



EVENT SPONSORSHIP BOOKING FORM

This Booking Form shall apply as between STEP LATAM CONFERENCE INC. ("STEP LatAm") and the CLIENT subject to, and in accordance with, the attached Terms and Conditions, which are hereby incorporated.

CLIENT DETAILS

CLIENT NAME
THE "CLIENT"

CLIENT NAME
IF DIFFERENT FROM ABOVE,
THIS WILL APPEAR ON ALL
MARKETING MATERIALS FOR
THE EVENT

CLIENT ADDRESS

TELEPHONE

EMAIL

**INVOICING
CONTACT EMAIL**

EVENT DETAILS

EVENT STEP LATAM CONFERENCE 2019

SPONSORSHIP LEVEL

DATE OF EVENT OCTOBER 17-18, 2019

**SPONSORSHIP
DETAILS** Benefit details to be outlined
and found on your invoice.

PRICE

By signing this form you confirm that you have read and agree to the STEP LatAm Event Sponsorship Terms and Conditions on pages 3-7 of this document.

SIGNED

By Kerry Harris
(Signature)

By (Print name) _____
(Signature)

For and on behalf of ReBoot Consulting Group
(agent of STEP LatAm Conference Inc.).

For and on behalf of the CLIENT
Date _____

QUESTIONS?

PLEASE CONTACT MARIAN RALPH, MARIAN@STEPLATAMCONFERENCE.COM

SCHEDULE 101

Please ensure Sections 1 and 4 are fully completed. Failure to comply may result in not receiving the delegate list. Please refer to the DATA PROCESSING terms on page 6 for the limitations of data use.

1. DATA PROCESSING

Please include:

1. SCOPE: ie. A short description of the context within which your company is processing the data e.g. processing personal data for x event.
2. NATURE: ie. Use of personal data for emailing delegates promoting x event.
3. PURPOSE: ie. To keep attendees up to date with the event or sponsors role within the event.
4. DURATION: Please note the data gathered can be stored for no more than 6 months after the completion of the event.

2. TYPES OF PERSONAL DATA

The type of personal data you will receive is: first name, last name, company name & country.

3. CATEGORIES OF DATA SUBJECT

The categories of Data Subject are event attendees (STEP members and non-members).

4. ORGANISATIONAL AND TECHNICAL DATA PROTECTION MEASURES

Please include information related to your data protection policy, data breach policy and if applicable DPO details.

The sponsor shall only process the personal data within the agreed scope, nature, purpose, duration, using the types of Personal Data and categories of Data Subject detailed in accordance with Schedule 101 of this clause.

STEP LatAm Conference **EVENT SPONSORSHIP** | Terms and Conditions

These Terms and Conditions, together with the accompanying Booking Form (when completed) (together, the “Agreement”) apply to the services to be provided by STEP LatAm acting through its agent ReBoot to the CLIENT, as defined in the Booking Form.

