Comexposium USA.
5455 Wilshire Blvd., Suite 1150, Los Angeles, CA 90036

iMedia Brand Summit
February 12-14, 2018
Hyatt Regency Coconut Point Resort and Spa
Bonita Springs, Florida, FL

Sponsor / Networker Terms & Conditions

Cancellation policy: Due to the necessity for advance planning, printing and publicity, Sponsorship commitments are generally not cancelable. In Special circumstances, iMedia may, in its sole discretion, consider partial refunds, provided it is able to find a replacement Sponsor willing to take over the Sponsorship for that individual committed event. No cancellation or refund will be considered without a minimum of Twelve (12) week notice before the date of the affected iMedia Summit event. Refunds or credits against obligations under the Sponsorship Agreement will only be made if iMedia is able, through commercially reasonable efforts to find a replacement Sponsor which is acceptable to iMedia, in its sole discretion. Refunds or credits against obligations will be limited to the 90% of the amount of the replacement sponsors payment, less the difference between that payment and the undiscounted cost of a full sponsorship for the iMedia event in question. In the event that iMedia agrees make a refund to a Sponsor making a timely request to cancel its participation in a specific iMedia Summit event, this will in no way release or vitiate any other, further, or future sponsorship obligations that may exist between the parties. It is understood and agreed that between the parties, iMedia have no obligation to grant a refund or credit and shall bear no liability whatsoever in the event that iMedia does not agree to a refund or credit, or does not find or accept any specific replacement sponsor.

Support by iMedia: iMedia will coordinate with Sponsor as to the schedule of events at each iMedia Summit and provide both pre-event and onsite support for Sponsors in order to assist them to maximize the value of their participation. iMedia reserves the right to create the Master Schedule, however it will provide reasonable advance notice of date and times for the sponsor's closed door breakfast sessions and other scheduled events, and will use commercially reasonable efforts to work with each sponsor to resolve any scheduling issues.

Other Sponsor Obligations: Sponsor will be responsible for the scheduling of its Company attendees and for all additional costs associated with such attendance, including travel, lodging and expenses and any additional passes to the event beyond the Full Summit passes to Event provided by iMedia listed above as part of this Sponsorship agreement.

Other iMedia Obligations: iMedia will prepare an event calendar for each event that will include, in addition to the closed door breakfast session, additional opportunities for personal communication and networking, as well as a program of Content and Presentations, open to all attendees, that it deems relevant to the Interactive Advertising and Media industry. iMedia may also provide certain meals, refreshments and event related transportation in connection with scheduled events for each iMedia Summit. iMedia will publicize the events in its own media and/or third party media and will solicit additional attendees for the scheduled public sessions.

Relationship of Parties: Nothing in this Agreement shall be construed as constituting a partnership between Sponsor and iMedia. Both Sponsor and iMedia will retain all rights to any logos, trademarks and service marks of their respective organizations although Sponsor and iMedia both expressly consent to the use and display of such marks, individually and in connection and juxtaposition with each other and the marks of other Sponsors, in connection with the promotion of the events, post-event publicity or follow-up activities and of course, with respect to the Events themselves. Neither party shall represent that it has any right or authority to bind the other, or create any obligations, express or implied, except as expressly provided in this Agreement.

Disclaimer of Warranties; Limitation of Liability: iMedia disclaims all warranties express or implied, except those warranties and representations expressly made in this Agreement. iMedia shall not be in breach of this agreement in the event it is unable to perform its obligations under this Agreement as a result of natural disaster, war, emergency conditions, labor strife, the failure or substantial failure of the Internet, the destruction or uninhabitability of any event venue or other reasons or conditions beyond its reasonable control. In no event shall iMedia be liable to any person or entity for any consequential or incidental damages for loss of business, profits or loss of business information or any other loss or claim whatsoever, arising out of Sponsor's participation in the iMedia Summit series

Confidentiality: Parties agree that they will maintain in confidence the terms and conditions of this Agreement, as well as any other Confidential information that identified and communicated as such by one party to the other at the time of disclosure. The party receiving such confidential information agrees not to use or disclose or apply such information, except in performance of the terms of this Agreement. Such obligations shall not apply to information that becomes part of the public domain through no fault of the receiving party.

Non-Assignability: Sponsors rights and obligations under this Agreement may not be transferred or assigned directly or indirectly without the prior written consent of iMedia.

Waiver: Failure of either party to enforce any of its rights under any of the provisions of this Agreement shall not constitute a waiver of the provisions or of the right of the parties to enforce each and every other provision of this Agreement.

Miscellaneous: This Agreement shall be governed by the laws of the State of California. All notices under this Agreement shall be in writing and sent to the parties at the address first stated above. A notice shall be deemed given on the date it was sent. This Agreement constitutes the entire agreement of the parties and supersedes all prior negotiations, agreements and representations. This Agreement shall not be modified except by a writing signed by both parties.