



Adobe Sponsorship Contract

Complete all required fields outlined in red

EVENT NAME: Adobe MAX 2019 – The Creativity Conference

TODAYS DATE: _____

EVENT DATE: November 4-6, 2019

LOCATION/FACILITY: Los Angeles Convention Center, Los Angeles, CA

Company: _____ URL: _____

Billing Address: _____

City: _____ State: _____ Zip: _____ Country: _____

Primary Contact: _____ Phone: _____

Title: _____ Email: _____

Event Manager: _____ Phone: _____
(if different from above)

Title: _____ Email: _____

Billing Contact: _____ Phone: _____
(if different from above)

Title: _____ Email: _____

List competitive companies (Information used during booth selection time):

<input type="checkbox"/> Diamond (\$200,000)	
<input type="checkbox"/> Platinum (\$97,500)	
<input type="checkbox"/> Gold (\$56,500)	
<input type="checkbox"/> Silver (\$33,000)	
<input type="checkbox"/> Bronze (\$17,500)	
<input type="checkbox"/> Exhibitor (\$8,500)	
<input type="checkbox"/> Engagement	
<input type="checkbox"/> Marketing promotional opportunity	
	Subtotal:
	Less 10% (early bird discount - must submit contract by 12/14/18):
<input type="checkbox"/> Additional sponsor full conference pass (\$1,395 for Bronze & Exhibitor)	Quantity: _____
<input type="checkbox"/> Additional sponsor full conference pass (\$1,195 for Silver & above)	Quantity: _____
<input type="checkbox"/> Additional booth staff pass (\$695 no breakout sessions or labs)	Quantity: _____
<input type="checkbox"/> Additional 10'x10' exhibit space (\$8,250 for Bronze & Exhibitor)	Quantity: _____
<input type="checkbox"/> Additional 10'x10' exhibit space (\$5,000 for Silver & above)	Quantity: _____
	Total sponsorship cost:
20% payment due within 30 days from date of signed contract unless otherwise noted here:	
Remaining balance due within 90 days from date of signed contract unless otherwise noted here:	

Sponsorship benefits as outlined in the sponsorship benefits description in the MAX 2019 prospectus



List additions and or exceptions not listed in the MAX 2019 prospectus:

PAYMENT TERMS: Unless otherwise stated in this contract, 20% down payment is due 30 days after date of invoice and final payment due 90 days after date of invoice. Invoice to be sent, 1 week after signed contract is submitted.

Acknowledgment of agreement to these terms and the General Terms and Conditions located on pages 3-5.

_____ -
The Sponsorship Benefits Description (Prospectus) is located at the following link (incorporated herein by reference Adobe MAX 2019 Sponsorship Prospectus).

Authorized _____

Date: _____

Signature: Name: _____

Title: _____

Email: _____

Phone number: _____

Email an approved and executed copy of the entire Agreement to recupero@adobe.com.



SPONSORSHIP GENERAL TERMS AND CONDITIONS

PARTIES

- (1) **Adobe Inc.**, a company incorporated in Delaware, U.S.A., having a place of business at 345 Park Avenue, San Jose, California 95110-2704, U.S.A. ("**Adobe US**").
 - (2) **Adobe Systems Software Ireland Limited**, a company incorporated in Ireland, having a place of business at 4-6 Riverwalk, City West Business Campus, Saggart D24, Dublin, Ireland ("**Adobe Ireland**").
Adobe US and Adobe Ireland are collectively referred to as "**Adobe**".
 - (3) **Sponsor**, the company signing the Sponsorship Agreement.
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BACKGROUND

Adobe regularly hosts events ("Event") for its customers, employees, and the media. Sponsor wishes to reserve space or otherwise market their goods or services to event attendees. The following terms govern Sponsors' marketing efforts during the event.

AGREED TERMS

1. **OBSERVANCE OF LAWS AND REGULATIONS.** Sponsor will comply with all applicable laws, rules, regulations, codes, and ordinances of any government authority, including all rules of the Facility and the jurisdiction in which the Facility is located, and will indemnify Adobe against all costs, damages, or claims arising from any violation of the same.
2. **ASSIGNMENT AND USE OF SPACE.** Adobe will assign Sponsor space for the duration the Event. Each assignment is made for the designated Adobe Event only and does not imply that the same or similar space will be held or offered for future Adobe Events. Adobe reserves the right to cancel Sponsor's participation in Adobe Event if it determines, in its sole discretion, that Sponsor is not eligible to participate or Sponsor's products or services are not appropriate to be displayed. Sponsor may not assign or sublet its space, or any part of the sponsorship thereof, nor offer for sale, or advertise articles not manufactured or sold by the sponsoring company, except where such articles are necessary to the proper demonstration or operation of Sponsor's display, in which case the identification shall be limited to the manufacturer's normal, regular nameplate. Sponsor may not permit non-sponsoring company representatives to operate from or share its space without Adobe's express permission. Adobe's decisions regarding use of, location of the space, or attendees will, in all instances, be final and binding. Adobe reserves the right to revise the floorplan or move assigned Sponsors as it deems necessary.
3. **PAYMENT AND OCCUPANCY.** All fees must be paid when due. Sponsor will not be relieved of its payment obligations even if Sponsor fails to occupy its contracted space, or fails to perform, meet, or observe any term or condition of these Terms and Conditions. All payments are non-refundable. If Sponsor fails to make all payments as scheduled, the Event Space may be re-assigned. Should sponsor make a subsequent payment, Adobe will attempt to find similar space, if additional space is available.
4. **INSTALLING, EXHIBITING, STAFFING AND DISMANTLING.** Hours and dates for installing, exhibiting, staffing and dismantling will be specified by Adobe. All displays must be fully set up prior to the Adobe Event opening, and all exhibits must be staffed and open for business during designated hours. Sponsor may not leave booth unstaffed or dismantle any portion of its display until the Adobe Event is over. Sponsor will timely remove all its exhibit material and will be responsible for any storage or handling charges resulting from its failure to do so. When vacated, all exhibit space must be left in good order.
5. **CONTRACTOR SUPPORT SERVICES.** Adobe will select or approve each contractor providing exhibitor support and facility services. Adobe will work with the support contractor to ensure a reasonable level of Sponsor support, however, Adobe assumes no responsibility for support contractor's failure to provide Sponsor with reasonable support, or the conduct of any contractor, subcontractor, or their employees.

6. **SPONSOR DAMAGE TO FACILITY.** Sponsor is responsible for any damage it may cause to Facility floors, walls, columns, or property directly caused by Sponsor.
7. **COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS.** Sponsor will comply with all applicable laws, rules (including all Facility rules), regulations, codes, and ordinances governing the Facility location, and will indemnify Adobe against any costs, damages, or claims arising from any violation of the same.
8. **ATTENDANCE AND HOURS.** Admission policies and Adobe Event hours are, and will remain, at Adobe's sole discretion and may be revised or amended to suit unforeseen conditions.
9. **BREAKOUT SESSIONS.** Sponsors receiving a breakout session must submit content deliverables to Adobe for approval by the specified date. If Sponsor fails to timely submit the content deliverables, Adobe may cancel Sponsor's breakout session and reassign the session at its discretion. Sponsor will not be entitled to a refund and will remain responsible for payment of all applicable fees.
10. **SPONSOR CONDUCT.** Sponsor, and each of its employees and representatives, will conduct themselves in accordance with the standards of decency and good taste. Adobe reserves the right to reject, remove, or prohibit any display or any Sponsor or its representative or invitees, with or without cause. If cause is not given, Adobe's liability will not exceed the sponsorship amount. If Sponsor, or any portion of its display, is ejected for violation of applicable rules or laws, no refund of sponsorship fees will be given.
11. **BOOTH PERSONNEL.** Sponsor representatives are restricted to personnel engaged in the display, demonstration, application, or sale of the company's product or services. Badges are non-transferable, and if transferred to or used by any party other than the individual to whom it is issued, may be cancelled by Adobe at its absolute discretion. All other employees of exhibiting companies must register as attendees. Adobe reserves the right to restrict or limit the number of sponsorship representatives.
12. **PHOTOGRAPHY.** The Adobe Event is held in public space, therefore we do not prohibit participants, exhibitors, sponsors, news organizations and other companies from photographing or video or audio taping some conference activities. Sponsor is permitted to make reasonable video or audio recordings and to take photographs at the Adobe Event. Sponsor agrees not to make any video or audio recordings of the whole (or substantially the whole) of the Adobe Event or of any session within the Adobe Event unless expressly permitted by Adobe. Unreasonable use of photography or video or audio recordings by Sponsor is subject to confiscation by Adobe. If you're bringing a professional photographer/videographer they must be approved by the Summit/MAX Event team two weeks before the event. Adobe reserves the right to use images taken at the Adobe Event with your photograph and/or likeness in future marketing materials.
13. **TAXES AND LICENSES.** Sponsor is responsible for obtaining all licenses, permits, and approvals under local, state, or Federal law applicable to its activity at the Adobe Event, and obtaining all tax identification numbers and paying all taxes, license fees, and other charges that become due to any governmental authority in connection with, Adobe Event.
14. **CANCELLATION OF ADOBE EVENT.** If for any reason beyond Adobe's control (e.g., fire, casualty, flood, epidemic, earthquake, explosion, accident, blockage, embargo, inclement weather, governmental restraints, act of public enemy, riot or civil disturbance, impairment or lack of adequate transportation, inability to secure sufficient labour, technical or other personnel, municipal, state or federal laws, or act of God), Adobe Event, or any part thereof, is prevented from being held, at the Facility becomes unavailable, unfit for occupancy, or substantially interfered with, Adobe may cancel Adobe Event. In such event, Adobe will not be responsible for delays, damage, loss, increased costs, or other consequences resulting from the cancellation. Upon any such termination, Adobe may refund to Sponsor no more than a prorated amount of Sponsor's total amount paid, after deducting all expenses and reasonable compensation to Adobe. In no case will the amount of any refund exceed Sponsorship fee.
15. **POSTPONMENT OF ADOBE EVENT.** If for any reason Adobe determines that the location or dates of the Adobe Event should be changed, no refund will be due to Sponsor, and Adobe will assign to Sponsor, in lieu of the original space, other space as Adobe deems appropriate, and Sponsor agrees to use such space under the terms of this Agreement. Adobe will not be financially liable or otherwise obligated if Adobe Event is relocated or postponed.
16. **SPONSOR CANCELLATION.** If Sponsor desires to cancel this Agreement, Sponsor must give written notice to Adobe, Attention: Show Manager, specified in the Adobe Sponsorship Application. In such event, Sponsor will be liable for the following cancellation fee: 66% of the total cost of Sponsor's participation if such cancellation is effective more than 120 days prior to scheduled opening of Adobe Event; and 100% of the total cost of Sponsor's participation if such cancellation is effective within 120 days prior to scheduled opening of Adobe Event. Payment of cancellation fee must be received by Adobe within 15 days after cancellation. The effective date of any cancellation will be the date Adobe actually receives Sponsor's written notice as specified above. Sponsor understands this cancellation fee has been incorporated into this Agreement as a valid pre-estimate of damages Adobe will sustain which will not be

liquidated and agreed-upon damages suffered because of Sponsor's cancellation, and is not a penalty. Subsequent reassignment of cancelled sponsorship will not affect this cancellation assessment. In addition, any decorating expenses Adobe incurs in decorating cancelled display space will be payable to Adobe from Sponsor upon demand.

- 17. COPYRIGHTED MATERIAL.** Sponsor must not violate any copyrights with respect to writings, music, or other materials used by it at Adobe Event or at any affiliated function, and assumes sole liability and responsibility for the use and display of all copyrighted materials at Adobe Event, and must obtain any and all necessary licenses for any material used. Sponsor will indemnify, defend, and hold harmless Adobe and the Facility, and their respective officers, directors, employees, agents, and representatives from and against any actions, causes of actions, claims, demands, liabilities, losses, damages, costs, and expenses of whatever kind and nature, involving, arising from, or relating to, Sponsor's breach of any of its obligations related to the use of copyrighted materials at Adobe Event or any affiliated function.
 - 18. LIMITATION OF LIABILITY.** Neither Adobe nor the Facility, nor any of its officers, agents, employees, or other representatives, will be held liable for, and each is hereby released from any damage, loss, theft, harm, or injury to the person or property of Sponsor or any of its visitors, officers, agents, employees, or other representatives, resulting from Sponsor's participation in Adobe Event, licensing or use of exhibition space hereunder, or the failure covering Sponsors' liability or property, and Sponsor is advised to obtain, at its sole expense, insurance for its display materials and products against loss or damage, and a public liability insurance against injury to the person or property of others. Sponsor must provide evidence of such insurance to Adobe and the Facility upon request. It is understood that all property of Sponsor is in its care, custody, and control in transit to, from, or within the confines of the Facility, and neither Adobe nor the Facility assumes any responsibility therefore. In no event will Adobe be liable to Sponsor or anyone claiming through Sponsor for incidental, consequential, special, or indirect damages, including lost profits, even if Adobe has been apprised of the possibility of such loss, or by Adobe making available the exhibit space or holding Adobe Event, for any cause, including Adobe's or any Facility's, or its officer's, agent's, employee's, or other representatives' negligence.
 - 19. AMENDMENT OR INTERRUPTION.** Adobe will have full power in the enforcement and interpretation of all terms, conditions, and rules, and the power to make amendments and set further terms, conditions, and rules as it deems necessary and in the best interest of Adobe Event. The connectives "and" and "or" is constructed both conjunctively and disjunctively, the term "including" means including without limitation, and words in the singular include the plural, and words in the plural include the singular.
 - 20. ENTIRE AGREEMENT.** This Agreement contains the entire understanding of the Parties relating to the subject matter and supersedes all earlier agreements, understandings, proposals, discussions, negotiations, representations, and warranties, both written and oral, regarding the subject matter.
 - 21. GOVERNING LAW AND VENUE.** This Agreement is governed by and construed under the laws of California, without regard to their conflict of laws principles, and irrevocably submit to the exclusive jurisdiction of the courts of competent jurisdiction in the County of Santa Clara, state of California, provided however, Adobe will have the right to pursue claims against Customer in any other jurisdiction worldwide to enforce its rights under this Agreement or to enforce its intellectual property rights. The United Nations Convention on Contracts for the International Sale of Goods does not apply.
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Sponsor will comply with the Adobe Business Partner Code of Conduct currently available at:
https://www.adobe.com/corporateresponsibility/pdfs/adobe_business_partner_code_of_conduct.pdf.