

# **TERMS AND CONDITIONS FOR ICSC SPONSORSHIP OPPORTUNITIES**

## **AGREEMENT TO TERMS, CONDITIONS AND RULES**

By submitting any sponsorship application to the International Council of Shopping Centers, Inc. or its affiliates (together, "ICSC"), Sponsor agrees that these Terms and Conditions are an integral part of the parties' sponsorship Agreement and that it is bound to observe and abide by these Terms and Conditions and by such additional terms or conditions made by ICSC or its affiliates and communicated to the Sponsor from time to time.

## **COST AND PAYMENT OF SPONSORSHIP**

The Sponsor agrees to pay ICSC's current rates for the sponsorship as set forth in the relevant application and/or posted online at <http://www.icsc.org>. Rates are subject to revision at the discretion of ICSC at any time as set forth herein. 100% of sponsorship payment is due upon execution of the sponsorship application. Sponsorship will not be assigned without the appropriate payment.

ICSC reserves the right to refuse Sponsor's application in the event of prior unpaid invoices of any nature due to ICSC. ICSC further reserves the right to cancel its remaining obligations under this Agreement at any time upon the default of the Sponsor to pay any invoice within the time specified herein. Past due invoices are subject to a two percent (2%) service charge per month. ICSC will apply payments to the oldest outstanding invoice for any product or service. The Sponsor agrees to pay for all service charges, collection fees, costs and attorney's fees required to collect past due invoices. Sponsors with past due account balances may be prohibited from attending ICSC-sponsored functions including but not limited to conferences.

## **INCREASE IN RATES**

ICSC reserves the right from time to time and in its sole discretion to increase rates for sponsorship provided that any increase to such rates shall apply to all sponsorships in the same classification. In the event of such an increase in sponsorship rates, the Sponsor shall have the option of continuing with the scheduled sponsorship at the new rates, or cancelling the scheduled sponsorship as of the date the new rates become effective.

ICSC shall notify the Sponsor in writing of any increase in rates at least sixty (60) days prior to the effective date of the rate increase, and the Sponsor shall notify ICSC in writing if the Sponsor decides to cancel any scheduled sponsorship due to a rate increase, at least thirty (30) days prior to the effective date of such rate increase.

If, due to the increased rates, the Sponsor cancels any such scheduled sponsorship in accordance with the terms of this Agreement, Sponsor shall be entitled to a refund for any payments made for such cancelled sponsorship.

## **CANCELLATION OF SPONSORSHIP**

Except as expressly provided herein, there shall be no refunds in connection with the cancellation of any sponsorship.

## **ASSIGNMENT OF SPONSORSHIP SPACE**

Assignment of sponsorships space will be made on a first come, first serve basis. ICSC shall assign the sponsorship space to Sponsor for the period of the event or publication as the case may be. Such assignment is made for such period only and does not imply that the same or similar space or sponsorship will be held or offered for future events or publications. ICSC reserves the right to terminate this Agreement, remove or discontinue the Sponsor's sponsorship if ICSC determines in its sole discretion that the Sponsor has violated any part of these Terms and Conditions.

## **CONTENT SPECIFICATIONS**

Sponsor's advertising must comply with ICSC's production specifications (currently available at <http://www.icsc.org> and subject to revision at the discretion of ICSC at any time and without prior notice) and must be submitted with the full name (including company name and individual contact person), mailing address, email address and telephone number of the Sponsor. ICSC reserves the right to reject, alter or refuse any advertising copy at its sole discretion, or to disapprove any advertising copy in accordance with any production specifications or rules ICSC may now have or may adopt in the future concerning acceptance of advertising matter. No change in advertising copy will be published without the prior consent of the Sponsor. Employment advertising will not be accepted. Any advertising copy resembling news matter or in cartoon technique or comic strip form must carry the word "Advertisement" over each column in which the advertising appears at the top of the page, in a font and size of ICSC's choosing. The decision as to which advertising copy this provision applies to shall be at ICSC's sole discretion, but no advertising with such a caption shall be printed without the prior consent of the Sponsor.

## **STORAGE OF SPONSOR ART AND MATERIALS**

Digital material will be archived for a maximum of twelve (12) months after last use. Files will be returned to Sponsor only upon written request within eleven (11) months after last use.

## **SPACE LIMITATIONS**

ICSC shall have the right to omit any sponsorship advertising when the space allotted to advertising in a particular space has been filled. The Sponsor will not be obligated to pay for any advertising so omitted.

## **PRINTING ERRORS OR OMISSIONS**

ICSC shall not be responsible or liable for any loss or damages suffered by the Sponsor by reason of ICSC's failure to insert any sponsorship logo, advertising or other content in any particular space or by reason of any printing, publishing or distribution error made by ICSC, its printer, agents, contractors or subcontractors. In any such event the Sponsor, upon written request, may direct that such sponsorship logo, advertising or other content be inserted in future comparable space in accordance with the terms and conditions contained herein, or may receive a refund of any monies paid to ICSC for the insertion of the sponsorship logo, advertising or other content which was omitted.

### **INDEMNIFICATION OF ICSC**

Sponsor, to the extent permitted by law, agrees to defend and indemnify ICSC, and its officers, directors, agents, and employees, of and from all claims, demands, or suits for bodily injury or property damage, including costs and attorney fees, in any way arising out of or related to third party claims based on the negligent acts, omissions or willful misconduct of Sponsor in connection with this Agreement, except to the extent of the negligence or willful misconduct of ICSC.

### **REPRESENTATIONS BY SPONSOR**

The Sponsor warrants and represents that the sponsorship logo, advertising or other content submitted to ICSC for publication shall not violate or infringe on any proprietary or statutory rights of others, including but not limited to copyright, patent or trademark rights, and shall contain no material from other copyrighted or unpublished works that have been used without the written consent of the copyright owner and/or the owner of any other rights to in such other works, and shall not constitute an invasion of anyone's right to privacy, and shall not libel, slander or defame any person or entity. The Sponsor further acknowledges and agrees that it shall be solely responsible for obtaining any licenses, permits, etc. which may be required for it to broadcast, perform or display any copyrighted materials including but not limited to music, video, software. The Sponsor assumes full and complete responsibility and liability for the content of all materials submitted, printed and published pursuant to this Agreement and in the event of a breach of this section, the Sponsor, shall defend, indemnify and hold ICSC, its officers, directors, employees and agents harmless from any and all claims or causes of action, including, attorneys' fees and court cost resulting from such breach. The terms of this provision shall survive the termination or expiration of this Agreement.

### **NON-ASSIGNMENT OF AGREEMENT**

Neither party may assign any rights nor delegate any duties hereunder without the express prior written consent of the other.

### **INTERPRETATION OF AGREEMENT**

This Agreement, together with referenced attachments, contains the entire agreement of the parties and supersedes all prior agreements, representations and understandings of the parties, written or oral. No representations were made or relied upon by either party, other than those expressly set forth herein. Any change or amendment to this Agreement shall be subject to the prior written agreement of both parties.

The formation, enforcement, construction, performance, amendment and termination of this Agreement and the parties' relationship in connection therewith, including the resolution of any related disputes or claims, whether sounding in contract, tort or otherwise, shall be governed, construed and enforced in all respects in accordance with the laws of the State of New York, without regard to its choice of laws provisions, and any suit, action or proceeding arising out of or relating to this Agreement shall be brought only in the courts, whether state or federal, located in the State of New York. Each party hereby agrees to personal jurisdiction in any such suit, action or proceeding.

Waiver by either party of any term or condition of this Agreement or of any breach thereof shall not constitute a waiver of any other term or condition or breach of this Agreement.

#### **FORCE MAJEURE**

Should events beyond the control of either party, such as acts of God, war, terrorism, civil disturbance, or any other emergency beyond the parties' control, make it inadvisable, illegal or impossible for either party to perform its obligations under the Agreement or any part thereof, the affected party shall be discharged of its duty to perform the affected duty hereunder without liability. This Agreement may be terminated, and/or specific nonperformance or underperformance may be excused, without penalty or payment, for any one or more of such reasons by written notice from one party to the other.

#### **CONFIDENTIALITY**

Unless authorized to do so in writing by an officer of the other party, neither party shall, for any reason at any time, use or disclose to any person or party any confidential information currently known to him/it or that becomes known to him/it relating to the processes, products, services, membership lists, or trade secrets of the other party or any other confidential information given to him/it by any officers, employees or representatives of that party, or otherwise obtained by him/it in the course of his/its services. Any information not generally available to the public shall be considered confidential for the purpose of this Agreement.

#### **COMPLIANCE WITH APPLICABLE LAWS**

The parties agree that, at all times in connection with and throughout the course of the Agreement and thereafter, they will comply with and that they will take reasonable measures to ensure that their subcontractors, agents or other third parties subject to their control or

determining influence will comply with all applicable federal, state, and local laws and regulations of the jurisdictions in which the parties conduct business, including without limitation the Foreign Corrupt Practices Act, the UK Bribery Act and any other applicable anti-bribery or anti-corruption laws and regulations.

## **RELATIONSHIP OF THE PARTIES**

Nothing in this Agreement shall be deemed or construed to constitute proof that the parties have established or are engaged in a joint venture, partnership, employer-employee relationship, principal-agent relationship or any other fiduciary relationship. Sponsor shall be an independent contractor and shall have no power, nor shall Sponsor represent that it has any power, to bind ICSC or to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of ICSC except as set forth herein.

## **NOTICE**

Any notice or communication to be given under this Agreement shall be sent in writing (including, without limitation, via electronic or telephonic (facsimile) transmission) to the attention of the party to which notice is given at the address for such party set forth herein or such other address as either party may specify in writing. Any such notice or communication shall be deemed effective as of the date actually received as evidenced by written receipt.

*Notices to ICSC:*

International Council of Shopping Centers, Inc.

1221 Avenue of the Americas, 41<sup>st</sup> Floor

New York, NY 10020

Attention: Rita Malek