

2019 BC Broadband Conference Sponsorship Terms and Conditions

1. Definitions:

- 1.1. "Event" means the "BC Broadband Conference 2019" to be held on April 30, 2019 to May 1, 2019 at Radisson Hotel in Richmond, BC;
- 1.2. "Venue" is the Presidential Ballroom of the Radisson Hotel in Richmond, BC. It is located on the 2nd floor of the building.
- 1.3. "Parties" means, collectively, the Conference Organizers and the Vendor and "Party" means either on the of them, as the case may be;
- 1.4. "Sponsorship Package" means the goods and services to be provided by the Conference Organizers to the Vendor

2. <u>Terms and Conditions:</u>

- 2.1. This document will serve as a legal contract between the Conference Organizers and the Vendor.
- 2.2. The Vendor agrees to indemnify the Conference Organizer for any loss or damage resulting from:
 - 2.2.1. The Conference Organizer unable to carry out the event set out in the agreement due to the result of any strike, labour lockout, flood, fire, force majeure or Act of God; or as a result of the Venue and its inability to fulfill their contract responsibilities; or any event beyond its control;
 - 2.2.2. The conduct of any person or persons attending the function;
 - 2.2.3. The conduct of the employees of the Venue or any personnel associated with the Venue.
- 2.3. The Vendor agrees to reimburse the Conference Organizer for any damages that he is responsible for, or has reasonably caused as a result of his conduct, or action by anyone representing or under the instruction of the Vendor. Damages include those associated with the Venue, to other Vendors, and to the Conference Organizer.
- 2.4. The Vendor is responsible for all and any products, materials and equipment that are brought to the event. The Conference Organizer shall not be liable for any damage, theft or loss incurred as a result of the Vendor's participation in the event. The Vendor assumes all responsibility for their property during the delivery, setup/tear-down, and for the duration of the event.
- 2.5. The Conference Organizer reserves the exclusive right to restrict access to the Vendor, his agents and employees, and guests to any space designated for this event. The Vendor agrees to conduct himself in a manner that is in full compliance with applicable laws, regulations and rules.
- 2.6. The Conference Organizer reserves the right to cancel all or part of the event. The Vendor will be notified as soon as reasonable. All monies received by the Conference Organizer from the Vendor will be refunded in full.
- 2.7. Should the venue, location and/or the floor plan change, the Vendor will be assigned an alternate booth space according to their sponsorship level and date of confirmation.
- 2.8. The Conference Organizer is limited to providing the Vendor with only the services as agreed upon in this agreement. All other expenses incurred by the Vendor will be billed directly to the Vendor.

2019

3. Payment Terms

- 3.1. All prices listed are in Canadian Dollars (CAD).
- 3.2. Payments must be made in full within 30 days or by April 19th, 2019 (Friday), whichever comes first.
- 3.3. Full payment is required to confirm sponsorship.
- 3.4. If payment is not received by due date, Conference Organizer has the option to give the sponsorship to another vendor. Conference Organizer shall inform Vendor before giving the sponsorship slot to another vendor.
- 4. <u>Vendor's Logo</u> The Vendor shall provide a high resolution logo to the Conference Organizers as soon as the sponsorship fee has been paid. The logo should be in jpg or a png file format.
- <u>Vendor's Conference Attendees</u> Complete list of the Vendor's conference attendees shall be submitted to the Conference Organizers within 30 days or by April 19th, 2019 (Friday), whichever comes first. The information shall include the position title, email address and would indicate if they are attending the conference dinner. This will ensure conference attendees are properly registered.

6. Cancelation Policy

- 6.1. Sponsorship cancellations made before January 31, 2019 shall be fully refunded.
- 6.2. Sponsorship cancellation made after February 1, 2019 to February 28, 2019 shall receive a partial refund of 50 %.
- 6.3. Sponsorship cancelation made after March 1, 2019 are non-refundable.

7. Notice_

All notices given under this Agreement shall be in writing and delivered personally or by email, addressed to the parties at the addresses set forth above or such other email address. All written notices so given shall be deemed effective upon receipt.