



THE CONFERENCE IS VIRTUAL THE INSIGHTS ARE REAL

This September 2-3, we are bringing the IAAPA classroom to you. Take part in the IAAPA Virtual Conference: The Americas, a new education series where you can hear from industry thought leaders from around the world, connect with your peers, and generate ideas that will bring a brighter future for your business. All online.

IAAPA VIRTUAL CONFERENCE: ▶ THE AMERICAS

SEPT. 2-3

IAAPA.org/VirtualAmericas

▶ SPONSORSHIP OPPORTUNITIES

**GENERAL
SPONSOR
\$2,500**

BENEFITS INCLUDED:

- Logo in event communications
- Logo in registration confirmation
- Logo in digital program
- Sponsor recognition during event
- Logo, QR code and company description in Marketplace presentation during event and delivered to all attendees post-event.
- One free event registration
- 30-second prerecorded video presentation (provided by sponsor)
- Limited to 8 sponsors
- 10% discount towards next year sponsorship of Latin America events!
- \$500 discount for IAAPA Virtual Conference: EMEA and APAC sponsors!

**PRESENTING
SPONSOR
\$5,000**

BENEFITS INCLUDED:

- Logo in event communications
- Banner ad with link in registration confirmation
- Logo with link in digital program
- Sponsor recognition during event
- Logo, QR code and company description in Marketplace presentation during event and delivered to all attendees post-event.
- Two free event registrations
- 5-minute prerecorded or live presentation (provided by sponsor)
- Limited to 4 sponsors
- 25% discount towards next year sponsorship of Latin America events!



**YES! I WANT TO SPONSOR THE 2020
IAAPA VIRTUAL CONFERENCE: THE AMERICAS**

PLEASE SELECT ONE:

GENERAL SPONSORSHIP - \$2,500 USD

PRESENTING SPONSORSHIP - \$5,000 USD

NAME:

COMPANY:

EMAIL:

TELEPHONE:

FORM OF PAYMENT:

VISA

MASTERCARD

AMEX

DISCOVER

AMOUNT TO BE CHARGED:

CREDIT CARD NUMBER:

EXP. DATE:

CVV CODE:

NAME ON CREDIT CARD:

AUTHORIZED SIGNATURE:

I WILL MAIL A CHECK

MUST BE DRAWN FROM A U.S. BANK, PAYABLE TO IAAPA: 4155 WEST TAFT VINELAND ROAD, ORLANDO, FL 32837 USA. REF: AR-IAAPA VIRTUAL CONFERENCE: THE AMERICAS.

I WILL SEND A WIRE TRANSFER

MUST INCLUDE A US\$25 TRANSACTION FEE.
BANK OF AMERICA, 1501 PENNSYLVANIA AVE., N.W. | ABA 026009593 |
SWIFT CODE (IF NEEDED): BOFAUS3N | FOR CREDIT TO IAAPA ACCOUNT
0020-866-30597. REF: AR-IAAPA VIRTUAL CONFERENCE: THE AMERICAS.

**PLEASE READ AND SIGN the following Terms and Agreement (2 pages), and return
with payment form to Ana Elisa Benavent, aebenavent@IAAPA.org.**



2020 IAAPA VIRTUAL CONFERENCE: THE AMERICAS TERMS AND AGREEMENT

1. Management: The International Association of Amusement Parks and Attractions, hereinafter designated as “the Association,” or “IAAPA” conducts the IAAPA Virtual Conference: The Americas (the “Event”) and appoints an official Platform Host to provide all show services to Sponsors.

2. Application for and Assignment of Space: Anyone desiring to sponsor must apply by submitting this Contract to the IAAPA North America or Latin America teams.

3. Cancellation: The Association reserves the right to cancel any Contract not paid in full, and to retain as liquidated damages any amounts already paid. Sponsor agrees that payments or deposits made may be used toward satisfying any cancellation fees due to Association under this Contract.

In the event that a Sponsor cancels this Contract or is unable to participate, the Sponsor shall pay as liquidated damages the amount set forth below. Upon receipt of cancellation notice from Sponsor, Association shall have no further obligations to Sponsor under this Contract.

Cancellation Deadlines and Liquidated Damages:

a. 50% of amounts due under this Contract if cancellation notice is received by IAAPA prior to August 1, 2020.

b. 100% of amounts due under this Contract if cancellation notice is received by IAAPA on or after August 1, 2020.

4. Cancellation or Postponement of Event: IAAPA may cancel the Event for any reason in its sole discretion. If the Event is canceled for any reason, then and thereupon this Contract will be automatically terminated and IAAPA management will refund amounts paid under the Contract to each Sponsor, minus any fees for services already provided. IAAPA may postpone the Event for any reason, and Sponsor acknowledges and agrees that in such an event, the Contract shall remain in full force and effect for the new Event dates.

5. Compliance with Rules and Regulations: Sponsor hereby agrees to be bound by all IAAPA and Platform Host’s Rules and Regulations (the “Rules”) outlined here, and any additional rules, regulations, and information as may be adopted by IAAPA or the Platform Host.

