJ BREAK SPONSOR (1 AVAILABLE) $6,995

Own one of the most fun parts of the day at EMS this year by sponsoring our daily DJ breaks.

- Inclusion in five, 30-minute DJ breaks, one each day throughout the full run of the show
- Host thanks sponsor by name prior to DJ break and DJ does additional shout out during the set
- Branding and logo placement on video page throughout the DJ set and on demand
- 3 All Access passes to the conference for colleagues and clients
- Sponsor inclusion on attendee planning email deployed by show management prior to the virtual event, and mention during DJ set pre-promotion and “playlist” requests
- Post-show database of attendee names, titles, companies and mailing addresses for one-time mailing (phone, fax and email excluded due to CAN SPAM)
## SPONSORSHIPS

### DAILY CHILDCARE SPONSOR (1 AVAILABLE) $6,995

Showcase your company’s values and prove that your company really cares when working parents need it most with one of our daily childcare sessions. Attendees enjoy conference content while their little ones tune into an hour-long craft and play session with an accredited educator.

- Host thanks sponsoring company by name and introduces sponsor video prior to the workshop presentation
- Host thanks sponsor by name prior to childcare session kick off and again at the conclusion.
- Branding and logo placement on video page throughout the childcare session
- Sponsor inclusion on attendee planning email deployed by show management prior to the virtual event.
- Inclusion on all mention of the applicable child care session and reminders to attendees
- 3 All Access passes to the conference for colleagues and clients
- Sponsor provides and sends branded “play packs” to all registered participants for some hands-on engagement (think: branded art supplies, branded stress balls and toys)
- Post-show database of attendee names, titles, companies and mailing addresses for one-time mailing (phone, fax and email excluded due to CAN SPAM)

### WELLNESS BREAK SPONSOR $6,995

Align your brand with our daily wellness kick-start. Attendees choose every day from either a morning yoga and meditation or higher-energy bootcamp.

- Host thanks sponsor by name prior to Wellness Break each day for all 5 days
- Branding and logo placement on video page throughout the wellness event and on demand
- You will receive 3 complimentary All Access passes to the event to share with your key clients or staff.
- Sponsor can include branded “sweatworking item” in the official EMS 2020 attendee boxes for some hands-on engagement (think: yoga mat, PPE supplies, etc.)
- Post-show database of attendee names, titles, companies and mailing addresses for one-time mailing (phone, fax and email excluded due to CAN SPAM)
- Post-show email blast (copy provided by sponsor, blast facilitated by show management)

### HAPPY HOUR MIXOLOGY EXPERIENCE SPONSOR & EXHIBITOR (3 AVAILABLE) $11,495

Be a part of our daily wrap party as attendees tune in to mix up a cocktail (or mocktail) and raise a glass to the industry—and each other.

- Host thanks sponsor by name prior to Happy Hour
- Branding and logo placement on video page throughout the experience and on demand
- 30 days of onsite presence. You will receive a fully-branded digital “booth” in the EMS virtual experience that will remain live for one month after the show as attendees come back for on-demand content.
- Sponsor provides and can choose to send branded “Mixology Kits” to all registered participants for some hands-on engagement (think: branded mixers, shakers, glasses, ingredients)
- You will receive 3 complimentary All Access passes to the event to share with your key clients or staff.
- Post-show database of attendee names, titles, companies and mailing addresses for one-time mailing (phone, fax and email excluded due to CAN SPAM)
- Pre-show email blast (copy provided by sponsor, blast facilitated by show management)

### OFFICIAL EMS ‘SWEATS OR PJS’ SPONSOR & EXHIBITOR (1 AVAILABLE) $14,495

Show prospective buyers you have a sense of humor with what is sure to be one of the best items attendees will get in the mail this year: their official EMS sweatpants (or pajama bottoms—you pick!)

