



IB GLOBAL CONFERENCES

Yokohama, Japan • Orlando, USA • The Hague, The Netherlands

Exhibitor and Sponsors Terms and Conditions

Exhibitors and sponsors must agree to all terms and conditions:

- › Additional exhibitors will have to pay a full registration fee.
- › 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's mission and/or is deemed to be contrary to the best interests of the organization.
- › IBO acceptance of a sponsor, exhibitor, or advertiser does not indicate an endorsement by IBO of the sponsor, exhibitor, or advertiser or any of its programs, products, or services.
- › Exhibitors will maintain their exhibition table(s) during all hours the exhibition hall is open.
- › Exhibitors are responsible for transportation, lodging, and non-conference meals and expenses for all members of their staff.
- › Exhibitors will be responsible for any electrical, additional internet (one internet connection per exhibit table registration is already included), audio visual needs as well as hotel material handling charges.
- › The Sponsor/Exhibitor assumes responsibility and agrees to indemnify and defend International Baccalaureate Organization and the IB conference venue locations and their respective owners, managers, subsidiaries, affiliates, employees and agents against actual liability arising from the Sponsor/Exhibitor breach of its obligations under these terms and conditions. The Sponsor/Exhibitor understands that neither the International Baccalaureate Organization nor the IB conference venue locations maintain insurance covering the Sponsor/Exhibitor property and is the sole responsibility of the Sponsor/Exhibitor to obtain such insurance.
- › The exhibitor assumes the entire responsibility and liability for losses, damages, and claims arising out of exhibitor's activities on the Hotel premises and will indemnify, defend, and hold harmless the Hotel, its owner, and its management company, as well as their respective agents, servants, and employees from any and all such losses, damages, and claims.
- › Indemnification. The exhibitor shall indemnify, defend, and hold harmless the IB, its officers, directors, employees, agents or contractors and each of them (collectively "the indemnitees"), from and against any and all claims, demands, actions, judgments, costs, and expenses, including costs of defense thereof, incurred by any of the indemnitees caused by or arising from the breach of any provision of these terms and conditions, negligence, gross negligence, or intentional misconduct of the exhibitor, its officers, directors, employees, agents, or contractors.

› 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 unreasonably delaying at least 25% of event attendees and guests from appearing, 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.

› Insurance. The exhibitor 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, 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 IB upon written request from the IB. The exhibitor understands that the IB does not maintain insurance covering the exhibitor's property and it is the sole responsibility of the exhibitor to obtain such insurance.

› 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.

› Confidentiality. The exhibitor 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 IB and which concerns the IB'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 exhibitor shall treat the IB'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 IB's confidential information with any third parties, or make it generally publicly available without the IB's prior written consent, except as may be required by local laws. The exhibitor agrees to keep the IB's confidential information in a secure environment and that access will be restricted to employees, contractors and agents who have a need to know.

› 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.

› Privacy of Personal Information. The exhibitor will protect and use personal data and personal information about guests that the exhibitor receives in connection with its performance of these terms and conditions, whether from the IB directly or from guests when they interact directly with the exhibitor, 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 exhibitor. For the avoidance of doubt, any personal data or personal information of participants transferred, shared or disclosed by the IB to the exhibitor, shall be considered confidential information and shall not be used by the exhibitor, 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 exhibitor, with respect to personal data and information

processed pursuant to these terms and conditions, represents and warrants to the IB that it (i) will comply with all instructions provided by the IB; (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 IB'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 IB 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 IB being a global organization); and (vi) shall permit the IB to audit its compliance with this section upon reasonable notice and shall notify the IB of any security incidents with respect to personal data or information processed pursuant to these terms and conditions.

› 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 IB and the exhibitor, 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 IB may seek injunctive relief with respect to a violation of intellectual property rights or confidentiality obligations in any applicable jurisdiction.