



## Sponsorship Contract September 12-15, 2010, EPIC Hotel, Miami, FL

Please complete all sections of this form and return the contract with your deposit or full payment. We, the undersigned, hereinafter referred to as Partner or Sponsor, do hereby submit our contract for the reservation of a partnership or sponsorship at the M&C INTERact 2010 Show, subject to all terms, conditions and regulations governing the show and its production.

**Please print or type clearly (The information, as it appears below, will be printed in the sponsor/partner list that is distributed at the show.)**

Company/Organization \_\_\_\_\_

Name of person attending the show \_\_\_\_\_ Title \_\_\_\_\_

Mailing Address \_\_\_\_\_

City/State/ZIP \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Email Address \_\_\_\_\_ Website \_\_\_\_\_

If someone in addition to the sponsor attendee should also receive communications regarding the show, please provide their information below. This information will not be printed in the sponsor list.

Name and title of contact person \_\_\_\_\_

Company/Organization \_\_\_\_\_

Mailing Address \_\_\_\_\_ City/State/ZIP \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Email Address \_\_\_\_\_

**We wish to purchase the following partnership or sponsorship:**

**Platinum Partner: \$30,000 (includes INTERact sponsorship)**  
 Reception/Dinner partner (2 available)  
 General session/webcast partner (1 available)

**Gold Partner: \$25,000 (includes INTERact sponsorship)**  
 Luncheon partner (2 available)  
 Registration partner (1 available)

**Silver Partner: \$20,000 (includes INTERact sponsorship)**  
 Internet café/appointment kiosk (1 available)  
 Break station (2 days)  
 Ground transportation (airport and offsite event transfers)  
 (1 available)

**INTERact Sponsorship: \$10,000**  
 One sponsor attendee, appointment table, electricity, prescheduled one-on-one appointments, online appointment scheduler, online conference platform, all meal functions and events\*  
\*sponsor and partner attendees responsible for their own transportation and accommodations (at preferred rate)

Wireless internet or other A/V requirements are available at additional cost. All sales materials will be limited to appointment table only. No displays, banner or booth decorations of any kind are permitted for the hosted buyer appointment tables.

**Fees and Remittance**

50% deposit is required with this fully executed and signed sponsorship contract. Partnerships and sponsorships are limited and are sold on a first come, first serve basis according based on date that signed contract and deposit payment is received. Final payment is due no later than July 2nd, 2010. Full payment must accompany contracts submitted after July 2, 2010. Credit card and check payments are accepted. Please make checks payable to the following:

**Northstar Travel Media, LLC.**, Attn: Kirk Lewis, 100 Lighting Way, 2nd Floor, Secaucus, NJ 07094

To arrange for secure credit card payments call Kirk Lewis at 201-902-1952 or email [klewis@mcmag.com](mailto:klewis@mcmag.com)

**Agreement /Cancellation/Terms and Conditions**

By signing this contract, the person designated below confirms their authority to execute this contract and payments in full. Included with this signed contract is our 50% deposit for partnership or sponsorship indicated above. Once contract and deposit payment is received, no cancellations will be permitted due to limited sponsorship space being taken out of inventory. Signature below indicates acknowledgement of agreement, cancellation policy and acceptance of attached terms/conditions. All prices are net and not subject to advertising agency commissions.

Print Name \_\_\_\_\_ Title \_\_\_\_\_ Company \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

## Meetings and Conventions (M&C) Northstar Travel Media LLC

### TERMS AND CONDITIONS

The following standard terms and conditions are agreed to by Northstar Travel Media LLC ("Northstar") and the Partner or Sponsor (if any), one of whose signature appears on the Sponsorship Contract ("Partner/Sponsor"), with respect to participation in M&C INTERact (the "event") and M&C INTERact 24/7 Online Conference Platform (the "Promotion") undertaken by Northstar pursuant to the Sponsorship Contract.

1. Representations and Warranties. Partner/Sponsor represents and warrants that it is fully authorized and/or licensed to represent claims made at the Event and publish the entire contents and subject matter contained in the Promotion, including without limitation (i) the names, portraits and/or pictures of any persons living or dead, (ii) any copyrighted material, trademarks and/or depictions of trademarked goods and services, and (iii) any testimonials or endorsements contained in any information or art submitted to Northstar as part of the Promotion. Partner/Sponsor also represents and warrants that the entire claims made at the Events and contents of the Promotion are accurate and complete and are not misleading.

2. Limitation of Liability. Northstar shall not be liable for, and Partner/Sponsor hereby releases Northstar from, all liability in connection with (i) errors in map location indicators, telephone/telex/facsimile/e-mail numbers or changes in a Promotion's text and rates required by an Partner or Sponsor, (ii) any loss, claim, damage, liability cost or expense (including consequential damages) as a result either of the failure of Promotion(s) to appear or of the appearance of any errors in the Promotion as published or the inclusion of any Promotion in any release and (iii) any delays in delivery and/or non-delivery of a Promotion by or on behalf of Northstar due to an act of God, action by any government or quasi-governmental entity, fire, flood, accident, insurrection, riot, explosion, terrorism, embargo, strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow down or any condition beyond the control of Northstar affecting production or delivery of the Event or the Promotion in any manner.

3. Indemnification. Partner/Sponsor agrees to indemnify and save harmless Northstar and its owners, employees, officers, directors and agents against all loss, liability damage and expense of any nature (including reasonable attorneys' fees) arising out of the copying, printing, or publishing in print or online of the Promotion or inclusion of any the Promotion in the publication(s) or website(s) specified and resulting from (i) any claims or suits against any one of them, including without limitation, claims or suits for libel, violation of rights of privacy and publicity, unfair competition, intentional or negligent infliction of emotional distress and copyright and/or trademark infringement, (ii) violation of applicable federal, state or local laws or regulations or (iii) the inaccuracy, incompleteness or misleading nature of the Promotion supplied by Partner/Sponsor.

4. Content of Promotions. Contents of all Promotions are subject to Northstar's approval. Northstar reserves the right to reject any promotion or sponsorship contract at any time if Northstar deems the promotion to be unacceptable.

5. Positioning. Positioning of Event partnership and sponsorship locations and online positioning of Promotions is at the discretion of Northstar except when an arrangement for a specific preferred position is acknowledged by Northstar in writing.

#### 6. Rates.

a. Rates for partnerships and sponsorships based on participation in the Event and Promotion, are set forth on the Sponsorship Contract and are guaranteed only for the contract period. Rates appearing on the Sponsorship Contract are net are not subject to advertising agency commissions.

b. Rates are subject to change on notice from Northstar. However, contract may be cancelled at the time the change in rate becomes effective. Cancellation of partnership or sponsorship for any other reason is subject to cancellation policy stated on the Sponsorship Contract and will result in forfeiture of participation in the Event and the Promotion without refund of any monies paid.

c. The Promotion requires Partner/Sponsor to provide Northstar with certain photos, video, logos, images, text and other required materials by stated deadlines. Failure to provide Northstar the required materials by deadlines will result in the Promotion for that Partner/Sponsor to be forfeited. No refunds will be made by Northstar for forfeited promotions due to Partner/Sponsor non-compliance with deadlines as outlined in the Production Requirements and Schedule.

7. Payment. The INTERact Event and Promotion require pre-payment in full by required dates as specified on the Sponsorship Contract. If the Partner/Sponsor uses an advertising agency to execute the Sponsorship Contract and/or to make payment on behalf of the Partner/Sponsor, both the advertising agency and the Partner/Sponsor shall be jointly and severally liable for all amounts due and payable to Northstar for the partnership or sponsorship ordered. All partnerships or sponsorships must be paid in full by the deadline specified on the Sponsorship Contract.

8. Productions Requirements. Materials not received by Northstar's production department by deadline cannot be quality checked and will not be entitled to approval or revision by Partner/Sponsor. Northstar may exercise the right to publish existing material to fulfill Promotion if new material is not received by deadline. No material extensions will be granted unless expressly granted in writing by Northstar. Other production requirements for Promotions are set forth on the Production Requirements and Schedule.

9. Use of Promotions Materials. Partner/Sponsor agrees to allow Northstar to use the Partner/Sponsor's materials for promotion including, but without limitation, digital versions, activities such as display at, hotels, convention centers and industry events; illustration in sales materials and brochures relating to the publication(s) specified; and use in public relation activities, etc.

10. Compliance With Law. Partner/Sponsor shall ensure that all Promotions comply with all applicable federal, state and local laws and regulations.

#### 11. Miscellaneous

a. The general terms and conditions contained herein shall be binding on Northstar and Partner/Sponsor. Northstar shall not be bound by conditions printed or appearing on order blanks or copy instructions submitted by or on behalf of the Partner/Sponsor and shall be governed by and construed in accordance with the laws of the State of New Jersey.

b. Northstar shall have the right, upon reasonable written notice, to terminate this Agreement, in the event of material breach of the Agreement by Partner/Sponsor.

c. Partner or Sponsor may not assign any of its rights or obligations hereunder, other than to a purchase of all or substantially all of the assets of Partner or Sponsor who agrees in writing to be bound by all of the terms and conditions of this Agreement, and who agrees to assume all of Partner or Sponsor's liability hereunder. Any other purported assignment by Partner or Sponsor shall be null and void and of no effect.

d. Partner/Sponsor hereby grants Northstar a perpetual worldwide right and license to use, display, publish, distribute, digitize, copy, perform, license, sublicense, transfer, make available or transmit any photographs provided by Partner/Sponsor hereunder, insofar as such photographs shall have been provided without inclusion of advertising copy or similar non-photographic materials, in any media or format not known or hereafter devised, in connection with the Northstar Travel Media, LLC database of travel-related information.