- Sponsor receives prominent logo placement on the selected apparel item. (Items pre-selected by show management for sponsor to choose from)
- Sponsor can include additional swag and collateral in the mailed package to promote sponsoring company.
- 30 days of onsite presence. You will receive a fully-branded digital “booth” in the EMS virtual experience that will remain live for one month after the show as attendees come back for on-demand content.
- You will receive 5 complimentary All Access passes to the event to share with your key clients or staff.
- Post-show database of attendee names, titles, companies and mailing addresses for one-time mailing (phone, fax and email excluded due to CAN SPAM)
- Pre-show email blast (copy provided by sponsor, blast facilitated by show management)
I. COMPANY INFORMATION

Company Name_____________________________________________________________
Street_____________________________________Suite_____________________________
City________________________________________________________________________
State/Province_______________________________________________________________
Country___________________________________Zip/Postal Code____________________
Telephone (________)_______________________Fax (________)______________________
Key Contact Name___________________________________________________________
Title_________________________________________________________________________
Email_______________________________________________________________________
Web address______________________________________________________________

II. SPONSORSHIP AND EXHIBIT PACKAGES

For information, and availability, or to be provided an adobe sign version of the below for official signing please contact:

Anna Lawler, Senior Client Solutions Director, Events
P: 203.852.5681 | F: 203.549.0779 | alawler@accessintel.com

Content and Thought Leadership Packages

- Presenting Sponsor
- Keynote Sponsor
- Thought Leadership Session Sponsor

Exhibit Packages

- Platinum Exhibit Package
- Featured Exhibit Package

Sponsorships

- Workshop Sponsorship
- DJ Break Sponsorships
- Child Care Sponsorship
- Wellness Sponsorship
- Happy Hour Sponsorship
- Sweats or Pj’s Sponsorship

2020 EMS CONTRACT | TOTAL $_______________

III. PAYMENT INFORMATION

☐ Check # _____________________ enclosed. Payable in U.S. funds to “Access Intelligence”
☐ Credit card ☐ Amex ☐ Mastercard ☐ Visa ☐ Invoice Me

Credit Card number_________________________Exp. Date________Security Code________Authorized signature_________________

Billing (if different from above)__________________________________________________________________Street___________________________________Suite_____________________________
City___________________________________________________State/Province________________________Country__________________________________Zip/Postal Code_____________________

IV. TERMS

Please read the Contract Terms and Conditions (Below). Cancellation/Reduction in space policy— see #1 and #14.

• 100% due at signing

Acceptance of this application by Access Intelligence constitutes a contract. After August 1, total payment must accompany all contracts submitted. Applicant agrees to abide by the Contract Terms and Conditions for The 2020 Experiential Marketing Summit: https://www.accessintel.com/terms-conditions-media/

Name (please print)________________________________________Title______________________________
Authorized Signature________________________________________Date____________________________

RETURN ADOBE DOCU-SIGN PER EMAIL INSTRUCTIONS
EXPERIENTIAL MARKETING SUMMIT
OCTOBER 19-23, 2020
Experiential Marketing Summit Is Produced By Access Intelligence And Is Presented By Event Marketer Magazine. Access Intelligence And The Presenting Magazine Are Hereinafter Referred To As “Show Management.”

ACCESS INTELLIGENCE VIRTUAL EVENTS TERMS & CONDITIONS

1. DEFINED TERMS: This contract is between Access Intelligence, LLC d/b/a EMS 2020 Virtual Event hereafter referred as Producer) and the company listed above, (hereafter referred to as Sponsor) for Event to be held online October 19-23, 2020 (hereafter referred to as the Event).

2. PAYMENT: Sponsor shall pay the Sponsor fee to Event within 30 days after signing contract. An invoice will be sent to you. All prices are net and non-commissionable. All fees must be paid in US funds. Upon signature on completed contract, Sponsorship shall be in effect. If Sponsor fails to make the required payment in a timely manner, Event may terminate this contract and Sponsor’s participation in the Event without further notice and without obligation to refund monies previously paid. Event reserves the right to refuse Sponsor’s participation in the Event if Sponsor is in arrears of any payment due to Event. If payment is not made, Event is expressly authorized to make Sponsorship available without releasing Sponsor from any liability hereunder. Event has the right to omit any company not paid in full by deadline above from the official Event web site and virtual platform.

