Sponsorship Terms and Conditions

1. By submitting this application, Sponsor agrees to comply with these terms and conditions, the attached Sponsor Guidelines and any other reasonable rules implemented by IBM in connection with the IBM IoT Exchange 2019 Solution Center Sponsorship Package.

2. IBM reserves the right to refuse any application without explanation in its sole discretion.

3. Sponsor may not sublet, assign, or apportion any part of the space allotted, nor represent, advertise, or distribute literature for the products or services of any other firm or individual except as approved in writing by IBM.

4. Sponsor grants to IBM and its subsidiaries, contractors, agents and assigns a license to use, display, copy, and distribute Sponsor’s trademarks, and the information about Sponsor that Sponsor provides, on IBM's internal and external websites, IBM IoT Exchange 2019 materials and signage in order to promote Sponsor’s sponsorship of the IBM IoT Exchange 2019. IBM will make a good faith effort to follow any trademark guidelines provided by Sponsor.

5. IBM reserves the right to restrict exhibits which become objectionable or otherwise detract from or are out of keeping with the character of the Solution Center Exhibit areas as a whole as determined by IBM in its sole discretion.

6. Direct sales (the exchange of merchandise for money) are not permitted on the Solution Center Exhibit floors without written permission from IBM. Orders only may be taken for later fulfillment.

7. On behalf of Sponsors, IBM has designated Solution Center contractors to provide the following: drayage, labor, cartage, installation and dismantling, furniture, demonstration pedestals, minor decorations, signs, photographs, telephone services etc. Services of electricians, plumbers, carpenters, and other labor will be available and charged for at the then-prevailing rates. IBM assumes no responsibility or liability for any of the services performed or materials delivered by the foregoing persons, parties and organizations. Arrangements must be made between Sponsors and the official Solution Center contractors.

8. Any space provided to Sponsor, including, but not limited to, kiosks, exhibit space or conference rooms, is provided on an "as is" basis. Anyone visiting, viewing or otherwise participating in the space is deemed to be the invitee or licensee of Sponsor while so visiting, viewing or otherwise participating in the space, rather than the invitee or licensee of IBM. Sponsor shall return the space in as good condition as it was received, reasonable wear and tear excepted. Sponsor shall conduct itself in a decorous manner and comply with all requirements, rules or reasonable requests of IBM or the conference landlord with respect to its use of the space.

9. IBM reserves the right to restrict exhibits which become objectionable or otherwise detract from or are out of keeping with the character of the IBM IoT Exchange 2019 and conference. IBM may prohibit installation or request removal or discontinuance of any exhibit or promotion, which, if it continues, departs substantially from the design and description given advance approval. In the event of such restrictions or evictions, IBM is not liable for any refund of rental or other expenses.

10. No party shall be liable to the other party for incidental, indirect, consequential, special or punitive damages of any kind, including without limitation lost revenues or profits, whether such liability is asserted on the basis of contract, tort, or otherwise, even if the other party has been warned of the possibility of such loss or damage in advance. In no event will IBM’s liability for actual direct damages exceed the amount of fees actually paid by Sponsor to IBM as part of Sponsor’s sponsorship of the IBM IoT Exchange 2019. Marketing promotional items of nominal value may be distributed during the Event(s), provided, at IBM’s sole determination, that such marketing promotional items are consistent with the Event’s theme and IBM’s prior approval has been secured. Promotional items may not exceed a value of fifty dollars ($50 US). Distribution of promotional items may only occur within your assigned demonstration area and must not disrupt the flow of traffic in the Event(s). You agree that IBM may withdraw permission to distribute any marketing promotional items which do not meet the criteria of this section. LOTTERIES, SWEEPSTAKES, RAFFLES, CONTESTS, GAMES OF CHANCE OR DOOR PRIZES ARE NOT PERMITTED DURING THE EVENT AT ANY TIME. SOUVENIRS OR PROMOTIONAL ITEMS BEYOND NOMINAL VALUE MAY NOT BE DISTRIBUTED IN THE EVENT AT ANY TIME.

11. IBM may cancel any or all of the IBM IoT Exchange 2019 event at any time in IBM’s sole discretion. In the event of any such cancellation, IBM will use reasonable efforts to provide Solution Center Sponsors with prompt notice of cancellation. IBM’s sole liability and Sponsor’s sole remedy in the event of cancellation of any or all of the 2018 events shall be limited to return of the sponsorship fees paid by Sponsors. In no event shall IBM be responsible for airfare, hotel, or any other expenses incurred by Sponsors. If the Sponsor cancels less than sixty (60) days before the applicable IBM IoT Exchange 2019 event commences, Sponsor shall be liable for one-hundred percent of the total sponsorship fee.

12. Sponsor shall ensure their exhibit and display materials. Sponsor must carry a minimum of $500,000 Public Liability Insurance for bodily injury, $1,000,000 in any one accident, and $250,000 property damage. The sponsor shall obtain a waiver of subrogation releasing the carrier’s subrogation rights from any insurance carrier, which carries fire, explosion, or any other risk coverage insuring their property. IBM assumes no liability for any injury that may occur to visitors to the Exposition. Sponsor agrees not to make any claims against IBM, its employees or agents. Regarding marketing promotions, IBM’s liability will be limited to the loss of the promotion. This includes instances where IBM fails to execute their responsibilities.

13. Sponsor may not assign its sponsorship to any third party without the consent of the other party.

14. These terms and conditions, the Sponsor Guidelines and all other matters arising out or relating to Sponsor’s Solution Center Sponsorship shall be governed by the laws of the State of New York.

15. Any hardware provided to the Sponsor, including hand held scanners, or other computer equipment (but not limited to) is the responsibility of the Sponsor during the event.

16. Pricing, Descriptions or other information within this document may change without notice.

17. In the Solution Center and during presentations, vendors can only discuss, showcase and present on IBM related products. Any products in your portfolio that are in direct competition with IBM products cannot be shown, elaborated on, demonstrated or communicated in any way. This includes marketing collateral (brochures, visual aids, web content, product data sheets, white papers, presentations, etc.). Failure to abide by the above term and condition may result in removal of the vendor from the event with no refund.

18. IBM will notify registrants that their contact details may be shared with the Sponsor in order for the Sponsor to be able to continue on the interactions with said registrants that they had started during the event, but only if registrants allow the Sponsor to scan their badge. Sharing of data for the purpose described above should not in any case be considered as IBM securing the right for the Sponsor to use the data shared with them in their marketing activities. The Sponsor’s use of this data is governed by the Sponsor’s privacy policy. IBM will notify registrants that if they do not want their data to be shared, they should not allow their badges to be scanned.

19. The presentation scheduled must take place. My company (The Sponsor) understands that if we are unable to make this presentation, it is my company’s responsibility to find a suitable replacement to present the topic agreed upon. IBM will forfeit our presentation fee. This forum should be structured as an educational interchange. All sessions should provide or discuss application solutions, case studies, or functional overviews. It is the speaker’s responsibility to provide handouts for the attendees. IBM reserves the right to review all materials prior to accepting your presentation and placing it on the agenda. Attendance numbers are not guaranteed. The standard audio/visual supplied is an LCD projector and screen. Any additional or alternative requirements must be procured and paid for by the exhibitor/speaker.

20. The Sponsor shall comply with all fire laws, electrical codes and all other rules, regulations, codes or statutes with respect to the installation, conduct and disassembly of its exhibit. Sponsor shall comply with all reasonable requests of IBM and the conference site officials with respect to the installation, conduct and disassembly of the exhibit. Exhibit shall be conducted in a decorous manner in order to not be objectionable to other exhibitors, site management, the Conference, or the conference attendees. IBM and site management reserve the right to close, remove, or require changes in any exhibit or to remove any of the Sponsor’s personnel, agents, representatives, independent contractors, invitees or guests who are deemed detrimental to the overall Conference and Exposition, the conference site, other exhibitors, or conference attendees. While attendance goals may be discussed prior to the conference, no figure is guaranteed and there will be NO refunds due to numbers of enrolments. The license granted by this Contract is personal and may not be transferred without the consent of IBM. The premises are licensed on an “as is” basis and IBM will not be liable for pre-existing conditions of the premises or for conditions ensuing during the period of the License. The Sponsor shall return the premises in as good condition as they were received.