



SPONSOR GENERAL TERMS AND CONDITIONS

FIA appreciates your sponsorship of our Event. Please carefully review these General Terms and Conditions (“T&Cs”) below as well as the information for sponsors set forth in the Sponsorship Application. Compliance with these T&Cs and the Sponsorship Application is required in all respects and will help to ensure the success of the Event. Thank you for your cooperation.

1. DEFINITIONS

Agreement: these General Terms and Conditions and the Sponsorship Application

Data Protection Legislation: means all laws and regulations as are applied to the processing of Personal Data, including the laws of the European Union, the European Economic Area, their member states and the United Kingdom, including (where applicable) the General Data Protection Regulation (“GDPR”); the laws of Australia, including the Australian Privacy Protection Act (“APP”); the laws of Canada, including the Federal Personal Information Protection and Electronic Documents Act (“PIPEDA”); and the data protection or privacy laws of any other country, including, without limitation, Switzerland and the Russian Federation, and any laws substantially amending, replacing or superseding any of the foregoing.

Event: event specified as “the Event” in the Sponsorship Application

Event Marks: FIA’s Marks and the designation (if any set out in the Sponsorship Application) used singularly or collectively in association with the Event or in the exercise of the Sponsorship Rights.

FIA’s Marks: the trade marks, brands and logos associated with the Event to be used for all promotion, advertising and marketing of the Event, together with any associated artwork, design, slogan, text and other collateral marketing signs of FIA that are to be used in connection with the Event.

Intellectual Property Rights: all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, performer’s property rights, rights in computer software, database right, topography rights and any other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, these rights, and all similar or equivalent rights or forms of protection in any part of the world.

Sponsor: the entity identified in the Sponsorship Application as “the Sponsor”

Sponsor’s Marks: Sponsor’s proprietary marks and logos that are supplied to FIA in connection with the Event together with any accompanying artwork, design, slogan, text and other collateral marketing signs of the Sponsor.

Sponsorship Rights: the bundle of rights associated with the Event granted to the Sponsor as set out in the Sponsorship Application

2. ELIGIBILITY OF SPONSORS

FIA has sole discretion to determine the eligibility of sponsors. FIA also reserves the right to determine the form, manner and content of sponsors’ marketing and advertising efforts for the Event. Only the company whose name appears in the Sponsorship Application may be used for sponsorship recognition during the Event.

3. SPONSORSHIP RECOGNITION

FIA shall provide sponsorship recognition at the Event to Sponsor based on the sponsorship status selected by Sponsor in the Sponsorship Application. FIA reserves the right to modify or re-assign sponsorship recognition locations at any time as necessary in its sole discretion.

4. GRANT OF RIGHTS AND RESERVATIONS

FIA grants and Sponsor accepts (a) the Sponsorship Rights and (b) a license to use the Event Marks during the Term, and in accordance with the terms and conditions set out in this Agreement.

All rights not expressly granted to the Sponsor under this Agreement are reserved to FIA. Sponsor acknowledges and agrees that FIA is the owner or controller of the Sponsorship Rights and of all rights in the Event Marks;

Sponsor grants and FIA accepts a worldwide, non-exclusive, royalty free, sub-licensable license to use the Sponsor’s Marks:

(a) during the Term for the delivery of the Sponsorship Rights;

(b) in perpetuity to promote and exploit the Event in any media whether now known or yet to be invented (including on a website or mobile-device application).

5. TERM

This Agreement shall take effect on and from the start date as designated in the Sponsorship Application and shall continue for a period set out in the Sponsorship Application after the Event.



SPONSOR GENERAL TERMS AND CONDITIONS

6. PAYMENT

Full payment of the sponsorship fee as set out in the Sponsorship Application ("Sponsorship Fee") is due thirty (30) days upon receipt of invoice or ninety (90) days before the event, whichever comes first. Payment is non-refundable, except as provided for in this Agreement.

