

## Sponsorship Terms & Conditions

This Sponsorship Contract (the “**Contract**”) is entered into this day (“**Effective Date**”), by and between NAPICU (Northern Networking Event Ltd (NNE) working as agents of NAPICU) and Company. By signing this Contract, the Company agrees to comply with the terms and conditions set forth below. This Contract shall become binding upon acceptance by an authorized NAPICU representative for the NAPICU Conference 2023.

### RECITALS

- A. WHEREAS NAPICU plans to conduct a Conference in Cardiff in September 2024 (“**NAPICU Conference**”), and
- B. WHEREAS, Company desires to sponsor or exhibit at the Conference under the sponsorship/exhibition package as outlined in **the registration form** in exchange for certain promotional consideration, and
- C. WHEREAS, NAPICU desires to accept such sponsorship or exhibition participation.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which both parties hereby acknowledge, the parties agree as follows:

### 1. SPONSORSHIP / EXHIBITION PACKAGE

Company hereby elects to be a sponsor/exhibitor of the Conference under the sponsorship/exhibition package as outlined in **the registration form** (“**sponsorship/exhibition package**”).

### 2. USE OF COMPANY MATERIALS

- 2.1 **License Grant.** Company hereby grants to NAPICU a nonexclusive, non-transferable, license, solely for the term of this Contract, to use the trademarks, trade names, logos, identifying marks, and URLs, as described on the sponsorship brochure (the “Marks”), for use by NAPICU in connection with presentation of the Conference, including promotional materials, and in fulfillment of NAPICU’s obligations hereunder and such right, shall automatically terminate upon completion of the Sponsorship or termination of this Contract, whichever is earlier. NAPICU shall also comply with the Company’s logo usage guidelines.
- 2.2 **Reservation of Rights.** NAPICU acknowledges that Company owns and retains all rights associated with the Marks and that any and all goodwill derived from the use of the Marks hereunder inures solely to the benefit of the owner of the Marks.

### 3. OBLIGATIONS OF THE PARTIES

- 3.1 **NAPICU.** NAPICU hereby agrees to provide Company with the promotional services and materials, consistent with the Company’s sponsorship/exhibition package, as outlined in the sponsor brochure).
- 3.2 **Company.** In addition to payment obligations hereunder, Company agrees to provide NAPICU with the Marks listed in the sponsorship brochure, in the format and via media as reasonably requested by NAPICU.
- 3.3 **Cooperation of the Parties.** The parties agree to cooperate and provide reasonable assistance, as requested by the other party, in the performance of the obligations set forth herein.

#### 4. CONFERENCE SCHEDULING

- 4.1 Schedule Changes.** If NAPICU changes the site, hours or dates of the Conference NAPICU will notify Company of any such changes in writing as far in advance as possible.
- 4.2 Cancellation by NAPICU:** NAPICU reserves the right to cancel the Conference, in whole or in part, or to terminate this Contract for any reason, with or without cause, at any time upon written notice to Company. It is a condition of this booking that NAPICU /or its Agents have the right for any reason beyond their control to alter or cancel, without prior notices, the Conference or any of the arrangements, timetables, plans or other items relating directly or indirectly to the Conference and that NAPICU and/or its Agents shall not, subject as aforementioned, be liable for any loss, damage, expenditure or any inconvenience caused as a result of such alteration or cancellation and in the event of cancellation of the Conference the pre-paid delegate registration fees will be returned in full and NAPICU and/or its Agents shall not be liable for any loss, damage, expenditure or inconvenience caused as a result of such cancellation.
- 4.3 Cancellation by Company:** It is a condition of this booking that notification of cancellations and requests for refund should be made in writing to NAPICU. For cancellations received before **Friday 26<sup>th</sup> July 2024**, 70% of the total remittance (not including £500 non-refundable deposit) will be refunded. Fees will not be refunded after **Friday 26<sup>th</sup> July 2024 and are still payable.**