1. SPONSORSHIP PACKAGE

- 1.1. The Client agrees to purchase the Sponsorship Package (as described in the Booking Form) in relation to the Event. Unless set out in the Booking Form, Sponsorship shall be on a non-exclusive basis, and the Client agrees and acknowledges that other sponsors may be promoted at or appearing in connection with the Event, each with variable branding and presence.
- 1.2. The provisions of these Terms and Conditions shall apply as between the Parties, except as expressly agreed otherwise and set out in the Booking Form. In the event of any inconsistency between these Terms and Conditions and the Booking Form, the Booking Form shall prevail.
- 1.3. The Client agrees and acknowledges that ReBoot is entering into this Agreement as agent for STEP LatAm. In the event of any failure to deliver to the Client the Sponsorship Package in full, or as described in the Booking Form, the Client agrees and acknowledges that its sole recourse shall be against STEP LatAm directly, and that it shall not hold ReBoot liable for any of STEP’s acts or omissions.
- 1.4. This Agreement, and the rights and services granted under it, are subject to and conditional on the approval of STEP LatAm. ReBoot shall notify the Client if such approval is withheld or withdrawn for any reason, in which case this Agreement shall terminate immediately upon such notification.
- 1.5. The Client shall deliver to ReBoot, within five days of this date of the Booking Form (or such other period as may be agreed), and in such form and format as ReBoot may reasonably specify, copies of any logos, trade marks or other materials to be used in relation to the Client’s advertising as part of the Sponsorship Package (the “Client Materials”). The Client hereby grants to ReBoot and STEP LatAm a non-exclusive, royalty-free licence to use such Client Materials in connection with providing the Sponsorship Package and in connection with the promotion of the Event. STEP LatAm has the right to reject any Client Materials that it considers unsatisfactory or inappropriate.
- 1.6. The Client represents, warrants and undertakes that the Client owns and/or is solely entitled to use the Client Materials and any other materials supplied to STEP LatAm and/or ReBoot in relation to this Agreement and that the Client Materials will not infringe the intellectual property rights or any other rights of any third party, and will not be obscene, defamatory, misleading or otherwise unlawful. The Client shall indemnify and keep indemnified ReBoot and STEP LatAm for any losses, costs, claims or damages (including legal costs) incurred by ReBoot or STEP LatAm arising in connection with any claim relating to the Client Materials.
- 1.7. The Client acknowledges that STEP LatAm owns and/or controls all logos, marks and designs which are to be used in connection with the Event, including but not limited to all of STEP LatAm’s logos and marks (“Event Marks”) and the Client agrees that the Client has no right, title or interest in the Event Marks. The Client undertakes that it shall not seek to acquire any such right, title or interest in any of the Event Marks or in any mark that is confusingly similar to any of the Event Marks.
- 1.8. The Client undertakes that it shall not do anything nor permit anything to be done which in the reasonable opinion of ReBoot or STEP LatAm is or might be prejudicial to the image of STEP LatAm, ReBoot and/or the Event.
- 1.9. The Client agrees not to host any event that conflicts with any conference events listed on the schedule.
- 1.10. The Client undertakes not to share any of the rights granted to it in this Agreement or engage in any joint promotions (other than with STEP LatAm) in relation to the Event.

2. PRICE AND PAYMENT

- 2.1. The Price is detailed on the Booking Form. Any additional requirements will be agreed separately and charged for, and invoiced, accordingly.
- 2.2. STEP LatAm will raise an invoice for the Price upon receipt of a signed Booking Form which shall be paid upon receipt by the Client. This payment is non-refundable except in the event of the Event being cancelled by STEP LatAm. STEP LatAm reserves the right to charge 100% of the Price at the time of booking should it consider it necessary to do so, with reference to a credit check. The Price is exclusive of Wire Transfer fees, which will be charged at the prevailing rate where appropriate.
- 2.3. In the event of any late payment, STEP LatAm shall have the right to interest at 2% per month and reasonable compensation for debt recovery costs if we are not paid according to our terms or any agreed variation. Applicable interest will accrue on a daily basis from the earlier of the due date or 28 days from invoice date.

3. TERMINATION / CANCELLATION

- 3.1. In the event that STEP LatAm postpones the Event, any payment(s) the Client has made as at the date of postponement will be credited towards the rescheduled date. If the Client is unable to attend the rescheduled event, it shall be entitled to receive 100% refund of all sums paid by the Client to STEP LatAm to date. STEP LatAm shall not be responsible for any loss or damage as a result of substitution, alteration, cancellation or postponement of an Event.
- 3.2. STEP LatAm shall not be liable if the Event is altered, rescheduled, postponed or cancelled due to an event of force majeure, unforeseen occurrence or any other event that renders performance of this event inadvisable, illegal, impracticable or impossible. For purposes of this clause an event of force majeure shall include, but shall not be limited to: adverse weather, government restrictions and/or regulations; war or apparent act of war; terrorism or apparent act or threat of terrorism; disaster; civil disorder; disturbance and/ riots; curtailment, suspension and/or restriction on transportation facilities/means of transportation; or any other emergency or circumstances outside a party's reasonable control.
- 3.3. STEP LatAm, or ReBoot on behalf of STEP LatAm, may terminate this Agreement with immediate effect by notifying the Client in writing, where the Client does or omits to do anything which, in the sole opinion of STEP LatAm, has brought or may bring STEP LatAm and/or the Event into disrepute. In the event of such termination the Client will be entitled to a refund of the Price paid as at the date of termination.
- 3.4. The Client may terminate this Agreement by giving notice of such termination in writing to ReBoot. If the notice of termination is received by ReBoot at any time, the Client shall not be entitled to any refund of the Price but will be able to defer sponsorship to the following year conference and/or transfer sponsorship to another company. This is a one time occurrence and sponsorship will become null and void if not used in the following year.
- 3.5. STEP may terminate this Agreement by immediate written notice if:
 - (a) the Client commits a material breach of any of the terms of this Agreement and has failed to make good any such breach within 14 days of being required to do so; or
 - (b) the Client enters into or proposes a voluntary arrangement or composition with creditors, or reconstruction of its debts, or if its directors make a declaration of solvency for the purpose of a members' voluntary winding up, or if notice is given of a creditors' meeting in connection with a creditors' winding up, or if a special resolution is passed that the Client be wound up by the court, or if an administrative or other receiver is appointed, or if the court makes an administrative order or orders that the Client be wound up by the court, or if the Client ceases to carry on its business or is unable to pay its debts, as they fall due, or
 - (c) in the opinion of STEP LatAm, the fulfilment of this Agreement may bring or has brought the image of the Event or STEP LatAm into disrepute; or
 - (d) a scandal or controversy (or alleged scandal or controversy whether proven or not) occurs relating to the Client or any of its officers, directors or employees; or

(e) any event or action renders (in the reasonable opinion of STEP LatAm or ReBoot) the performance of this Agreement unreasonable, undesirable or inadvisable in any respect.

(f) STEP's Advertising and Sponsorship Policy is not adhered to. This can be found on the STEP website: <http://www.step.org/advertising-and-sponsorship>

4. GENERAL

4.1. Nothing in this Agreement shall exclude liability for fraud or death or personal injury caused by negligence or any other type of liability to the extent it may not be excluded by law. Subject to this:

(a) STEP LatAm's maximum aggregate liability under or in connection with this Agreement, whether in contract, tort (including negligence) or otherwise, will in no circumstances exceed the amount paid by the Client pursuant to this Agreement at the time the claim giving rise to such liability arises; and

(b) STEP LatAm will not be liable under this Agreement for any loss of actual or anticipated income or profits, loss of contracts, loss of or damage to goodwill, loss of opportunity to enhance the Client's brand or reputation or for any special, indirect or consequential loss or damage of any kind howsoever arising and whether caused by tort (including negligence), breach of contract or otherwise, whether or not such loss or damage is foreseeable, foreseen or known.

4.2. This Agreement is the complete and exclusive statement of the agreement between the parties relating to the subject matter of the Booking Form and the Terms and Conditions, which supersedes all previous communications, agreements and other arrangements, written or oral. It is expressly agreed that no variation of the Booking Form or the Terms and Conditions shall be effective unless in writing and signed by both parties.

4.3. The Parties shall keep the terms of this Agreement confidential, save that STEP LatAm may disclose the terms to ReBoot.

4.4. All rights not expressly granted to the Client under this Agreement are reserved to STEP LatAm.

4.5. Each party to this Agreement agrees that it shall comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including, but not limited to, the United Kingdom Bribery Act 2010.

4.6. This Agreement is personal to the parties, and neither party shall be permitted to assign, transfer or novate this Agreement (or any part of it) to any third party without the other party's prior written consent.

4.7. The parties do not intend that any term of this Agreement shall be enforceable by any person that is not a party to it save that ReBoot may enforce any terms which are expressed to be for STEP LatAm's benefit.

4.8. This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of the Bahamas and each party irrevocably agrees to submit to the exclusive jurisdiction of the Courts of the Commonwealth of the Bahamas over any claim or matter arising under or in connection with this Agreement.

The parties have indicated their acceptance of these Terms and Conditions by signing the accompanying Booking Form.

DATA PROCESSING CLAUSE

“Data Protection Legislation”

Means 1) unless and until EU Regulation 2016/679 General Data Protection Regulation (“GDPR”) is no longer directly applicable in the UK, the GDPR and any national implementing laws, regulations, and secondary legislation (as amended from time to time), in the UK and subsequently 2) any legislation which succeeds the GDPR.

1. DATA PROCESSING

- 1.1. All marketing emails must include an ‘unsubscribe’ button.
- 1.2. If you are sending out a marketing email to STEP members, make sure you download a fresh spreadsheet of member contacts from the STEP database. This will ensure the information used is fully up-to-date, and takes account of members’ communications preferences.
- 1.3. The Client must ensure any non-member contacts they are intending to market the event to have opted-in to such communications.
- 1.4. The data can only be used in relation to the event.
- 1.5. The data must be stored in a secure manner (files must be password protected or encrypted), and only kept for a maximum of six months after the event. It must be disposed of after this time.
- 1.6. If the data is shared via email, it must be password protected. The password must be sent separately.
- 1.7. The sponsor must not share the personal data supplied with any other third parties.
- 1.8. In this Clause, “personal data”, “data subject”, “data controller”, “data processor”, and “personal data breach” shall have the meaning defined in Article 4, EU Regulation 2016/679 General Data Protection Regulation (“GDPR”).
- 1.9. The Parties hereby agree that they shall both comply with all applicable data protection requirements set out in the Data Protection Legislation. This Clause shall not relieve either Party of any obligations set out in the Data Protection Legislation and does not remove or replace any of those obligations.
- 1.10. For the purposes of the Data Protection Legislation and for this Clause, STEP LatAm is the data controller and the Sponsor is the data processor.
- 1.11. The type(s) of personal data, the scope, nature and purpose of the processing, and the duration of the processing are set out in Schedule 101.
- 1.12. STEP LatAm shall ensure that it has in place all necessary consents and notices required to enable the lawful transfer of personal data to the Sponsor for the purposes described in this Agreement.
- 1.13. The Sponsor shall, with respect to any personal data processed by it in relation to its performance of any of its obligations under this Agreement:
 - 1.13.1. Process the personal data only on the written instructions of the STEP LatAm unless the Sponsor is otherwise required to process such personal data by law. The Sponsor shall promptly notify the Data Controller of such processing unless prohibited from doing so by law.
 - 1.13.2. Ensure that it has in place suitable technical and organisational measures (as approved by STEP LatAm) to protect the personal data from unauthorised or unlawful processing, accidental loss, damage or destruction. Such measures shall be proportionate to the potential harm resulting from such events, taking into account the current state of the art in technology and the cost of implementing those measures. Measures to be taken are set out in Schedule 101.
 - 1.13.3. Ensure that any and all staff with access to the personal data (whether for processing purposes or otherwise) are contractually obliged to keep that personal data confidential; and

- 1.13.4. Not transfer any personal data outside of the European Economic Area without the prior written consent of STEP LatAm and only if the following conditions are satisfied:
 - 1.13.4.1. STEP LatAm and/or the Sponsor has/have provided suitable safeguards for the transfer of personal data;
 - 1.13.4.2. Affected data subjects have enforceable rights and effective legal remedies;
 - 1.13.4.3. The Sponsor complies with its obligations under the Data Protection Legislation, providing an adequate level of protection to any and all personal data so transferred; and
 - 1.13.4.4. The Sponsor complies with all reasonable instructions given in advance by STEP LatAm with respect to the processing of the personal data.
 - 1.13.4.5. Assist STEP LatAm in responding to any and all requests from data subjects and in ensuring its compliance with the Data Protection Legislation with respect to security, breach notifications, impact assessments, and consultations with supervisory authorities or regulators (including, but not limited to, the Information Commissioner's Office);
 - 1.13.4.6. Notify STEP LatAm without undue delay of a personal data breach;
 - 1.13.4.7. On STEP LatAm's written instruction, delete (or otherwise dispose of) or return all personal data and any and all copies thereof to STEP LatAm on termination of this Agreement unless it is required to retain any of the personal data by law; and
 - 1.13.4.8. Maintain complete and accurate records of all processing activities and technical and organisational measures implemented necessary to demonstrate compliance with this Clause and to allow for audits by STEP LatAm and/or any party designated by STEP LatAm.
- 1.14. The Sponsor shall not sub-contract any of its obligations to a sub-processor with respect to the processing of personal data under this Clause without the prior written consent of STEP LatAm (such consent not to be unreasonably withheld). In the event that the Sponsor appoints a sub-processor, the Sponsor shall:
 - 1.14.1. Enter into a written agreement with the sub-processor, which shall impose upon the sub-processor the same obligations as are imposed upon the Sponsor by this Clause and which shall permit both the Sponsor and STEP LatAm to enforce those obligations; and
 - 1.14.2. Ensure that the sub-processor complies fully with its obligations under that agreement and the Data Protection Legislation.

The Sponsor shall be liable to STEP LatAm for any failure by the sub-processor to comply with its data protection obligations.

- 1.15. The Sponsor shall, at the choice of STEP LatAm, delete or return all personal data to STEP following completion of the agreement and delete all copies unless European Union or member state law requires storage of the personal data by the Sponsor.
- 1.16. The Sponsor shall immediately inform STEP LatAm if, in the Sponsor's opinion, an instruction given by STEP LatAm infringes the GDPR or other European Union or member state data protection provisions.