

FIPP Sponsorship Terms and Conditions 2025

February 2025

The following terms and conditions apply to the FIPP Sponsorship Agreement Contract Details between FIPP and the Sponsor, as accepted and signed by the Sponsor in the Contract Details. Together, the FIPP Sponsorship Terms and Conditions and the Contract Details are called the "Agreement".

Definitions and Interpretation

All capitalised Terms are defined in the Contract Details or below.

"Applicable Laws" means the laws of England and Wales and any other laws or regulations which apply to the performance of this Agreement.

"Data Protection Laws" includes all applicable data protection and privacy legislation in force from time to time in the UK including the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (UK GDPR), the Data Protection Act 2018 (and regulations made thereunder) or any successor legislation, and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications).

"Force Majeure Event" as defined in clause 13 below.

"Intellectual Property Rights" means all present and future intellectual property or other proprietary rights, including copyright, moral rights, trade marks, designs, patents, circuit layouts, business or domain names, inventions, know-how, confidential information and trade secrets, arising anywhere in the world and whether registered or unregistered.

"Insolvency Event" means the party: (a) suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2); (b) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party; (c) the other party applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986; (d) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the other party (being a company, limited liability partnership or partnership); (e) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party (being a company); (f) the holder of a qualifying floating charge over the assets of that other party (being a company) has become entitled to appoint or has appointed an administrative receiver; (g) a person becomes entitled to appoint a receiver over all or any of the assets of the other party or a receiver is appointed over all or any of the assets of the other party; (h) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days; (i) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned above; (j) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or (k) [the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this Agreement is in jeopardy.

1. Grant of Rights

- 1.1 FIPP grants and the Sponsor accepts a worldwide, non sub-licensable, non- exclusive, royalty free licence to use the Event or Publication Logo (if applicable) during the Term as reasonably required in relation to the Sponsored Work. All such use must be approved in advance by FIPP in accordance with section 3 (c) below.
- 1.2 Rights not granted to the Sponsor are reserved to FIPP.
- 1.3 The Sponsor grants and FIPP accepts a worldwide, sub-licensable, non-exclusive, royalty free licence to use the Sponsor's Logo during the Term for the delivery of the Sponsorship Rights and to promote and exploit the Sponsored Work in any media whether now known or yet to be invented including by use on promotional material and merchandising.

2. Sponsorship Fee

In consideration of the Sponsorship Rights granted to the Sponsor, the Sponsor shall pay FIPP the Sponsorship Fee, clear of deductions or set offs.

3. Obligations of the Sponsor

3.1 The Sponsor undertakes to FIPP:

- (a) to exercise the Sponsorship Rights strictly in accordance with the terms of this Agreement.
- (b) to use the Event or Publication Logos in accordance with the Brand Guidelines;
- (c) to submit to FIPP for its prior written approval, not to be unreasonably withheld or delayed, pre-production samples of all materials to be created by the Sponsor before their production, and then to ensure all materials created comply in all material respects with the approved samples and Applicable Laws;
- (d) to immediately at the written request of FIPP and at Sponsor's sole cost and expense, withdraw from circulation any materials which do not comply with (c) above.
- (e) to comply with all Applicable Laws relevant to the exercise of its rights and the performance of its obligations under this Agreement;
- (f) to provide to FIPP, at the Sponsor's sole cost and expense, all suitable material including artwork of the Sponsor's Marks in a format and within print deadlines reasonably specified by FIPP for it to be reproduced under the control of FIPP for the fulfilment of the Sponsorship Rights;
- (g) not to apply for registration of any part of FIPP's Intellectual Property Rights or anything confusingly similar to FIPP's Intellectual Property Rights as a trade mark for any goods or services;

- (h) to provide all reasonable assistance to FIPP in relation to the Agreement;
- (i) not to knowingly do, or cause or permit to be done, anything which may prejudice or harm or which has the potential to prejudice or harm FIPP;
- (j) The Sponsor has no right to sub-license, assign or otherwise dispose of any of its rights under this Agreement.

4. Obligations of FIPP

- 4.1 FIPP shall organise the Event at the Venue at its sole cost and expense. FIPP may make changes to the Event or the Venue in its sole discretion.
- 4.2 FIPP confirms that, where specified in the Contract Terms, it will use reasonable endeavours to ensure that the Sponsor's Logo will be present in accordance with the Agreement and that the Sponsor's Logo is appropriately incorporated into all promotional, advertising and publicity material.
- 4.3 FIPP shall comply with all Applicable Laws relevant to its performance of the Agreement.
- 4.4 FIPP shall provide all reasonable assistance to the Sponsor in relation to the Agreement.

5. Representations and warranties

5.1 Each party warrants and undertakes to the other that:

- (a) it has full authority to enter into this Agreement and is not bound by any Agreement with any third party that adversely affects this Agreement; and it has and will maintain throughout the Term, all necessary powers, authority and consents to enter into and fully perform its obligations under this Agreement.
- (b) It is entitled to use its Logos and any other materials supplied to the other in relation to this Agreement. The other parties use of such materials in accordance with this Agreement shall not infringe the rights of any third party.

6. Anti- Bribery

Each party 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 Bribery Act 2010 (Relevant Requirements). Breach of this section shall be deemed a material breach of the Agreement.

7. Indemnity

The Sponsor shall indemnify FIPP against all liabilities, costs, expenses, damages and losses (including but not limited to any interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by FIPP arising out of or in connection with: any claim made against FIPP by a third party for actual or alleged infringement of a

third party's Intellectual Property Rights arising out of or in connection with FIPP's use of the Sponsor's Logo and/ or Sponsor provided materials in accordance with this Agreement; and any claim made against FIPP by a third party arising out of or in connection with the manufacture, production, distribution, handling, advertising, consumption or use of, or otherwise relating to materials created by the Sponsor, whether or not any claim arises during the Term. For the avoidance of doubt, any approval by FIPP shall not affect this right of indemnification.

8. Limitation of Liability

8.1 Nothing in this Agreement shall limit or exclude a party's liability:

- (a) for death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
- (b) for fraud or fraudulent misrepresentation;
- (c) for breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or any other liability which cannot be limited or excluded by applicable law; or
- (d) under any indemnity.

8.2 Subject to the paragraph above, under no circumstances shall FIPP be liable to the Sponsor for any of the following, whether in contract, tort (including negligence) or otherwise:

- (a) loss of revenue or anticipated revenue;
- (b) loss of savings or anticipated savings;
- (c) loss of business opportunity;
- (d) loss of profits or anticipated profits;
- (e) wasted expenditure; or
- (f) any indirect or consequential losses.

8.3 Subject to the paragraphs above, either party's maximum aggregate liability in contract, tort (including negligence) or otherwise, however arising, under or in connection with this Agreement shall be limited to 100% of the amount of the Sponsorship Fee paid under or pursuant to this Sponsorship Agreement (the Cap), always provided that where any sums are refunded to the Sponsor, the Cap shall be reduced by the amount of such refund. Subject to the paragraphs above, either party's maximum aggregate liability in contract, tort (including negligence) or otherwise, however arising, under or in connection with this Agreement shall be limited to 100% of the amount of the Sponsorship Fee paid under or pursuant to this Sponsorship Agreement (the Cap)

9. Intellectual Property Rights

9.1 All rights in FIPP's Intellectual Property Rights, including any goodwill associated with them, shall be the sole and exclusive property of FIPP, and, save as expressly provided above, the Sponsor shall not acquire any Intellectual Property Rights in FIPP's Logos, nor in any developments or variations of them;

9.2 All rights in the Sponsor's Logos, including any goodwill associated with them, shall be the sole and exclusive property of Sponsor and, save as expressly provided above, FIPP shall not acquire any rights in the Sponsor's Logos, including any developments or variations of them.

9.3 All Intellectual Property Rights in and to any materials produced for the Sponsored Work by or on behalf of FIPP or jointly by FIPP and the Sponsor shall, with the exception of the Sponsor's Logos, be the sole and exclusive property of FIPP and if the Sponsor acquires, by operation of law, title to any such Intellectual Property Rights it shall assign them to FIPP on request, whenever that request is made.

10. Sponsored Work Cancellation

FIPP reserves the right to cancel the Sponsored Work for any reason (including, without limitation, by reason of a Force Majeure Event). FIPP shall notify the Sponsor of the cancellation as soon as possible. The parties agree that FIPP shall not be in breach of this Agreement by virtue of that cancellation or abandonment; and on FIPP notifying the Sponsor of such cancellation this Agreement shall automatically terminate and the provisions of clause 12 shall apply.

11. Termination

11.1 Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving written notice to the other party if:

- (a) the other party fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than 30 days after being notified in writing to make such payment;
- (b) the other party commits a material breach of any term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified to do so. However, the 30 day period will be reduced to seven days if FIPP calls on the Sponsor to remedy the breach during, or within, the 60 period before the Sponsored Work begins, is published or is launched;
- (c) the other party experiences an Insolvency Event.

12. Consequences of termination

12.1 On termination or expiry of this Agreement:

- (a) the Sponsorship Rights granted by FIPP to the Sponsor under this Agreement shall immediately terminate and revert to FIPP, and the Sponsor shall not exercise the Sponsorship Rights or use or exploit (directly or indirectly) its previous connection with FIPP or the Sponsored Work;
- (b) the Sponsor shall destroy or, if FIPP shall so elect, deliver to FIPP all Sponsor's Event Materials in its possession or control;
- (c) each party shall promptly return to the other any property of the other within its possession or control;
- (d) each party shall pay to the other any sums that are outstanding and to be accounted for under this Agreement;
- (e) the following clauses shall continue in force: Definitions and interpretation, clause 7 (Indemnity), clause 8 (Limitation of liability), clause 10 (Sponsored Work Cancellation), clause 12 (Consequences of termination), clause 14 (Confidentiality) and clause 19 (Set-off) to clause 28 (Governing law and jurisdiction).

12.2 Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry.

13 Force majeure

13.1 Force Majeure Event means any circumstance not within a party's reasonable control including, without limitation: acts of God, flood, drought, earthquake or other natural disaster; epidemic or pandemic; terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; nuclear, chemical or biological contamination or sonic boom; any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent; collapse of buildings, fire, explosion or accident; and interruption or failure of utility service.

13.2 If a party is prevented, hindered or delayed in or from performing any of its obligations under this Agreement by a Force Majeure Event (Affected Party), the Affected Party shall not be in breach of this Agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

13.3 The Affected Party shall use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

13.4 If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than four weeks, the party not affected by the Force Majeure Event may terminate this Agreement by giving one weeks' written notice to the Affected Party.

14 Confidentiality

14.1 Confidential Information means all confidential and/ or business sensitive information (however recorded or preserved) disclosed by a party or its Representatives (as defined below) to the other party and that party's Representatives whether before or after the date of this Agreement in connection with this Agreement, including the terms of this Agreement.

Representatives means, in relation to a party, its employees, officers, representatives and advisers.

14.2 The provisions of this clause shall not apply to any Confidential Information that: is or becomes generally available to the public (other than as a result of its disclosure by the receiving party or its Representatives in breach of this clause); was available to the receiving party on a non-confidential basis before disclosure by the disclosing party; was, is or becomes available to the receiving party on a non-confidential basis from a person who, to the receiving party's knowledge, is not bound by a confidentiality Agreement with the disclosing party or otherwise prohibited from disclosing the information to the receiving party; or is developed by or for the receiving party independently of the information disclosed by the disclosing party.

14.3 Each party shall keep the other party's Confidential Information confidential and shall not: use such Confidential Information except for the purpose of exercising or performing its rights and obligations under or in connection with this Agreement (Permitted Purpose); or disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this clause.

14.4 A party may disclose the other party's Confidential Information to those of its Representatives who need to know such Confidential Information for the Permitted Purpose, provided that: it informs such Representatives of the confidential nature of the Confidential Information before disclosure; and at all times, it is responsible for such Representatives' compliance with the confidentiality obligations set out in this clause.

14.5 A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible.

14.6 On termination of this Agreement, each party shall: destroy or return to the other party all documents and materials (and any copies) containing, reflecting, incorporating or based on the other party's Confidential Information; erase all the other party's Confidential Information from computer and communications systems and devices used by it, including such systems and data storage services provided by third parties (to the extent technically and legally practicable); and certify in writing to the other party that it has complied with the requirements of this clause, provided that a recipient party may retain documents and materials containing, reflecting, incorporating or based on the other party's Confidential Information to the extent required by law or any applicable governmental or regulatory authority. The provisions of this clause shall continue to apply to any such documents and materials retained by a recipient party.

15 Data protection

It is not envisaged that personal data will be shared between the parties. Each party will comply with all Data Protection Laws relating to use of personal information in connection with this Agreement.

16 Announcements

The parties consent to the issue of a press release in a form to be agreed in writing by the parties following signature of this Agreement.

17 Value added tax

All sums payable under this Agreement are exclusive of any VAT or any local sales taxes that may be payable by either party.

18 Interest

If a party fails to make any payment due to the other party under this Agreement by the due date for payment the defaulting party shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

19 Set-off

All amounts due under this Agreement shall be paid by the Sponsor to FIPP in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

20 No partnership or agency

Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

21 Third party rights

This Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement. The rights of the parties to rescind or vary this Agreement are not subject to the consent of any other person.

22 Variation

FIPP may vary these Sponsorship Terms and Conditions at any time. No variation of the Contract Details shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

23 Assignment and other dealings

This Agreement is personal to the parties and neither party shall assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement.

24 Waiver

No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

25 Severance

If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

26 Entire Agreement

26.1 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

26.2 Each party acknowledges that in entering into this Agreement it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.

26.3 Nothing in this clause shall limit or exclude any liability for fraud.

27 Notices

27.1 Any notice given to a party under or in connection with this Agreement shall be in writing and shall be: delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or sent by email to the address specified in the Contract Details.

27.2 Any notice shall be deemed to have been received: if delivered by hand, on signature of a delivery receipt; if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if sent by email, at 9.00 am on the next Business Day after transmission, provided no “out of office” notification has been received by the sender.

27.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

28 Governing law and Jurisdiction

This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.