7. OBLIGATIONS OF SPONSOR

Sponsor undertakes to FIA:

- (a) to submit to FIA for its prior written approval, not to be unreasonably withheld or delayed, pre-production samples of any advertising, promotional or other material or press release which associates the Sponsor with the Event, or which incorporates the Event Marks, before their distribution, production or sale;
- (b) to ensure that all materials promoted, published, distributed or sold and which are associated with the Event or which incorporate the Event Marks shall comply in all respects with the samples approved in accordance with clause 7(a) and to immediately withdraw them at its sole cost from circulation at the written request of FIA if they do not;
- (c) to ensure that all materials promoted, published, distributed or sold and which are associated with the Event or which incorporate the Event Marks shall be safe and fit for their intended use and shall comply with all applicable statutes, regulations, directives, codes and laws;
- (d) to provide to FIA, at the Sponsor's sole cost and expense, all suitable material including artwork of the Sponsor's Marks in a format and within print deadlines reasonably specified by FIA for it to be reproduced under the control of FIA for the fulfilment of the Sponsorship Rights;
- (e) not to apply for registration of any part of the Event Marks or anything confusingly similar to the Event Marks as a trade mark for any goods or services;
- (f) not to use the Event Marks or any part of them or anything confusingly similar to them in its trading or corporate name or otherwise, except as authorized under this Agreement;
- (g) not to do or permit anything to be done which might adversely affect, or diminish the value of, any of the Sponsorship Rights;
- (h) to use all reasonable endeavors to assist FIA in protecting the Event Marks and not to knowingly do, or cause or permit anything to be done, which may prejudice or harm or has the potential to prejudice or harm the Event Marks or FIA's title to the Event Marks or to the image of the Event or FIA;
- (i) to notify FIA of any known or suspected infringement of the Event Marks, but not to take any steps or action whatsoever in relation to that suspected infringement unless requested to do so by FIA;
- (j) not to schedule, host or conduct group functions, such as demonstrations, speeches or other activities, during event hours or at a time which would conflict with the Event.
- (k) to notify FIA of the identity of any nominated speaker at the Event and the title of any such speaker's presentation not later than 4 (four) weeks before the scheduled date of the Event.

Sponsor has no right to sub-license, assign or otherwise dispose of any of the Sponsorship Rights without FIA's prior written consent.

Sponsor shall not engage in joint promotions with any third party in relation to the Event without FIA's prior written consent.

8. OBLIGATIONS OF FIA

FIA shall procure the organization and staging of the Event at its sole cost and expense in accordance with the terms of this Agreement.

FIA shall use its reasonable endeavors to deliver or facilitate the delivery of each and all of the Sponsorship Rights to Sponsor.

FIA confirms that, whenever possible, it will ensure that the Sponsor's Marks will be present in accordance with the terms set out in the Sponsorship Application.

FIA encourages Sponsor to use social media to promote their participation in the Event and engage with attendees. Sponsor agrees to remove any social media or online posts relating to the event that in FIA's sole discretion do not conform to the purpose or character of the event or that disparage, misrepresent or otherwise harm FIA.

FIA shall have full discretion and authority over the placing, arrangement and appearance of Sponsor's Marks and may require the rearrangement, replacement or removal of any item. Sponsor may not display, or permit to be displayed in its assigned space, as applicable, any graphics or advertising materials that are not part of the Sponsor's Marks.

9. DATA PROTECTION

Each party shall comply with all applicable requirements of the Data Protection Legislation. This clause is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

FIA and Sponsor acknowledge that for the purposes of the Data Protection Legislation both parties are Data Controllers and subject to applicable requirements in the Data Protection Legislation.



SPONSOR GENERAL TERMS AND CONDITIONS

Sponsor agrees to all of FIA's privacy policies, as set forth in FIA's Privacy Statement (available on FIA's website at: <https://fia.org/fia-and-ifm-privacy-statement>).

10. LIMITATION OF LIABILITY

Neither FIA nor its officers, directors, employees or agents shall be liable to Sponsor (or its officers, directors, employees or agents) for any injury, loss or damage to property or person sustained by reason of Sponsor's participation in or presence at the event, unless such loss, damage or injury is caused by an act of FIA or its officers, directors, employees or agents which is willful, wanton or reckless. Notwithstanding the foregoing, in the event FIA or its officers, directors, employees or agents shall be found liable to Sponsor for loss, damage or injury sustained by reason of Sponsor's participation in or presence at the event, or otherwise arising under this Agreement, the amount of such liability shall in no event exceed the amount paid to FIA by Sponsor to participate in the event.

11. INDEMNIFICATION

Sponsor agrees to indemnify, hold harmless and defend FIA and its officers, directors, employees and agents (Indemnitees) from and against any and all claims, liability, responsibility, loss, damage, cost or expense of any kind whatsoever as they arise (including but not limited to court costs, interest, attorney's fees or consequential damages) which the Indemnitees may incur, suffer, be party to or be required to pay, incident to or arising directly or indirectly from any intentional or negligent act or omission; violation of any applicable ordinance, statute or law or breach of any term set forth herein by Sponsor or any of its employees, servants, agents or independent contractors, whether acting within or without the scope of their authority.

12. TERMINATION

Without prejudice to any rights that have accrued under this Agreement or any of its rights or remedies, either party may terminate this Agreement with immediate effect at any time by giving written notice to the other party if:

- (a) the other party fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than 10 days after being notified in writing to make payment;
- (b) the other party commits a material breach of any material term of this Agreement and (if that breach is remediable) fails to remedy that breach within a period of 10 days after being notified in writing to do so. However, this 10-day period will be reduced to three days if FIA calls upon the Sponsor to remedy the breach during, or within, the 10-day period before the scheduled date of the Event;
- (c) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts;
- (d) the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business.

Sponsor may terminate this Agreement on provision of not less than 14 days' written notice ("Notice") provided that it shall remain liable for accrued obligations to make payment of all or any part of the Sponsorship Fee due as at the date of expiry of the relevant Notice.

13. CONSEQUENCES OF TERMINATION

Following termination of this Agreement for whatever reason:

- (a) the Sponsorship Rights granted by FIA to Sponsor under this Agreement shall immediately terminate and revert to FIA, after which Sponsor shall not exercise the Sponsorship Rights or use or exploit (directly or indirectly) its previous connection with FIA or the Event;
- (b) each party shall promptly return to the other any property of the other within its possession or control;
- (c) each party shall pay to the other any sums that are outstanding and to be accounted for under this Agreement;
- (d) clauses which expressly or by implication have effect after termination shall continue in full force and effect, including Clause 1 ("Definitions"), Clause 10 ("Limitation of Liability"), Clause 13 ("Consequences of Termination") and Clause 18 ("Applicable Law and Jurisdiction").

If the Agreement is terminated under this provision, Sponsor shall not be entitled to receive a refund of any part of the Sponsorship Fee owed or previously paid prior to service of a Notice where FIA has not materially breached the terms of the Agreement.

14. FORCE MAJEURE AND RESCHEDULING OF EVENT

FIA shall not be liable to Sponsor for a cancellation or postponement of the Event either before or during the Event due to causes or factors beyond FIA's control that render holding the Event impossible or commercially impracticable ("Force Majeure Event"), including, without limitation, acts of God, fires, strikes, civic unrest, quarantines or public health crises, acts of war or intervention by any government authority. If a cancellation occurs for reasons other than a Force Majeure Event, FIA and Sponsor will work in good faith to attempt to reschedule the Event at a mutually agreeable new date and time, this rescheduled event to be subject to the same terms in this Agreement with accommodations for the new date and time. If the Event cannot be rescheduled to the satisfaction of both parties, then all amounts paid by Sponsor to FIA for the event will be returned.

15. INTELLECTUAL PROPERTY RIGHTS

FIA and Sponsor acknowledge as follows:

- (a) all rights in the Sponsor's Marks, including any goodwill associated with them, shall be the sole and exclusive property of Sponsor, and



SPONSOR GENERAL TERMS AND CONDITIONS

FIA shall not acquire any rights in the Sponsor's Marks, nor in any developments or variations of them;
(b) all rights in the FIA's Marks, including any goodwill associated with them, shall be the sole and exclusive property of FIA and Sponsor shall not acquire any rights in the FIA's Marks, including any developments or variations of them;

All Intellectual Property Rights in and to any materials produced for the Event, excluding the Sponsor's Marks, shall remain, or be assigned to become, the sole and exclusive property of FIA.

16. IPR INDEMNITIES AND LIMITATION OF LIABILITY

Sponsor shall indemnify and keep indemnified FIA from and against all claims, damages, losses, costs (including all reasonable legal costs), expenses, demands or liabilities arising out of any claim that the FIA's use of the Sponsor's Marks in accordance with this Agreement infringes any Intellectual Property Rights or moral rights of any third party.

FIA shall indemnify and keep indemnified Sponsor from and against all claims, damages, losses, costs (including all reasonable legal costs), expenses, demands or liabilities arising out of any claim that the Sponsors' use of the Event Marks in accordance with this Agreement infringes any Intellectual Property Rights or moral rights of any third party.

The party seeking to rely on an indemnity pursuant to the two paragraphs immediately above ("Indemnified Party") shall:

- (a) promptly and fully notify the other party ("Indemnifying Party") of any third-party claim in respect of which it wishes to rely on the indemnity ("IPR Claim");
- (b) allow the Indemnifying Party, at its own cost, to conduct all negotiations and proceedings and to settle the IPR Claim, always provided that the Indemnifying Party shall obtain the Indemnified Party's prior approval of any settlement terms, which is not to be unreasonably withheld;
- (c) provide the Indemnifying Party with any reasonable assistance regarding the IPR Claim as is required by the Indemnifying Party, subject to reimbursement by the Indemnifying Party of the Indemnified Party's costs so incurred; and
- (d) not, without prior consultation with the Indemnifying Party, make any admission relating to the IPR Claim or attempt to settle it, provided that the Indemnifying Party considers and defends any IPR Claim diligently and in a way that does not bring the reputation of the Indemnified Party into disrepute.

17. DISPUTE RESOLUTION

In the event of any claim or dispute arising under this Agreement, the parties shall first attempt in good faith to resolve the matter over a period of at least thirty-one (31) days before resorting to arbitration or litigation, which shall only be commenced after the giving of at least five (5) days' written notice of intent to file for arbitration or to bring suit. Should either party resort to arbitration or litigation, the parties agree that the venue shall be in Washington, D.C.

18. APPLICABLE LAW AND JURISDICTION

Sponsor agrees that the laws of the District of Columbia shall control construction and enforceability of this Agreement and hereby consents to jurisdiction of the District of Columbia and to local or federal courts within the District of Columbia with respect to any right of action arising under this Agreement.

19. ENFORCEMENT

The failure of FIA at any time to require performance, enforce any provision or to resort to any remedy provided under this Agreement shall in no way affect the right of FIA to require performance, enforce any provision, or resort to a remedy at any time thereafter, nor shall the waiver by FIA of a breach be deemed to be a waiver of any subsequent breach.

20. SEVERABILITY

If any term in this Agreement is to any extent invalid, illegal or incapable of being enforced, such term shall be excluded to the extent of such invalidity, illegality or unenforceability, and all other terms shall remain in full force and effect.

21. NOTICES

All notices required herein to be given to FIA shall be mailed to:

FIA - Office of the General Counsel
2001 Pennsylvania Ave. NW
Suite 600
Washington, D.C. 20006

22. NO PARTNERSHIP, JOINT VENTURE OR AGENCY RELATIONSHIP

This Agreement shall not constitute or be considered a partnership, joint venture or agency relationship between FIA and Sponsor.