



**VIRTUAL SPONSOR
TERMS & CONDITIONS**

MARCH 26 - 28, 2021



VIRTUAL SPONSOR TERMS & CONDITIONS

Overview:

These Virtual Sponsor Terms & Conditions form part of, and are to be read in conjunction with, open the CAE Virtual Sponsor Agreement; both of which are referenced in the CAE Virtual Sponsor Brochure. By signing the CAE Virtual Sponsor Agreement, the signatory accepts these CAE Virtual Sponsor Terms & Conditions.

Definitions:

1. Organizer – the Canadian Association of Medical Aesthetics, together with its employees, agents, contractors, Directors and Officers;
2. Sponsor – Any entity, together with its employees, agents, contractors, Directors and Officers, which has signed a Virtual Sponsor Agreement, complied with the Virtual Sponsor Terms & Conditions and purchased a Package for the Expo, and “Sponsorship” means the act of a Sponsor in becoming a Sponsor;
3. Expo – the virtual Canadian Aesthetics Expo, as described in the CAE Virtual Sponsor Brochure, and also referred to as the “CAE”;
4. Contract – the signed documents between the Sponsor and Organizer, binding the Sponsor in relation to the Expo and consisting of: the Virtual Sponsor Agreement (the “Agreement”) and the Virtual Sponsor Terms & Conditions (the “Terms & Conditions”) and referencing the Virtual Sponsor Brochure (the “Brochure”). [NTD: Is anyone else besides a Sponsor signing the Agreement or agreeing to be bound by the Terms & Conditions?]
5. Opening Date – the date the Expo will open to Sponsors
6. Closing Date – date the Expo will close to Sponsors
7. Fees – monies to be paid to the Organizer by the Sponsor, including Sponsor Package fees and Exhibit Space rental payments, as detailed on the Brochure and the Agreement [NTD: Are there any other fees? Are any admission Fees relevant to the Contract?]
8. Exhibit Space – any Expo space allotted to the Sponsor, as part of a Package on the virtual platform created for the Expo by the Organizer [NTD: If there are no exhibitors, only sponsors, should this be changed to Sponsor Space? Or just Space, as before?]
9. Package – a specific Sponsor level program purchased by a Sponsor for the Expo, as described in the Brochure and consisting of one or more of four tiers: Platinum, Gold, Silver and Bronze.
10. Force Majeure - any circumstance arising that is not within the Organizer’s reasonable control; including, without limitation, governmental laws, regulations or actions, imposition of sanctions, embargos, military actions, acts of terrorism or war, civil commotion or riot, epidemics, pandemics, COVID-19, fires, acts of God, floods, droughts, earthquakes, natural disasters, royal demises, third party contractor/supplier failures, venue damage or cancellation, industrial disputes, interruption/failure of utility service or nuclear, chemical or biological contamination
11. Materials – all materials provided by a Sponsor to the Organizer in relation to a Package, including, without limitation, the Sponsor’s name, profile, description of products/services, logos, artwork and related copy
12. Deliverables – all Package contents as described in the Brochure

Sponsor Booking Packages:

1. The Contract will bind the Sponsor once the signed Agreement (together with these Terms & Conditions) has been signed, submitted and processed by the Organizer and the Fees have been fully paid. [NTD: As above, is anyone else besides a Sponsor signing the Agreement or agreeing to be bound by the Terms & Conditions?]
2. The Sponsor agrees to abide by these Terms & Conditions, as well as any other Expo rules or regulations adopted by the Organizer, acting reasonably, and agrees that the Organizer shall have the sole authority to adopt any such other rules or regulations deemed necessary by the Organizer, prior to, during, and after the Expo ("Rules or Regulations").
3. Organizer reserves the right to alter, relocate or change the Exhibit Space assigned to the Sponsor.
4. Sponsor shall provide the Organizer with all Materials within any deadlines specified by Organizer, and comply with the Organizer's specifications and technical requirements in relation to all Materials. If Sponsor does not comply, the Organizer reserves the right to refuse to print, distribute, post or otherwise make use of any or all of the Materials and all Fees in respect of the Sponsorship shall remain due and payable in full.
5. All Materials are subject to the approval of the Organizer; however, notwithstanding any such approval, the Sponsor shall have the sole responsibility and liability in respect of the uses of such Materials by the Organizer. The Organizer reserves the right to reject any Materials at any time after receipt. The Organizer shall use its reasonable efforts to provide the Sponsorship Package in the size, position and manner as specified in the Agreement [NTD: Is there a separate Booking Form?], but shall not be liable for any reasonable modifications.
6. All Materials must comply with the Contract and the Rules and Regulations. The Organizer has the right to remove any Materials that are deemed by the Organizer to be offensive, inappropriate, or non-compliant.
7. Although Organizer shall take reasonable care in the production of any Materials or Deliverable, the Organizer shall not be liable for any errors, omissions or misquotations that may occur. Without limitation to the foregoing, the Organizer cannot guarantee any exact color matches in the creation of Materials or Deliverables and any colors used in Materials or Deliverables are for graphic and textual guidance only.
8. Sponsor shall ensure that all Materials do not infringe on any third-party intellectual property rights, including moral rights.
9. Sponsor acknowledges and agrees that it is solely responsible for any liable for any costs, damages, and expenses or any other liability arising from the use of the Materials by the Organizer.
10. Sponsor hereby grants to Organizer a royalty-free, non-exclusive, worldwide license, together with the assignment of any necessary moral rights, to use the Materials and details regarding the Sponsor and the Sponsor's participation in the Expo in connection with the creation of any promotional resources relating to the Expo ("Promotional Resources").
11. Sponsor acknowledges and agrees that, in view of the time and cost required in preparing such Promotional Resources, in circumstances where this Contract is terminated, the Organizer may, at its discretion, continue to use the Promotional Resources, the Materials and the Sponsor's details after termination of this Contract, where the time and cost required to remove the same from any documentation relating to the Expo cannot reasonably be justified by the Organizer
12. If Sponsor is in breach of this Contract, Organizer reserves the right, without liability to the Organizer, to suspend or discontinue: the participation of the Sponsor in the Expo, the Sponsor's

use of the Package and the use of any Materials, and to refuse or withdraw the provision of any element of the Sponsorship. Further, the Organizer reserves the right to cancel this Contract, including termination of a Sponsorship and withholding possession of Exhibit Space, if the Sponsor fails to perform any material condition of this Contract, or refuses to abide by any Rules or Regulations, in which case the Sponsor shall forfeit as liquidation damages all Fees and any further occupancy of Exhibit Space.

Fees:

1. The Sponsor shall pay all Fees promptly.
2. The Organizer shall not be liable for any incorrect payment or transactions into any bank accounts other than the CAE bank account specified in the Agreement.
3. The Sponsor shall pay all applicable taxes as set by any Governmental body, including HST.
4. All Fees are net, to the Organizer, of any and all charges or taxes of any sort (e.g. currency conversion fees, transfer charges, withholding taxes, service/sales charges, etc); all of which shall be the sole responsibility of the Sponsor.

General Rules, Terms & Conditions:

1. Sponsor warrants and represents it has the right and authority to enter into this Contract and perform the obligations as set out in the Contract. The person signing or otherwise legally accepting this Contract on behalf of the Sponsor has the legal authority to do so.
2. Sponsor must not act in any manner which causes offence, annoyance, nuisance or inconvenience to the Organizer or any attendee of the Expo.
3. Sponsor shall cooperate, in good faith, with the Organizer in all matters relating to the Package, the Sponsorship and the Expo. Sponsor shall provide the Organizer with all information that may be reasonably requested in respect to the Package and the Sponsorship and shall ensure that all information provided to the Organizer is accurate.
4. Sponsor may only use the CAE logo to promote its participation at the Expo. The CAE logo may not be used in any way that is perceived as an endorsement by Canadian Aesthetics Expo or the CAMA of the Sponsor, its products, or any services the Sponsor provides.
5. Sponsor is solely responsible for obtaining any licenses, regulatory approvals, rights (including moral rights) or other necessary consents required for the Sponsor to participate in the Expo, including the display of any of the Sponsor's products, the delivery of any Sponsor services and the production or use of any Materials, in relation to the Sponsor's participation in the Expo.
6. Sponsor consents to its information (including, without limitation, its name, address, contact information, logo and profile) being used by the Organizer in relation to the Expo ("Consents"), including any Consents related to information published in any Expo guide, directory or Promotional Resources prepared in connection with the Expo, or displayed on the Expo website (the "Website"). Although the Organizer shall take reasonable care in any such publication or display of the Sponsor's information, the Organizer shall not be liable for any errors, omissions or misquotations that may occur.
7. Sponsor acknowledges and agrees that the Organizer shall be permitted to film, record (sound and video) and take photographs of the Expo and anything related to the Expo, which may include, without limitation, filming, sound recording and photography featuring the Sponsor, the Sponsorship, the Sponsor's Exhibit Space, the Package and the Sponsor's personnel (the "Content", and similarly,