6. Specific Policies:

a. Any information, statements, opinions, other digital content, or links to third party websites of a Sponsor or other Event attendee on the Platform are those of the respective author(s) and not IAAPA or the Platform Host. IAAPA does not guarantee the validity, accuracy, truthfulness, completeness, reliability, or usefulness of any information, statement, opinion, other digital content, or links to third party websites on the Platform other than from an authorized IAAPA representative acting in his or her official capacity. Under no circumstance will IAAPA be liable for any loss or damage caused, directly or indirectly, by reliance on any such third-party content.

b. As the organizer of the Event, IAAPA reserves the right to prohibit and prevent the attendance, participation, or registration of any individual or firm for any reason within the exclusive discretion of IAAPA. IAAPA need not disclose or describe the reasons for its decision to do so.

7. Data Protection:

a. For the purposes of this Section, the following terms shall have the following meanings: (i) “Privacy Legislation” means all laws and regulations, including (without limitation) the laws and regulations of the European Union, the European Economic Area and their member states,

which are applicable to the processing of Personal Data under this Contract, including (without limitation) the EU General Data Protection Regulation (2016/679) (“GDPR”); and (ii) “Data Controller”, “Data Subject(s)” and “Personal Data” each have the meanings given to them in the GDPR. b. Both the Association and the Sponsor acknowledge and agree that each party shall be a separate Data Controller in respect of the Personal Data received from the other party and processed in relation to this Contract and each party shall be responsible for its compliance with the Privacy Legislation. Both parties shall process the Personal Data received from the other party in accordance with its applicable privacy notice and the Privacy Legislation.

c. Should Sponsor transfer Personal Data to the Association, Sponsor represents, warrants and guarantees that (i) the Personal Data has been collected in strict compliance with the Privacy Legislation; (ii) it has properly notified the Data Subjects concerned that their Personal Data may be transferred to third parties including the Association and (iii) Sponsor has all necessary rights to transfer the Personal Data to the Association and such transfer of the Personal Data is and shall be in compliance with the applicable Privacy Legislation.

d. Sponsor agrees and acknowledges that any data other than Personal Data, which the Association has obtained from Sponsor may be freely shared with and transferred to the Association and the Association’s affiliates and any third party for commercial purposes unless Sponsor has specified to the contrary in writing stating what data may not be so shared or transferred.

e. Sponsor acknowledges and agrees that its use of the platform shall be in compliance with the applicable terms and conditions of use and that it will abstain from sending or receiving any message, data, file, content or signal which is in breach of law and order, common morality, legislation on press infringements, applicable Privacy Legislation, Internet copyright protection law, laws on the protection of minors, trade secrets, private correspondence or private information on the Internet.

f. Sponsor understands and expressly acknowledges it has been informed that its rights, and those of any third-party users who log on and use service, to access, modify, delete or object to the processing of Personal Data and to the transmission thereof to any third parties, shall be exercised in accordance with the applicable Privacy Legislation and the legislation applicable in the United States of America.

8. Limitation of Liability: IAAPA shall not be liable for any damages of any kind arising out of or relating to the use of or the inability to use the Platform, the Platform’s content or links, including but not limited to damages caused by or related to errors, omissions, interruptions, defects, delays in operation or transmission, computer viruses or line failures. IAAPA shall not have any liability or responsibility for the performance or failure to perform of the Platform Host, or for any acts, omissions or conduct of any user or other third party. In no event will IAAPA be liable to the Sponsor, whether in contract or tort, for any amount in excess of any amounts paid by Sponsor under this Contract. In no event shall IAAPA be liable, whether in contract or tort, for any indirect, consequential, exemplary, punitive, or special damages or awards, including but not limited to lost profits.

9. Indemnification: The Sponsor agrees that it will hold

INITIAL:

harmless and indemnify the Platform Host and the Association from any and all claims, including third party infringement claims, losses, damages, injuries or liability whatsoever (including without limitation, reasonable attorney's fees and costs) that arise in whole or in part from the breach of this Contract by Sponsor, or from activities of Sponsor in connection with the Event or use of the Platform, including without limitation any content of Sponsor.

10. IP Enforcement Policy: In an effort to ensure any claims or disputes by Sponsors at the Event (or in the time period prior to the Event) are handled in a non-disruptive manner, the Association hereby agrees to provide all Sponsors at the Event with the services of an intellectual property mediator ("IP Mediator") after the Event. Following the Event, IP Mediator will provide assistance to Sponsors by evaluating potential intellectual property infringement claims and will work closely with the Association to issue any Sanctions (as defined below), if necessary. The Sponsor understands and agrees that the IP Mediator is a neutral party enlisted to mediate and settle disputes between Sponsors, related to intellectual property or proprietary rights, as well as any violation of the Rules. Sponsor understands and agrees that all decisions made by the IP Mediator are final and shall not be subject to appeal or challenge. Sponsor understands and agrees that, at the Event and in the time period leading up to the Event, any Sponsor ("Complaining Sponsor") may lodge with IP Mediator a complaint against any other Sponsor ("Defending Sponsor"), which after investigation may result in the Sanctions by the IP Mediator or the Association at the Event. IP Mediator's evaluation of such a complaint will be free of charge to the Complaining Sponsor. Sponsor understands and agrees that the enforcement action or sanctions ("Sanctions") shall be issued by IP Mediator and/or the Association in their sole discretion and may include but shall not be limited to: (i) the removal of any digital content ("Sponsor Content"), (ii) restrictions on access or services provided by the Association, (iii) a loss of membership to the Association; or (iv) a ban from any future show or event. The Sponsor understands and agrees that any determination by IP Mediator and/or the Association to issue any Sanctions is not a legal determination that any intellectual property infringement or violation has occurred; instead, Sanctions shall be issued (i) to enforce the rules and guidelines at the Event, including the Rules; (ii) when IP Mediator believes that the display of any Sponsor Content is potentially infringing on another Sponsor's intellectual property or proprietary rights, or when IP Mediator and/or Association believes that any Sponsor Content is disruptive to the Event. In exchange for being permitted to sponsor the Event, Sponsor agrees as follows:

