

IB Global Conference New Orleans 2019

Terms & Conditions

1. General Provisions

- (i) The IBO reserves the right to refuse to rent exhibit space or deny sponsorship to any applicant whose product or service is not consistent with the International Baccalaureate Organization's (the "IBO") mission and/or is deemed to be contrary to the best interests of the organisation.
- (ii) The IBO acceptance of a sponsor does not indicate an endorsement by the IBO of the sponsor or advertiser or any of its programs, products, or services.
- (iii) Sponsors will maintain their exhibition table(s) during all hours the exhibition hall is open.
- (iv) Sponsors are responsible for shipping, transportation, lodging, and non-conference meals and expenses for all members of their staff.
- (v) Sponsors will be responsible for any additional internet (i.e. hard wire lines), electrical not included by IBO (there are regional variances), technical, equipment or audio visual needs as well as venue material handling charges.
- (vi) Sponsor shall take all reasonable care in its use of the conference venue's premises for purposes of the Sponsorship and in the performance of its obligations hereunder, and shall not, and shall ensure that none of its employees, agents or contractors, do or omit to do anything which may cause any loss or damage to the conference venue or the IBO. Sponsor shall comply with all requirements, instructions or directions given by IBO or the conference venue in relation to access to and the use of the conference venue.
- (vii) Exhibit tables are 6 feet long x 30 inches wide. Exhibit booth backdrops should not exceed 7 feet in width. The IB has the right to require vendors to adjust their setup if their booth impedes upon another exhibitor or interrupts the flow of the conference attendees.

2. Indemnification

- (i) The Sponsor and IBO shall indemnify, defend, and hold harmless each other, together with each other's officers, directors, employees, agents or contractors (collectively "the indemnitees"), from and against any and all claims, demands, actions, judgments, costs, and expenses, including costs of defense thereof, (collectively "Claims") incurred by any of the indemnitees caused by or arising from the breach of any provision of these terms and conditions by, and the negligence, gross negligence, or intentional misconduct (as applicable) of, the Sponsor or IBO or their respective indemnities; provided, however, that neither party shall have any obligation to indemnify the other party or their indemnitees for that portion of any Claim arising out of the negligence, gross negligence, intentional misconduct or breach of these terms and conditions by such other party or its indemnitees.
- (ii) Exhibitor Responsibility Clause: To the fullest extent permitted by law, the person/legal entity described as "Exhibitor" in this clause and in this exhibitor contract (regardless whether such person/legal entity is also described as "Exhibitor" in this contract) hereby assumes full responsibility and agrees to indemnify, defend and hold harmless Hilton New Orleans Riverside

("Hotel"), Hotel's owner International Rivercenter Lessee, LLC, Hilton Domestic Operating Company Inc., and each of their respective owners, managers, subsidiaries, affiliates, employees and agents (collectively, "Hotel Parties"), as well as International Baccalaureate Organization IBO("Group"), from and against any and all claims or expenses arising out of Exhibitor's use of the Hotel's exhibition premises. Exhibitor agrees to obtain and maintain during the use of the exhibition premises, Comprehensive General Liability Insurance, including contractual liability covering the Exhibitor's indemnity obligations in this clause. Such insurance shall be in the amount of not less than \$1,000,000 combined single limit for personal injury and property damage. The Hotel Parties and Group shall be named as additional insureds on such policy, and Exhibitor shall supply the Hotel with a Certificate of Insurance at least 30 days prior to the use of the exhibition premises. The Exhibitor understands that neither the Group nor the Hotel Parties maintain insurance covering the Exhibitor's property and it is the sole responsibility of the Exhibitor to obtain such insurance.

(iii) Certificate of Insurance, prepared as instructed above, along with any inquiries shall be shared directly with Jeanna Baldwin, Assistant Director of Catering and Event Management at the Hilton New Orleans Riverside, via email: Jeanna.baldwin@hilton.com.

3. Force Majeure

Performance of these terms and conditions by either party is subject to termination without liability, penalty or any liquidated damages that may otherwise be provided for under these terms and conditions, upon the occurrence of any circumstance beyond the control of either party, such as acts of God, war, civil disturbances, government regulation and changes in applicable laws, disaster, strikes (except those involving the employees or agents of the party seeking to invoke this section), terrorism or threats of terrorism, outbreak of disease or illness in the host city, curtailment of transportation facilities preventing or other similar causes making it illegal or impossible to hold the meeting, provide the facility, or perform obligations sets forth in these terms and conditions. The ability to terminate this agreement pursuant to this section is conditioned upon delivery of written notice to the other parties setting forth the basis for such termination as soon as reasonably practical, but in no event later than 10 days after learning of such basis.

