

2021 AIR FORUM VIRTUAL SPONSOR & EXHIBITOR TERMS AND CONDITIONS

The following Terms and Conditions apply to all Sponsors participating in the 2021 AIR Forum Virtual (the “Event”), the annual meeting of the Association for Institutional Research (AIR) (the “Association”) to be held online May 25–28, 2021. A complete contract for sponsorship includes a Registration Form, acceptance of these Terms and Conditions by an authorized representative, and a Deposit as outlined in Section 1 below.

1. **Deposit.** A 50% non-refundable deposit is required before a Sponsor’s contract for the 2021 AIR Forum Virtual will be considered finalized.
2. **Full Payment.** The contracted package amount must be paid in full by April 30, 2021. Sponsors failing to make the final payment as required will forfeit their early registration discount, deposit, and participation as a Sponsor.
3. **Acceptance of Contract.** As the organizer of the Event, AIR reserves the right to prohibit and prevent the attendance, participation, registration, or exhibition of any individual or firm for any reason within the exclusive discretion of AIR. AIR need not disclose or describe the reasons for its decision to do so.
 - a. **Cancelations:**

If the Event is canceled for any reason, then this Contract will be automatically terminated, and AIR will refund amounts paid under the Contract to each Exhibitor or Sponsor, minus any fees for services already provided. The Sponsor waives any and all damages and claims for damages should the event be canceled.
 - b. **Sponsor Cancellation of Contract.** Sponsors who cancel by written notice received at the AIR Executive Office by April 2, 2021 are entitled to a refund of monies paid less the 50% non-refundable deposit. No refunds will be granted after April 2, 2021.
4. **Sponsor Representative.** Each sponsor will name at least one person to be the Sponsor’s representative in connection with sponsorship. Such representative shall be authorized to enter into such service contracts as may be necessary, and for which the Sponsor shall be responsible. Additional representatives may be registered for an additional fee.
5. **Specific Policies:**

All Exhibitors or Sponsors must adhere to the following rules and regulations pertaining to participation in the AIR Forum Virtual.

- a. Exhibitor or Sponsor warrants and represents that any content and materials shared as part of their participation in the event including session materials and the virtual event booth and all related materials, including all digital content does not violate any proprietary or personal rights of others (including, without limitation, any copyrights, patents or privacy rights); that the Exhibit constitutes the Exhibitor, or Sponsor's own original work or property, or that the Exhibitor or Sponsor has permission from the rightful owner to use such work or property. The Exhibitor or Sponsor agrees to indemnify and hold harmless AIR, its officers, directors, members, assignees, and agents, from and against all claims, actions, losses, demands, costs, attorneys' fees, and all other expenses relating or incidental to, or arising directly or indirectly from, the inaccuracy or breach of any of the warranties and representations contained in this Section.
- b. Exhibitor or Sponsor agrees that certain chat options in a virtual exhibit booth ("Chat") are public forums and that participation in a Chat creates no expectation of privacy. Further, Exhibitor or Sponsor acknowledges that any personal information communicated in a Chat may be seen and used by others. Neither AIR nor the Platform Host is responsible for information that Exhibitor or Sponsor chooses to communicate in a Chat, or for an Exhibitor, or Sponsor's actions or the actions of the users. AIR, Platform Host, or their designated agents may remove or alter any information or content posted or otherwise disclosed in any Chat at any time for any reason. If Exhibitor, Sponsor, or other user chooses to make any personally identifiable or other information publicly available in a Chat or otherwise on or through the platform, they do so at their own risk.
- c. Any information, statements, opinions, other digital content, or links to third-party websites of an Exhibitor, Sponsor, or other Event attendee on the Platform are those of the respective author(s) and not AIR or the Platform Host. AIR does not guarantee the validity, accuracy, truthfulness, completeness, reliability, or usefulness of any information, statement, opinion, other digital content, or links to third-party websites on the Platform other than from an authorized AIR representative acting in his or her official capacity. Under no circumstance will AIR be liable for any loss or damage caused, directly or indirectly, by reliance on any such third-party content.
- d. "Suitcasing." Please note that while all Event attendees are invited to the virtual exhibition, any non-exhibiting, advertising, or sponsoring attendees who are observed to be soliciting business in platform public spaces or in another company's booth may, at AIR's discretion, be denied continued access to the virtual platform and no refunds will be made. AIR asks that both attendees and Exhibitors, or Sponsors, report any violations they may observe to AIR Staff.
- e. Exhibitor or Sponsor literature and printed materials, including trade publications, may only be distributed from within an Exhibitor or Sponsor's booth space or session resource listing (if applicable). Demonstrations, sales activities, and giveaways must take place within the Exhibitor or Sponsor's virtual event booth. **Certain sponsoring opportunities may be exempt from this rule.** At AIR's discretion, violators may be denied continued access to the virtual platform and no refunds will be made.
- f. 15. Communications with Forum Attendees. Sponsors are not permitted to email Forum Attendees without prior approval from AIR unless the attendee is an existing client, upon

the request of the attendee, or unless the contact was obtained from the “Opt-in Attendee Email List” provided to select level Sponsors. Due to AIR privacy policies, AIR does not share members’ email addresses.

6. Subletting/Resale or Subcontracting of Exhibit Space:

Subletting or subcontracting of exhibit space to another member or nonmember company is prohibited. Staff from non-affiliated/non-exhibiting companies, present in a booth for “selling,” is prohibited.

7. Data Protection:

For the purposes of this Section, the following terms shall have the following meanings: (i) “Privacy Legislation” means all privacy laws and regulations of the United States, and including the EU General Data Protection Regulation (2016/679) (“GDPR”); and (ii) “Data Controller”, “Data Subject(s)” and “Personal Data” each have the meanings given to them in the GDPR.

Both the Association and the Exhibitor or Sponsor acknowledge and agree that each party shall be a separate Data Controller in respect of the Personal Data received from the other party and processed in relation to this Contract and each party shall be responsible for its compliance with the Privacy Legislation. Both parties shall process the Personal Data received from the other party in accordance with its applicable privacy notice and the applicable Privacy Legislation.

Should Exhibitor or Sponsor transfer Personal Data to the Association, Exhibitor or Sponsor represents, warrants, and guarantees that:

- The Personal Data has been collected in strict compliance with the applicable Privacy Legislation;
- It has properly notified the Data Subjects concerned that their Personal Data may be transferred to third parties including the Association and Exhibitor or Sponsor has all necessary rights to transfer the Personal Data to the Association and such transfer of the Personal Data is and shall be in compliance with the applicable Privacy Legislation.

Exhibitor or Sponsor acknowledges and agrees that its use of the platform shall be in compliance with the applicable terms and conditions of use and that it will abstain from sending or receiving any message, data, file, content, or signal which is in breach of law applicable Privacy Legislation, Internet copyright protection law, laws on the protection of minors, trade secrets, private correspondence or private information on the Internet.

Exhibitor or Sponsor understands and expressly acknowledges it has been informed that its rights, and those of any third-party users who log on and use service, to access, modify, delete, or object to the processing of Personal Data and to the transmission thereof to any third parties, shall be exercised in accordance with the applicable Privacy Legislation and the legislation applicable in the United States of America.

8. Material Breach:

A material breach of any policy or provision herein shall be deemed a breach of Contract entitling AIR to immediately cancel the Exhibitor or Sponsor's Contract. Upon cancelation, AIR may take down the virtual event booth and hold the Exhibitor or Sponsor accountable for all expenses incurred in such removal. The Association reserves the right to make any changes necessary for the best interest of the Event.

9. Limitation of Liability:

AIR shall not be liable for any damages of any kind arising out of or relating to the use of or the inability to use the Platform, the Platform's content, or links, including but not limited to damage caused by or related to errors, omissions, interruptions, defects, delays in operation or transmission, computer viruses or line failures. AIR shall not have any liability or responsibility for the performance or failure to perform of the Platform Host, or for any acts, omissions or conduct of any user or other third-party.

In no event will AIR be liable to the Exhibitor, or Sponsor, whether in contract or tort, for any amount in excess of any amounts paid by Exhibitor or Sponsor under this Contract. In no event shall AIR be liable, whether in contract or tort, for any indirect, consequential, exemplary, punitive, or special damages or awards, including but not limited to lost profits.

10. Indemnification:

The Exhibitor or Sponsor agrees that it will hold harmless and indemnify the Platform Host and the Association from any and all claims, including third-party infringement claims, losses, damages, injuries or liability whatsoever (including without limitation, reasonable attorney's fees, and costs) that arise in whole or in part from the breach of this Contract by Exhibitor, or Sponsor, or from activities of Exhibitor or Sponsor in connection with the Event or use of the Platform, including without limitation any content of Exhibitor, or Sponsor.

11. Illegal, Invalid, or Unenforceable:

If any provision of this Contract is held to be illegal, invalid, or unenforceable under the present or future laws, then such provision shall be fully severable, and this Contract shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of the Contract and the remaining provisions of the Contract shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from the Contract.

12. Management:

AIR reserves the right to interpret, amend, and enforce these terms and conditions as it deems appropriate to ensure the success of the exhibition.

13. Enforcement and Severability:

These terms and conditions create a contract between the parties and shall be interpreted pursuant to Florida law, enforceable in and subject to the jurisdiction of the courts of that state, and the prevailing party in any dispute over these terms shall be entitled to recovery of its costs and attorney fees from the other. In the event that any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this agreement, but this agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein, unless the deletion of such provision or provisions would result in such a material change so as to cause completion of the transactions contemplated herein to be unreasonable.

Sponsor Agent

Date: _____

Signature: _____

Printed Name: _____

Company: _____

Title: _____

Accepted by AIR

Date: _____

Signature: _____

Printed Name: _____

Title: _____

AIR Authorized Representative