#### 5. FEES; PAYMENT

- 5.1 Fees.** Company agrees to pay NAPICU the fees specified for the Company's sponsorship/exhibition package, as outlined in the **Sponsorship brochure ("Fees")**.
- 5.2 Payment.** Payment of the Company's Sponsorship Fees; A non-refundable deposit of £500 must be submitted along with the completed registration form to secure your booking. Bookings made without payment or invoice details will not be considered complete. Full payment is then due NET 30 days from receipt of invoice or no later than **Friday 26<sup>th</sup> July 2024**. Payment shall be made in pounds (GBP) by BACS or credit card. All BACS payments must be accompanied by a remittance advice notice sent by email to [info@napicu.org.uk](mailto:info@napicu.org.uk).  
**NB. Amex credit cards cannot be accepted**

#### 6. WARRANTY; DISCLAIMER

Company acknowledges that all services and materials provided by NAPICU in connection with this Contract are being provided "AS IS." NAPICU DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE.

#### 7. LIMITATION OF LIABILITY

IN NO EVENT SHALL NAPICU BE LIABLE TO COMPANY OR TO ANY THIRD PARTY FOR DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS OR PROFITS) ARISING OUT OF OR IN CONNECTION WITH THIS CONTRACT OR FOR ANY ERROR OR DEFECT IN ANY MATERIALS PROVIDED, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT NICE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. THE PARTIES HAVE AGREED THAT THESE LIMITATIONS WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL NAPICU'S TOTAL AGGREGATE LIABILITY UNDER THIS CONTRACT EXCEED FEES PAID BY COMPANY TO NAPICU UNDER THIS CONTRACT. Notwithstanding anything stated to the contrary, each party shall indemnify and hold each other harmless for direct damage liability or loss resulting from death, personal injury or tangible property damage, negligence or wilful misconduct by its personnel or its subcontractors or agents or any other liability that may not be excluded by law.

## 8. DATA PROTECTION

Each party warrants that it complies with all applicable laws and regulations when providing services, especially, without limitation all applicable local data protection laws and/or regulations worldwide, including the EU and its member states.

Each party warrants that during the collection, processing and use of individual personal information, the person to whom the data belongs (the "Data Subject") has been informed of and consented to:

- its right to object at no cost to the collection, processing and/or use of its data
- the purpose of the collection, processing and/or use of its data
- its rights to object at no cost to the use of its data for purposes of canvassing in particular for commercial purposes
- its personal data may be exported to other countries, including outside European Union
- being contacted by commercial third parties, including NAPICU and its affiliates for marketing and other purposes

Each party warrants that it has the right to grant the licenses and other rights related to the use of personal data, especially without limitation to the extent the processing of personal data has been collected through social public networking platform or others public support.

## 9. GENERAL

- 9.1 Force Majeure:** NAPICU shall not be responsible for any loss or damage resulting from failure to perform under this Contract or failure to present at the Conference, in whole or part as a result of riot, strike, terrorism, civil disorder, the act of war, failure of facilities, earthquake, storm, fire, flood, or other acts of God, or any reason of any kind whatsoever beyond the reasonable control of NAPICU.
- 9.2 No Assignment.** Company may not assign this Contract, in whole or in part, by operation of law or otherwise, without the prior written consent of NAPICU which consent shall not be unreasonably withheld. Any attempted assignment without such consent will be null and of no effect.
- 9.3 Authorisation.** Company acknowledges and agrees that, upon execution of this Contract, NAPICU is authorised by Company to provide contact information including Company's address, phone number, fax number and name of a contact person to any contractor/vendor contracted to conduct work for Conference.
- 9.4 Governing Law; Jurisdiction.** This Contract shall be governed by and construed following the laws of England (excluding its body of law controlling conflicts of law). The parties expressly agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply. Any legal action or proceeding arising under this Agreement will be brought exclusively in the jurisdiction of the English courts.
- 9.5 Severability.** If any provision of this Contract is held invalid or unenforceable by a court of competent jurisdiction, such provision will be construed so as to be enforceable to the maximum extent permissible by law, and the remaining provisions of the Contract will remain in full force and effect.
- 9.6 Waiver.** The waiver of any breach or default will not constitute a waiver of any other right hereunder or of any subsequent breach or default.
- 9.7 Entire Agreement.** This Contract constitutes the complete agreement between the parties and supersedes all prior or contemporaneous agreements or representations, written or oral, concerning the subject matter hereof. This Contract may not be modified or amended except in a writing signed by a duly authorised representative of each party.
- 9.8 Counterparts.** This Contract may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.