- a. That Association is not responsible or liable for any claimed or recognized violations of the Sponsor's intellectual property or proprietary rights, including any claims for trademark, copyright or patent infringement or any claims of counterfeiting or other violations of proprietary rights.
- b. That the Sponsor will abide by any and all intellectual property laws, rules, or guidelines, including the Rules, whether imposed by national or local laws or by the Association as part of its ownership and/or management of the Event.
- c. That the IP Mediator and the Association have no obligation to enforce or act on the behalf of the Sponsor and that both IP Mediator and Association may, in their sole discretion, determine whether to issue Sanctions or take any action in any case, depending on the facts presented by the Complaining Sponsor. Nothing herein obligates IP Mediator or Association to take any action or issue any Sanctions.
- d. Not to display Sponsor Content that violates or potentially violates the intellectual property or proprietary rights of another Sponsor at the Event or that is otherwise disruptive to another Sponsor. Sponsor hereby further

agrees that the Association and/ or its IP Mediator may determine—in their sole and complete discretion—whether to issue the Sanctions described herein.

- e. To comply with any Sanctions issued by IP Mediator and/or the Association, Sponsor further understands that its refusal to comply with any issued Sanctions may result in further action by Association, which may include the issuance of additional Sanctions or another action as determined by Association in its sole discretion.
- f. That a failure by Sponsor to abide by any Sanctions imposed by IP Mediator and/or the Association may lead to additional Sanctions imposed by Association.
- g. That any claim of infringement made to IP Mediator or the Association shall be made with the good faith intent to enforce owned or licensed intellectual property or proprietary rights, and not solely in an effort to disrupt or impact another party's ability to operate.
- h. SPONSOR AGREES TO RELEASE AND HOLD HARMLESS THE ASSOCIATION, IP MEDIATOR, AND THEIR AGENTS, CONTRACTORS, AND SERVICE PROVIDERS, (COLLECTIVELY, THE "RELEASED PARTIES") FOR ANY CLAIMS, DEMANDS, OR LIABILITIES RELATED TO: (i) A CLAIM OR DETERMINATION THAT A VIOLATION OF THE RULES HAS OCCURRED; (ii) A CLAIM OR DETERMINATION THAT ANY SPONSOR CONTENT IS INFRINGING, POTENTIALLY INFRINGING, OR OTHERWISE DISRUPTIVE TO THE EVENT; OR (iii) ANY OTHER CLAIM OR DETERMINATION ISSUED BY THE IP MEDIATOR, ITS AGENT OR CONTRACTOR, OR THE ASSOCIATION RELATED TO ACTIVITY AT THE EVENT. TO BE CLEAR, SUCH RELEASE OF LIABILITY WILL INCLUDE ANY CLAIMS OF TRADE LIBEL, DEFAMATION, UNFAIR COMPETITION, OR NEGLIGENCE RELATED TO ANY DETERMINATION MADE AT THE EVENT BY THE RELEASED PARTIES. To indemnify, hold harmless and defend the Released Parties from any claims, losses, damages, or liability that may result from the Association or IP Mediator's enforcement of this IP Enforcement Policy. That it will accept and not seek to challenge, modify, or overturn any resolution made by IP Mediator or the Association, including the issue of any Sanctions.

11. If any provision of this Contract is held to be illegal, invalid, or unenforceable under the present or future laws, then such provision shall be fully severable, and this Contract shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of the Contract and the remaining provisions of the Contract shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from the Contract.

12. By signing the Contract, the Sponsor participant hereby agrees that the exclusive jurisdiction for any dispute, claim, or demand related in any way to the enforcement or construction of this Contract will be decided by binding arbitration. Specifically, all disputes between Sponsor and Association shall be submitted to Judicial Arbitration and Mediation Services, Inc. ("JAMS") for binding arbitration under its rules then in effect in the Orlando, Florida, USA area, before one arbitrator to be mutually agreed upon by both parties. The parties agree to share equally in the arbitration costs incurred. It is the intention of the parties that all questions with respect to the construction and enforcement of this Contract and the rights and liabilities of the parties hereto shall be determined in accordance with the laws of the State of Florida, in the United States.

I have read and agree to the terms as set forth above.

NAME:

DATE:

SIGNED: