

NG STANDARD TERMS FOR SPONSORSHIP AND EXHIBITION (v. 2015-1)

1. Definitions

In these conditions, the following terms have the following meanings:

“**Agreement**” means the legally binding arrangements entered into between the Sponsor and NGR or the Exhibitor and NGR as it may apply, consisting in the Application and NGR’s acceptance thereof, and these Conditions (as defined below);

“**Application**” means the contract or order form submitted by Exhibitor or Sponsor which, upon acceptance by NGR binds them to these Conditions.

“**Conditions**” means these standard terms and conditions for sponsorship and exhibition (NGC v.5);

“**Event**” means the event as named and dated in the Agreement;

“**Exhibitor**” means a person or entity leasing/renting exhibit booth space for the Event.

“**NGR**” means Nordic Game Resources AB; NGR is the sole owner and organizer of Nordic Game events.

“**Sponsor**” means a person or entity buying other Event-related packages than solely exhibit booth space, as stated in the respective Agreement.

For the purpose of this Agreement, both Exhibitor and Sponsor shall collectively and respectively be identified as “Exhibitor/Sponsor”.

2. General

These Conditions apply to all arrangements entered into by the Exhibitor/Sponsor and NGR and excludes any other terms and conditions, otherwise contained in or attached to any document, whether prepared by the Exhibitor/Sponsor or otherwise, that has not been expressly accepted by NGR in writing. No amendment to or exclusion from the Conditions shall be binding upon NGR unless in writing and signed by a director on behalf of NGR. Applications for Sponsorship or Exhibition should be made by the applicant on the Application; in the event that NGR accepts an application in some other form, such application shall in all respects be subject to the Conditions. This Agreement shall be governed and construed in accordance with the laws of Sweden. All disputes arising from or in connection with this Agreement shall be submitted to the exclusive jurisdiction of Malmö Tingsrätt district court, Malmö, Sweden.

3. Validity, termination, and cancellation

3.1 **Term:** This Agreement shall commence on the date the Application has been accepted in writing by a director or manager on behalf of NGR and shall be valid until the end of the Event.

3.2 **Termination for Exhibitor/Sponsor default:** NGR may terminate this Agreement at any time if the Exhibitor/Sponsor fails to perform any of its obligations arising from the Agreement. Upon termination according to this article 3.2, the allotted booth space and/or any other Event-related package will be cancelled and the Fee payment due or made to NGR shall not be refunded;

3.3 **Alteration or cancellation by NGR:** NGR may, at its sole discretion, cancel, postpone or alter the Event in whole or in part, including but not limiting to change of date, venue, or otherwise. In case of cancellation, NGR will refund the unused prorated portion of the Fee to the Exhibitor/Sponsor. If by re-arrangement or postponement the Event can take place, the Agreement between the NGR and the Exhibitor/Sponsor shall remain in force. NGR is expressly released from any and all claims for damages that may arise in connection to the alteration, postponement or cancellation of the Event.

3.4 **Cancellation by Exhibitor/Sponsor:** All Fees are deemed fully earned and are non-refundable when Application has been accepted by NGR. Cancellation by Exhibitor/Sponsor of this Agreement, or any portion thereof, will be accepted only at the sole discretion of the NGR and in accordance to the below indicated refund policy. Any cancellations request shall be submitted by Exhibitor/Sponsor in writing to NGR. The Exhibitor/Sponsor is liable for 100% of all Fees and compensation to NGR unless cancellation is notified in writing to NGR.

Exhibitor/Sponsor wishing to cancel a booking must do so in writing to NGR. Receipt of such will be confirmed in writing by return. NGR incurs considerable costs prior to the conference including marketing, promotion and administration expenses, so the following charges for cancellations will apply: a) 50% of total cost if cancelled up to 16 weeks prior to the event; b) 75% of total cost if cancelled between 16 and 8 weeks prior to the event; c) The full cost of the booking is payable for cancellations within 8 weeks of the event.

4. Currency and interest

Unless otherwise specified by NGR the currency applicable to this Agreement is Swedish Kronor (SEK). VAT applies as specified. Interest applicable for late payment is according to Swedish Law.

5. Payment

5.1 The Nordic Game conference Exhibitor/Sponsor agrees to pay to NGR the Fees (as agreed in the Application or in the Agreement) payable to NGR (the “Fee”) and the respective Value Added Tax (VAT). Payments can be made by SWIFT wire transfer to:

Nordic Game Resources AB

BIC (SWIFT code): **DABASESX**

IBAN (Account no): **SE86 1200 0000 0122 6011 5438**

or by Visa or MasterCard credit cards. Swedish entities can also transfer funds to

Danske Bank account no.: **12260115438**

or to Bankgiro: **5261-2710**

5.2 The Exhibitor shall fill out, sign, scan and email the Application to NGR. NGR will return a confirmation to the Exhibitor along with an invoice with payment due on receipt. If issued on or before December 31 of the year preceding the applicable Event, the invoice will be issued for 50% of total payment. Any payment not invoiced before, up to 100%, will be invoiced no later than sixteen (16) weeks prior to the Event, due for payment on receipt. Full payment must be made no later than eight (8) weeks before the Event.

5.3 The Sponsor shall sign, scan and e-mail Agreement to NGR will return a signed copy of the agreement to the Sponsor along with an invoice with payment due on receipt. If issued on or before December 31 of the year preceding the applicable Event, the invoice will be issued for 50% of total payment. Any payment not invoiced before, up to 100%, will be invoiced no later than sixteen (16) weeks prior to the Event, due for payment on receipt. Full payment must be made no later than eight (8) weeks before the Event.

5.4 If this Agreement is for several Events, NGR may invoice 50% of the full amount due for payment within 30 days after October 1 of the year preceding the applicable Event.

5.5 The Exhibitor/Sponsor agrees that no portion of the payment is refundable except as otherwise provided in these terms.

6. Limitations of Liability, Indemnities and Insurance

6.1 Exhibitor/Sponsor acknowledges and agrees that neither NGR nor any of its officers, directors, members, agents, and/or employees undertakes duty to exercise care, nor does it assume any responsibility for the protection and safety of the Exhibitor/Sponsor, its officers, directors, members, agents and/or employees, or of Exhibitor’s/Sponsor’s or its representative’s property or of property used in connection with the Event. Any protection exercised by NGR shall be deemed purely gratuitous on its part and shall in no way be construed to make it liable for any Damage suffered by the Exhibitor/Sponsor. It is the responsibility of the Exhibitor/Sponsor to maintain proper insurance coverage for its property and liability.

6.2 The Exhibitor/Sponsor acknowledges that NGR is not responsible for obtaining, nor does it maintain insurance covering the Exhibitor’s/Sponsor’s personnel and/or property and it is the sole responsibility of the Exhibitor/Sponsor to obtain such insurance.

6.3 The Exhibitor/Sponsor shall indemnify, defend, and hold NGR harmless from and against any and all claims, demands, suits, liability, damages, losses, costs, attorney’s fees, and expenses of whatever kind or nature, which might result from or arise out of Exhibitor’s/Sponsor’s or any of its officers’, directors’, agents’, or employees’ action or omission.

6.4 The total liability of NGR for all claims of any kind arising from or related to the formation, performance or breach of this Agreement shall not exceed the total price of the Fee received from the Exhibitor/Sponsor in connection to the Event that gave rise to such claim. Neither NGR nor any of its officers, directors, members, agents, and/or employees shall be liable for any loss, harm, claims,

demands, suits, liability, costs, attorney’s fees, expenses or any damage of whatever kind or nature, whether direct, indirect, special, consequential, incidental or otherwise (collectively the “Damages”), or claims of Exhibitor/Sponsor customers for any of the foregoing Damages. All NGR liability shall end at the end of the Event. The limitations in this sub-article 6.4 shall apply regardless of whether a claim is based in the Agreement, warranty, indemnity, tort/extra-contractual liability (including negligence) strict liability or otherwise, and shall prevail over any conflicting term, except to the extent that such term further restricts NGR’s liability.

7. Trademarks, Logos and Advertising material.

7.1 NGR hereby grants Exhibitor/Sponsor a license to use NGR’s trademarks and logos on web pages, images and printed material solely to the extent it is directly related to the Event and only during the and until the end of the Event.

7.2 Exhibitor/Sponsor hereby grants NGR a license to use Exhibitor’s/Sponsor’s trademarks and logos of Exhibitor/Sponsor on web pages, images and printed material solely to the extent it is directly related to the Event and only during the and until the end of the Event.

7.3 All printed material or advertisements of any kind intended for distribution in the Event by the Exhibitor/Sponsor may only be distributed from the Exhibitor’s/Sponsor’s stand and in no event shall such printed material or advertisements be distributed by, or on behalf of Exhibitor/Sponsor in any other area of the Event site including, without limitation, in any entrance, exit or way.

7.4 The Exhibitor/Sponsor shall at all times take full responsibility for the contents of all printed matter or advertisements and NGR’s shall have no liability for the contents of any such material, whether or not subject to its prior approval or containing or not NGR’s logo.

8. Use of Names and Brands

8.1 The Nordic Game Exhibitor/Sponsor shall not use the name and brands of NGR in any form of publicity or advertising beyond the scope of the agreement. All further use of name and brands of NGR requires NGR’s prior written approval. NGR will provide the Exhibitor/Sponsor with appropriate directions as to the content of materials for the purpose of describing the sponsorship.

8.2 NGR will display the logos and brands of the Exhibitor/Sponsor as provided by the Exhibitor/Sponsor only in order to fulfil obligations resulting from this agreement and for no other purpose whatsoever.

9. Release

The Exhibitor/Sponsor accepts that the event may be recorded, reproduced, distributed, and published in any form, including the listing and reproduction of the Exhibitor’s/Sponsor’s property and staff, but only to be used in connection with the promotion of the Nordic Game conference and for no other purpose whatsoever.

10. Permissible Exhibits

Exhibition and Sponsorship at the Event is limited to individuals, business firms, agencies and dealers who have contracted and paid for exhibit space. Exhibitor/Sponsor may display and/or promote only products of Exhibitor’s/Sponsor’s own manufacture or supply. At the request of NGR made at any time, whether before or during the Event, Exhibitor/Sponsor shall promptly furnish NGR with sample products, packages, advertising, and/or literature that would be or is being distributed during the Event. NGR has the right, but not the obligation, to determine which persons and products are appropriate in its judgment for inclusion in the Event and to refuse, cancel, or restrict any Exhibitor/Sponsor or exhibit that NGR considers undesirable for any reason. This provision applies to Exhibitor’s/Sponsor’s conduct, printed matter, samples, questionnaires, personnel or any other person or item NGR deems objectionable or unacceptable. In the event NGR decides that any of the foregoing do not meet its standards or is not otherwise suitable for any reason, the Exhibitor/Sponsor shall at once comply with NGR demands and/or withdraw without refund from the Event. Notwithstanding the foregoing Exhibitor/Sponsor assumes the sole, exclusive and full responsibility for the content of its exhibition/sponsorship material.

11. Use of Exhibit Space

The Exhibitor/Sponsor must maintain and keep in good order the exhibit space contracted in a neat, clean, orderly, and safe manner. Exhibitor/Sponsor must surrender the space occupied by it to NGR in the same condition as it was at the commencement of occupation. No sign or other articles may be affixed, nailed, or otherwise attached to walls, doors, drapery, etc., so as to deface or destroy them. Likewise, no attachments may be made to floors by nails, screws, or other devices that may damage or mar them. If the space occupied by the Exhibitor/Sponsor is damaged by the Exhibitor/Sponsor or Exhibitor’s/Sponsor’s agents, employees, patrons, or guests; the Exhibitor/Sponsor shall, on demand, pay such sum as shall be necessary to restore that space to the same condition it was when first occupied by the Exhibitor/Sponsor.

12. Exhibitor/Sponsor Conduct

Exhibitor/Sponsor and its representatives shall not congregate or solicit trade in the aisles. The prior written consent of NGR is required for the employment or use of any live model, demonstrator, solicitor, or device for the mechanical reproduction of sound. Such employment or use shall be confined to exhibit space. NGR may, at its sole discretion, withdraw its consent at any time, in which event Exhibitor/Sponsor shall terminate such activity immediately. Exhibitor/Sponsor is prohibited from bringing alcoholic beverages into the exhibit area. Exhibitor/Sponsor and/or any of its representatives shall not conduct itself in a manner offensive to standards of decency or good taste. Displays and Decorations Merchandise, signs, decorations, or display fixtures shall not be pasted, taped, nailed or tacked to walls. No exhibit, merchandise, or equipment shall be left in any aisle, but shall be confined to exhibit space. No signs or advertising devices shall be displayed outside exhibit space or projecting beyond limits of exhibit space as to interfere with any neighbor Exhibitor/Sponsor. Exhibitor/Sponsor should not project beyond the space allotted or obstruct the view or interfere with traffic to other Exhibitor/Sponsor.

13. Force Majeure

NGR shall not be considered in breach of its obligations under this Agreement to the extent such performance is delayed or prevented, directly or indirectly by any cause beyond its reasonable control, or by fire, flood, explosion, lightning, windstorm, earthquake, subsidence of soil, failure or destruction, in whole or in part, of machinery or equipment or failure of supply of materials, discontinuity in the supply of power, governmental interference, civil commotion, riot, war, strikes, labour disturbance, transportation difficulties, labour shortage.

14. Assignment

Exhibitor/Sponsor shall not assign to any third party this Agreement or any of its right hereunder without the prior written consent of NGR, which may withhold at NGR’s sole discretion. In the event NGR’s consent is given, the Exhibitor/Sponsor shall assume full responsibility for the conduct of the assignee and all its representatives and the Exhibitor/Sponsor shall not charge its assignee more than a proportionate share of the exhibit Fee based upon the amount of exhibit space assigned. Sharing of exhibit space with another entity, company or organization is not permitted.

15. Entire Agreement

This Agreement embodies the entire understanding between NGR and the Exhibitor/Sponsor with respect to the Nordic Game conference sponsored activities and supersedes any prior or contemporaneous representations, either oral or written entered into by the parties with respect to the subject matter hereof. No amendments or changes to this Agreement shall be effective unless made in writing and signed by authorized representatives of the parties. The parties hereto have caused this Agreement to be signed by their duly authorized representatives, effective as of the day and year written above the signatures.