the Sponsor's Exhibit Space, the Package and the Sponsor's personnel (the "Content", and similarly, the "Acquisition of Content"). Sponsor agrees to make its personnel aware of such Acquisition of Content and will instruct its personnel to cooperate with the Organizer in the Acquisition of Content. The Sponsor acknowledges and agrees that the Organizer is the sole and exclusive owner of all rights in the Content and hereby waives any and all rights in and to such Content, including moral rights, as well as any claims that the Sponsor may have relating to or arising from the Content, its use by the Organizer or the Acquisition of Content. Without limitation, the Organizer shall be permitted to use the Content anywhere in the World for promotional and other purposes, without any payment or compensation to the Sponsor. If any of the Sponsor's personnel have any objection to the use of their personal information in the Content, including their image, in the Acquisition of Content, the Supplier shall notify Organizer in writing within five (5) days of the end of the Expo; failing which the Sponsor and its personnel shall be deemed to consent to the use of their personal information in the Content.

8. All unauthorized filming, sound recording and photography of the Expo, and all unauthorized transmission of audio or visual material at the Expo, by the Sponsor, directly or indirectly, is expressly prohibited.
9. Organizer shall be responsible for the development and set-up of the Expo, the Expo Website and the virtual platform used in conjunction with the Expo (the "Platform"). The Organizer reserves the right, at any time, to make such alterations to the Expo, the Website or the Platform as Organizer, in its absolute discretion, considers to be in the best interests of the Expo.
10. Sponsor is solely responsible for the set-up of its Exhibit Space on the Platform (including, without limitation, branding and dressing), as well as any hardware, software and technical requirements necessary to enable the Sponsor to access the CAE website and to participate in the Expo through the Platform for the duration of the Expo.
11. Sponsor may not share the Exhibit Space with any third party.
12. The Sponsor shall be permitted to advertise on its own website the fact of its attendance and participation in the Expo, including, without limitation, providing a web link to the Expo's website; provided that Organizer may request at any time and for any reason that the Sponsor remove any such advertising and the Sponsor shall be required to comply with any such request promptly. The Sponsor is not permitted to establish a website specifically relating to the Expo, or otherwise promote or advertise its association with the Expo, the Organizer or the CAMA; except as expressly stated herein or with the prior written consent of the Organizer.
13. Sponsor's rights in relation to the Expo, its Sponsorship and the Package are strictly limited to those set out in this Contract.
14. The Organizer reserves the right to amend these Terms and Conditions, which shall be effective when provided to the Sponsor.

Changes to the Expo:

Notwithstanding any other provision of this Contract, the Organizer reserves the right, without liability to the Organizer, at any time and for any reason, to make reasonable changes to the Expo, including the format, content, hours and other features of the Expo (the "Changes"). If any Changes are made, this Contract shall continue to be binding on both parties, provided that the Package shall be amended as the Organizer considers necessary to take account of the Changes.

Change of Dates:

The Organizer reserves the right, at its sole discretion, to change the date or dates upon which the Expo is to be held, including the Opening Date, the Closing Date and the duration of the Expo, and shall not be liable, in damages or otherwise, by reason of any such change.

Force Majeur:

Organizer shall not be liable in damages or otherwise for failure to carry out the terms of this Contract, in whole or in part, where any such failure is caused, directly or indirectly, by, or in consequence of, events of Force Majeur.

In the event that the Exhibit Space to be used by the Sponsor should in any way be rendered unusable, the Sponsor shall pay for such Exhibit Space only for the period during which it was or could have been used by the Sponsor, as determined by the Organizer in its sole discretion.

Save for a Force Majeur event, a full or partial refund of the Fees may be made by the Organizer in the event that the Expo is not held as proposed by the Organizer.

Cancellation Policy

Upon signing the Agreement, a deposit of 40% is payable to the Organizer, as specified in the Agreement (the "Deposit"). The Deposit is non-refundable. All cancellations must be in writing no later than 45 days prior to the Expo. If full payment is made when the Agreement is signed, 60% of the full payment will be refunded to the Sponsor, or used as a credit for the following year's expo. If the Sponsor cancels the Contract on or after February 10, 2021, the Sponsor will be liable for 100% of the Fees, which the Organizer may collect as liquidated damages, and the Sponsor will forfeit all right or claims to the Package and the Exhibit Space, which the Organizer may allocate to other Expo participants.

I agree to the terms and conditions as described above.

SPONSOR NAME (print name) : _____

COMPANY: _____

SIGNATURE : _____

DATE: _____

(Your signature acknowledges you have read and accepted the conditions of this agreement)

CANADIAN ASSOCIATION OF MEDICAL AESTHETICS: _____

SIGNATURE: _____

DATE: _____