3. SPONSOR CANCELLATION: If Sponsor desires to cancel this contract, Sponsor may only do so by giving written notice thereof to Event with evidence of receipt. In such event, Sponsor shall be liable for the following cancellation fee: 50% of the total cost of Sponsor’s participation if such cancellation is effective until 3 months prior to Event date listed on the Contract; and 100% of the total cost of Sponsor’s participation if such cancellation is effective within 3 months prior to Event date on the Contract. Payment of cancellation fee must be received by Event within 15 days after cancellation. The effective date of any cancellation shall be the date Event actually receives Sponsor’s written notice as specified above. Sponsor understands this cancellation fee has been incorporated into this contract as a valid pre-estimate of damages Event will sustain which will not be capable of precise determination and is considered to be liquidated and agreed-upon damages suffered as a result of Sponsor’s cancellation and is not a penalty. Subsequent reassignment of canceled Sponsorship shall not affect this cancellation assessment.

4. CANCELLATION OR INTERRUPTION OF EVENT: If for any reason beyond Event’s control (e.g., fire, casualty, flood, epidemic, earthquake, explosion, accident, blockage, embargo, inclement weather, governmental restraints, act of public enemy, riot or civil disturbance, impairment or lack of adequate transportation, technology, power or connectivity outages, inability to secure sufficient labor, technical or other equipment, or act of God), the Event, or any part thereof, is prevented from being held or interrupted, Producer may cancel the Event. In such event, Producer shall not be responsible for delays, damage, loss, increased costs, or other unfavorable conditions arising by virtue thereof, and Sponsor waives claims for damage arising therefrom.

5. POSTPONEMENT OF EVENT: If for any reason the dates of the Event should be changed, no refund will be given to Sponsor. Event will re-assign sponsorship to Sponsor, and Sponsor agrees to use Sponsorship under the terms of this contract. Producer shall not be financially liable or otherwise obligated in the event that the Event is relocated or postponed.

6. LIMITATION OF LIABILITY; INDEMNITY: Producer nor any of its officers, agents, employees or other representatives, shall be held liable for, and each is hereby released from any damage, loss, harm, or injury to the personal or property of Sponsor or any of its visitors, officers, agents, employees or other representatives, resulting from Sponsor’s participation in the Event, licensing and/or use of Sponsorship space hereunder, or the failure of Producer to make available the Sponsorship space/Sponsorship or hold the Event, however caused, including that caused by Producer’s, or its officers’, agents’, employees’ or other representatives’ negligence. Sponsor shall indemnify, defend, and hold harmless Producer and its respective owners, directors, officers, employees, agents and representatives, from, against and in respect of all losses, damages, costs, attorneys’ fees, and expenses of any kind which might result or arise from its participation in the Event, its licensing and/or use of Sponsorship space hereunder, or any action or failure to act on the part of Sponsor or its officers, agents, employees, or other representatives. Producer represents and warrants that it complies with all Event rules & regulations; and that it holds the necessary rights to permit the use of the logo and other materials it provides to Event for the purpose of this contract; and that the use, reproduction, distribution, or transmission of these materials does not violate or infringe any intellectual property rights of third parties, including, but not limited to, such violations as infringement or misappropriation of any copyright, patent, trademark, trade secret, music, image, or other proprietary or property right, false advertising, unfair competition, defamation, invasion of privacy or rights of celebrity, violation of any anti-discrimination law or regulation, or any other right of any person or entity.

7. COPYRIGHTED MATERIALS: Sponsor shall not violate any copyrights with respect to writings, music or other material used by it at the Event or at any affiliated function, and assumes sole liability and responsibility for the use and display of all copyrighted materials at the Event, and shall obtain any and all necessary licenses therefore.

8. LISTINGS AND PROMOTIONAL MATERIALS: By participating in the Event, Sponsor grants to Producer a fully-paid, limited non-exclusive license to use, display and reproduce the name, trade names and product names of Sponsor in any Event directory (print, online or other media) listing the Sponsoring companies at the local or other event the Sponsorship space(s) was located. Event shall not be liable for any errors in listings or descriptions or for omissions. Sponsor’s items and personnel appearing during the Event may be included in Event photographs and used for Event promotional purpose.

9. SPONSOR CONDUCT: Sponsor and its employees/representatives shall conduct itself in a manner in accordance with standards of decency and good taste.

10. AMENDMENT, INTERPRETATION: Producer shall have full power in the enforcement and interpretation of all terms, conditions and rules, and the power to make amendments and set further terms, conditions, and rules as it deems necessary and in the best interest of the Event. The connectives “and” and “or” shall be construed both conjunctively and disjunctively, the term “including” shall mean including without limitation, words in the singular include the plural, and words in the plural include the singular.

11. TAXES, LICENSES: Sponsor shall be responsible for obtaining all licenses, permits and approvals under local, state and federal law applicable to its activity at the Event and obtaining all tax identification numbers and paying all taxes, license fees and other charges that become due to any governmental authority in connection with the Event.

12. AGREEMENT TO TERMS, CONDITIONS AND RULES: Sponsor agrees to observe and abide by the foregoing terms, conditions and rules, and by such reasonable additional terms, conditions and rules made by Producer from time to time for the efficient and safe operation of the Event all of which constitute a part of this Agreement. The rights of Producer under this contract shall not be deemed waived except as specifically stated in writing and signed by an authorized representative of Producer.

13. ENTIRE AND BINDING CONTRACT: This contract constitutes the entire contract between Producer and Sponsor with respect to the subject matter hereof and supersedes all prior written and oral contracts or statements not referenced herein. No representation, statement, condition, warranty or contract not contained or referenced in this contract shall be binding or have any force or effect whatsoever.

14. NO WAIVER: The failure of either Sponsor or Producer to enforce any of their rights under this contract shall not constitute a waiver or modification of this contract, and either Sponsor or Producer may, within the time provided by applicable law, take appropriate action to enforce any such rights.

15. SEVERABILITY: If any term or provision of this contract shall to any extent be held invalid or unenforceable, the remaining terms and provisions of this contract shall not be affected thereby, but each term and provision hereunder shall be valid and enforced to the fullest extent permitted by law.

16. MODIFICATIONS/ASSIGNMENT: No supplement, assignment, amendment or modification of this contract shall be effective unless it is in writing and signed by both Producer and Sponsor.

17. ATTORNEY’S FEES: In any action or proceeding which either party brings against the other to enforce its rights hereunder, the unsuccessful party shall pay all costs incurred by the prevailing party, including reasonable attorneys’ fees, which amounts shall be a part of the judgment in said action or proceeding.

18. GOVERNING LAW: This contract is governed by the laws of the State of Delaware as applied to contracts entered into and performed within such state. Sponsor agrees that the courts located in the State of Delaware shall constitute the exclusive forum for the resolution of any and all disputes arising out of, connected with, or related to this contract of breach of any provision of this contract. Sponsor waives any right to assert lack of personal or subject matter jurisdiction and agrees that venue property lies in Wilmington, DE.

19. ENTIRE AGREEMENT: This Contract constitutes the entire agreement of the parties with respect to the subject matter hereof and specifically supersedes all prior agreements or commitments, whether in writing or oral. No amendment or modification to this Contract shall be valid and binding on the parties unless set forth in writing and signed by both parties.

ACCEPTED:

Name (please print):

Title:

Authorized Signature:

Date: