

SPONSOR TERMS AND CONDITIONS

Last revised: March 2017

The following terms and conditions relate to Sponsorship of The Mind, Body, & BUSINESS™ Conference conducted by PBCi, LLC. (the "Sponsee"). By registering for a Sponsor Package, you (the "Sponsor") signify your acceptance of and obligation to these terms and conditions.

General Terms and Conditions

All Sponsor Package Registrations are subject to Sponsee's approval and acceptance. Acceptance of the Sponsor Package Registration shall constitute an agreement to provide Sponsor promotional and event benefits as described in the Package description. The Sponsor, by registering for the Sponsor Package, acknowledges that he/she has read and understood all of the terms contained herein, and that this Sponsor Package Registration is subject to all such terms which are expressly made a part of this Registration. Cancellations or changes in the Sponsor Package Registration are accepted only in writing to the Sponsee, and must be received on or before the Advertising Closing Date for the applicable services and inclusion. Sponsors are responsible for submission of advertising copy and materials by material deadlines. Sponsee reserves the right to deny inclusion if materials are not submitted by deadlines. Payment for Sponsor Package is final and non-refundable.

Sponsor Benefits

The Sponsee agrees to grant the Sponsor all sponsorship rights, as listed and defined in the selected and paid for Sponsor Package Registration. It is agreed that the Sponsorship Period begins upon successful completion/payment of Sponsor Package Registration, and ends 30 days after the event date. The Sponsor agrees to provide: Basic Company Contact Information (i.e. Company Name, Address, Phone, Website, Email), Company Logo/Likeness, Company Description and/or Bio, and Advertising Creative corresponding to the size allotted for the paid Sponsor Package (for inclusion in The Mind, Body, & BUSINESS™ Conference Commemorative Book).

Event Marketing/Creatives

As a Sponsor of this event, you give authorization to the Company to use representation of your organization name, likeness, logo and associated language/images to use in promotional materials and media related solely to this event specifically. It is understood that use of said likeness, et al, may not be used by the Company without express permission after a period of 30 days after the event conclusion. Sponsor hereby grants Sponsee the right and license to use, reproduce, transmit and distribute all creative materials supplied by or on behalf of Sponsor, including without limitation, all text, graphics, illustrations and photographs (the "Creative"). Sponsor represents and warrants that (i) it has all the necessary rights in the Creative; (ii) the Creative does not violate any applicable law or regulation; and (iii) the Creative does not violate or infringe upon any third party right in any manner or contain any material or information that is defamatory, libelous, slanderous, that violates any person's right of publicity, privacy or personality or may otherwise result in any tort, injury, damage or harm to any person. Sponsor acknowledges that Sponsee is relying on the foregoing representations and warranties.

Indemnity Agreement

The Sponsor and advertising agency agree to indemnify and hold harmless Sponsee and any and all Sponsee's publishing clients with whom Sponsee may have contracted for any and all loss, expense or other liability (including attorney's fees) arising from any claim of libel, violation of privacy, plagiarism, copyright any advertised copy submitted, any advertised copy submitted, infringement, omission, incorrect information or placement and any other claim or suit that may arise out of the publication of printed or published. Sponsor and advertising agency also agree to indemnify and hold harmless Sponsee and any and all of Sponsee's publishing clients with whom Sponsee may have contracted from the loss of any artwork, materials, separations, negatives and other materials submitted to Sponsee for said advertisement or for raw materials submitted to Sponsee for production of advertisement, such as copy and photography, and any related expense or other liability (including attorney's fees). Venue for claims or collection actions arising from this agreement shall be Broward County, Florida.

Audio/Visual Rules and Release

By participating in the Mind, Body, & BUSINESS™ Conference, Sponsor understands that portions of the event's live events may be recorded in video and audio and/or captured in still and/or digital photographs by the Company. Sponsor agrees that the Company and its assigns have the right and permission to use such recordings and photographs should they include Sponsor's name, likeness, voice, biographical details, testimonial, or photograph for marketing, advertising or any other purpose in any media or format, online and/or offline, now or hereafter without further compensation, permission, or notification to the Sponsor. Sponsor understands and agrees that all recordings from the Company's events are the exclusive rights of the Company and Sponsor does not ask for or expect compensation for the use of recordings or photographs in which Sponsor appears or speaks. The Company owns all rights of any audio, video, and/or photograph captured during the Mind, Body, & BUSINESS™ Conference or at any of the Company's other live events.

Online Advertising

The Sponsee has no liability and Sponsor indemnifies Sponsee in relation to any failure of telecommunications services or systems which affect the receipt by Sponsee of an advertisement or the publication of a campaign.

Sponsee makes no representation or warranty in relation to the number of visitors to its websites or the number of impressions at any site except for any made expressly in writing by Sponsee.

If creative is received after expressed due date and results in a campaign being delayed, the publication of the advertisement will be considered to have commenced as of the date on the insertion order.

All click-through URLs must enable the browser's back feature to allow users to return to Sponsee's website.

Sponsee will not be held responsible for consequential costs or other damages due to loss or damage of digital ad materials.

Privacy Policy

By visiting our event site and participating in the Mind, Body, & BUSINESS™ Conference, Sponsors acknowledge and agree that they are subject to the Privacy Policy and Terms of Use of the promoter, which are listed at: mindbodybiz.pbcusa.com

Cancellation

Cancellation of any Sponsorship Package Registration can be made at the request of the Sponsor at any time, and must be received in writing. Sponsor Package Registrations cancelled at the request of the Sponsor after the advertising has commenced will result in Advertisement being removed from all online and print space that is not already in circulation, however the Sponsor will not be entitled to a refund.

Dispute Arbitration

In the event of a dispute arising that the parties themselves cannot resolve, the parties agree to refer the matter to an independent arbitrator appointed by mutual agreement.

If the parties cannot agree on an arbitrator, or both parties do not agree with the decision of the arbitrator appointed, the agreement may be terminated in the following manner:

If the breach is one that can be rectified, then the non-breaching party can request in writing that the breach be rectified in 14 days. If the breach is not rectified within that time, the non-breaching party may terminate the Agreement immediately;

If the breach is one that cannot be rectified, the non-breaching party may terminate the Agreement by giving 14 days written notice of their intention to terminate.

If either party goes into liquidation, is wound up, dissolved (except for the purpose of reconstruction or amalgamation), enters into a scheme of arrangement or is placed under official management or in receivership, the other party may terminate the Agreement by giving 14 days written notice of their intention to terminate under the clause.

In the event of a termination under this Agreement, each party's rights and liabilities will cease immediately but the termination shall not affect a party's rights arising out of a breach of this agreement by the other party.

Where one party is unable to carry out its obligations under this agreement due to circumstances beyond its control or which it could not have prevented, those obligations are suspended whilst those circumstances continue, provided the other party is notified and the first party uses its best endeavors to overcome the circumstances preventing its obligations from being carried out.

Each party shall indemnify the other against any claims arising from any breach of the agreement by either party.

The terms and conditions of this agreement shall not be disclosed to any third parties without the prior written consent of both parties.

The rights of either party under this agreement shall not be transferable or assignable either in whole or in part.

Review and Jurisdiction

These Terms will be governed by and construed in accordance with the laws of the State of Florida. Sponsor agrees that any dispute that arises out of or relates to these Terms, Conditions and Disclaimers will be resolved via legally binding arbitration in the State of Florida at a time and location convenient to the Company. If any of these Terms and Conditions are found unlawful, void, or for any reason unenforceable, then that provision will be considered severable from the remaining terms of use, and will not affect the validity and enforceability of the remaining provisions.

For Correspondence, contact

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