4. Insurance

The Sponsor will maintain insurance against all types of public, general liability, with personal injury and property damage coverage, with limits not less than USD\$500,000 per occurrence, subject to conference venue requirements which may be higher, or such higher amounts as are commercially reasonable for its business and the type of services provided herein, in the country where the event takes place and shall provide certificates of insurance of such coverage to the IBO upon written request from the IBO. The Sponsor understands that the IBO does not maintain insurance covering the Sponsor's property and it is the sole responsibility of the Sponsor to obtain such insurance.

5. Compliance with Laws

Each party hereby represents and warrants that it shall comply with all laws, rules, orders and regulations applicable to the operation of its respective business and performance under these terms and conditions.

6. Confidentiality

The Sponsor shall treat as confidential all information and/or data of a confidential nature or purposes (whether marked "confidential" or not) that it receives from the IBO and which concerns the IBO's business, operations, schools, students, or customers, or is personal data or personal information about guests, and all information or data derived from the foregoing types of information. The Sponsor shall

treat the IBO's confidential information with at least the same level of protection as it accords to its own confidential information, and in no event, to directly or indirectly share, disclose or reveal the IBO's confidential information with any third parties, or make it generally publicly available without the IBO's prior written consent, except as may be required by local laws. The Sponsor agrees to keep the IBO's confidential information in a secure environment and that access will be restricted to employees, contractors and agents who have a need to know.

7. Intellectual Property

No exchange of intellectual property rights is implied by these terms and conditions. The intellectual property rights of each party will remain the intellectual property rights of that party and neither party will have the right to use the other party's intellectual property rights, including trade-marks, logos or names in any promotional materials or otherwise, without the prior written consent of that party.

8. Privacy of Personal Information

The Sponsor will protect and use personal data and personal information about guests that the Sponsor receives in connection with its performance of these terms and conditions, whether from the IBO directly or from guests when they interact directly with the Sponsor, in accordance with all applicable data protection and privacy laws, including any local laws relating to marketing, advertising, and other uses of guest data that may be collected directly by the Sponsor. For the avoidance of doubt, any personal data or personal information of participants transferred, shared or disclosed by the IBO to the Sponsor, shall be considered confidential information and shall not be used by the Sponsor, directly or indirectly, for any direct marketing, email campaigns, data mining or other purposes or shared, sold or otherwise provided to any third parties. Without limiting the generality of the foregoing, the Sponsor, with respect to personal data and information processed pursuant to these terms and conditions, represents and warrants to the IBO that it

- (i) will comply with all instructions provided by the IBO;
- (ii) will only process the personal data and information as necessary for the purpose of these terms and conditions;
- (iii) has taken, and will take, appropriate technical, organizational and security measures to protect the personal data against unauthorized or unlawful processing and against accidental loss, damage, or disclosure;
- (iv) will obtain the IBO's written consent before transferring the personal data or information either to another country or to another party;
- (v) shall only transfer, share, disclose or otherwise transmit personal data and information to the IBO in accordance with applicable data protection and privacy law and without violating or infringing the data protection or privacy rights of any third party (including any required notices or consents, in particular with respect to international onward transfers of personal data in light of the IBO being a global organization); and
- (vi) shall permit the IBO to audit its compliance with this section upon reasonable notice and shall notify the IBO of any security incidents with respect to personal data or information processed pursuant to these terms and conditions.

9. Governing Law; Dispute Resolution

- (i) These terms and conditions and the respective rights and obligations of the parties shall be governed by and construed in accordance with the laws of Switzerland without reference to its conflict of laws or similar provisions that would mandate or permit application of the substantive law of any other jurisdiction.

- (ii) In the event of a dispute arising out of or relating to any matter under these terms and conditions, the dispute shall be referred to a director of the IBO and the Sponsor, who will attempt to resolve the dispute within 10 business days of such referral date. If such directors are unable to resolve the dispute within such 10 business day period, then either party may immediately seek to have the dispute finally settled in accordance with the provisions of subsection (iii) of this section.
- (iii) Any dispute, controversy or claim arising out of, or in relation to, these terms and conditions, including the validity, invalidity, breach, or termination thereof, shall be resolved by arbitration in accordance with the Swiss Rules of International Arbitration of the Swiss Chambers' Arbitration Institution in force on the date on which the Notice of Arbitration is submitted in accordance with these Rules. The number of arbitrators shall be one, the seat of the arbitration shall be Geneva, and the arbitral proceedings shall be conducted in English. The parties hereby agree to use information technology systems and electronic communications to the extent permitted in conducting any arbitral proceedings.
- (iv) Notwithstanding subsection (iii) of this section, the IBO may seek injunctive relief with respect to a violation of intellectual property rights or confidentiality obligations in any applicable jurisdiction.