



## **NDIA FALL FORUM 26-27 October 2021 SPONSOR TERMS AND CONDITIONS**

### **NDIA FALL FORUM MANAGEMENT**

The virtual event is organized and managed by NDIA. Any matters covered or not covered herein are subject to the interpretation of NDIA, and all sponsors must abide by their decisions. NDIA shall have full power to interpret, amend, and enforce these terms and conditions, provided any amendments, when made, are brought to the notice of sponsors. Each sponsor, as an individual and on behalf all its Affiliates, and their respective employees who attend the event agrees to abide by the foregoing terms and conditions and by any amendments or additions thereto. Affiliate" means, with respect to a party, any entity that controls, is controlled by, or which is under common control with, such party, where "control" means ownership of at least fifty percent (50%) of the outstanding voting shares of the entity, or the contractual right to establish policy for, and manage the operations of, the entity.

### **PAYMENT FOR SPONSORSHIP**

Full payment is due when purchasing selected Sponsor Package.

### **CANCELLATION BY SPONSOR**

Refunds will only be considered if cancellation occurs more than 7 days prior to the event. In the event of cancellation by a Sponsor, NDIA shall retain 25% of the total sponsorship fee; if cancellation occurs 7 days or fewer from the date of event, NDIA shall retain 100% of the total sponsorship fee. NDIA must receive written notification of the cancellation by email to Registration or Fall Forum Event Coordinator

### **CONDUCT & PURPOSE OF SPONSORSHIP**

NDIA reserves the right to restrict activities that it deems inappropriate or unprofessional. All sponsor activities will be to serve the interest of the Fall Forum attendees and NDIA organization, and will be operated in a way that will not detract from the event as a whole. NDIA reserves the right to request the immediate withdrawal of any sponsor that NDIA believes to be injurious or inappropriate to the purpose of NDIA or the event.

### **ELIGIBILITY**

NDIA reserves the right to determine the eligibility of any company, product, or any other demonstration for inclusion in the virtual event.

### **RESALE/SUBLEASING OF SPONSORSHIP EXHIBIT SPACE**

Sponsors may not assign, sublease or otherwise share all or a portion of their exhibit space with any party.

### **HANDOUT MATERIALS, GIVE-AWAYS AND PRIZE DRAWINGS**

Promotional giveaways and sponsor contests are permitted. All materials and prizes must be appropriate and not injurious or inappropriate to the purpose of NDIA or the event. All hand-out materials are expected to be of a professional nature. NDIA reserves the right to disallow any material that it believes to be inappropriate.

### **COPYRIGHT LICENSING**

Sponsor is solely responsible for obtaining any required licenses to broadcast, perform, or display any copyrighted materials including but not limited to music, video and software. Sponsor shall indemnify and hold harmless NDIA against cost, expense, or liability which may be incident to, arise out of or be caused by Sponsor's failure to obtain requisite license.

### **TRADEMARKS**

NDIA will be held harmless for any trademark, trade name, copyright or patent infringement on any printed materials belonging to or distributed by Sponsor. Sponsor may not use NDIA's name or logo(s) without the written consent of NDIA.



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**LIMITATION OF LIABILITY**

The Sponsor is responsible for delivery and set-up of banners and materials for its exhibit space. Sponsor agrees to make no claim for any reason whatsoever against NDIA, its employees, agents, or representatives.

**INDEMNIFICATION**

The Sponsor shall defend, indemnify and hold NDIA harmless from and against all costs, claims, demands, proceedings, liability, losses and expenses (including reasonable legal fees) whatsoever made against or incurred by NDIA as a result of, related to or arising in connection with (i) a breach of these Terms by Sponsor, and/or (ii) any acts or defaults of Sponsor, its employees or agents in connection with the Event and/or (iii) any claim brought against NDIA that the content or any services or software supplied by Sponsor infringe, violate, or trespass or constitute the unauthorized use or misappropriation of any intellectual property of any third party.

**AGREEMENT TO TERMS AND CONDITIONS**

Sponsor, its personnel, employees, agents or representatives, agrees to abide by the foregoing terms and conditions and by any amendments that may be put into effect by NDIA.

**AMENDMENTS**

Any matters not specifically covered by the preceding terms and conditions shall be subject solely to the decision of NDIA. NDIA may, at any time, amend or add to these terms and conditions, and all amendments made shall be binding on sponsor equally with the foregoing terms and conditions.

**VIOLATIONS**

NDIA may at its discretion take away all or part of future sponsorship privileges for violations of the Sponsorship terms and conditions; in addition, violation by the sponsor or their employees or agents shall at the option of NDIA forfeit the sponsor’s right to participate in the event and such sponsor shall forfeit to NDIA all monies paid or due. Upon evidence of violation, NDIA may cancel the space purchased by the sponsor.

**SEVERABILITY**

All agreements and covenants contained herein are severable, and in the event any of them shall be held to be invalid by any competent court, this agreement shall be interpreted as if such valid agreements or covenants were not contained herein.

**National Defense Industrial Association**

**Sponsor**

<b>Signature:</b>  <small>Signature</small>	<b>Signature: Payment of Sponsor Package Reflects Acceptance of all Terms and Conditions Regardless of Signature hereto.</b>
<b>Name: Tammy Sanchez</b>	<b>Name</b>
<b>Title: NDIA Fall Forum Chair</b>	<b>Title:</b>
<b>Phone: 858-245-5434</b>	<b>Phone:</b>
<b>Email: tamsanch@cisco.com</b>	<b>Email:</b>