# WERC Annual Conference Sponsorship Program

# **Terms & Conditions Rules & Regulations**

By way of submitting an Application, Sponsor participants taking part in the WERC Sponsorship Program agree to abide by the following terms and conditions:

# 1. Acceptance

The WERC Sponsorship Program is open to suppliers that are of interest to WERC members/attendees. WERC reserves the right, at its sole discretion, to decline applicants that do not provide products and/or services of benefit to WERC members and/or attendees.

# 2. Americans with Disabilities Act

The applicant agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA) and shall indemnify and defend WERC, its officers, directors, members, staff members, and agents from and against any loss, damage, claim, liability, and expense (including attorneys' fees) resulting from or arising out of the applicant's failure to comply with the guidelines of WERC or the applicant's failure to comply with provisions of the ADA. The terms of this provision shall survive the termination or expiration of this Agreement.

# 3. Assignment/Subletting

The Applicant may not assign or sublet any of its contracted benefits or allow any other person or organization to use any part of the benefits without written permission from WERC.

#### 4. Payment

Payment in full is due at the time of Sponsor's application submission and/or the addition of any options, including conference registrations.

#### 5. Sponsor Session Assignments

Sponsor Session space and schedule assignments will be made beginning in January in the order of receipt of payment in full. WERC Conference Management reserves the right to reassign studios and times as may become necessary at any time.

# 6. Sponsor Kiosk Assignments

Sponsor Kiosk assignments will be made by WERC and the sponsor in the order of receipt of payment in full. WERC Conference Management reserves the right to reassign kiosks as may become necessary at any time.

#### 7. Company Representatives

Each organization participating in the WERC Sponsorship Program receives conference registrations based only on the number they select and pay for. No individual will be automatically registered for the conference, including the individuals listed on the application. Personalized links for online registration will be sent via email to the main contact for each company. All Sponsors, their speakers, and guests MUST be registered. Only registered participants will receive a badge granting access to the conference.

Conference registration grants full access to all conference functions and events, including the Sponsor Showcase, general sessions, educational breakout sessions, meals, and networking activities. Optional activities, including facility tours, are available to all registrants for additional fees.

Conference name badges issued by WERC must be worn at all times by all individuals participating in the conference.

# 8. <u>Cancellations/Refunds</u>

Cancellations received prior to the fulfillment of a Sponsorship benefit and prior to and including January 31 will receive a 50% refund of the agreed upon fee. Cancellations received on or after February 1 will not receive any refund of the agreed upon fee. If a Sponsorship benefit has been provided, including logo placement, no refund will be given.

#### 9. Compliance with Laws

Applicant shall bear responsibility for the compliance with any and all local, city, state and federal safety, fire and health laws, ordinances and regulations, and policies and procedures of the facility appointed by WERC for the event.

# 10. Copyrighted Works

Applicant 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, and software. Applicant shall indemnify, defend and hold harmless WERC, its officers, directors, members, staff members, and agents, and each of them, from and against any and all claims and expenses, including attorneys' fees and costs, arising out of or related to Applicant's breach of this provision. The terms of this provision shall survive the termination or expiration of this Agreement.

# 11. Event Website and Mobile App Content

WERC reserves the right to refuse or edit copy determined to be inappropriate to WERC's policies and standards. Organizations participating assume liability for all content of their listings and presentations, and agree to indemnify, defend, and hold WERC, the facility and general contractor appointed by WERC harmless from any claims or actions based on the content of their organization's information as published in any WERC event publications/websites.

# 12. Event Modification

WERC reserves the right to modify at any time the time, location, size, and limits of Sponsor Sessions and Sponsor Kiosks as it deems appropriate or necessary.

# 13. Failure to Occupy

If the Applicant does not claim its assigned space by checking in at the conference by 8:00 a.m. on Monday, WERC may, at its discretion, terminate the contract and reassign the space to another Applicant. The defaulting Applicant will not be entitled to a refund of its fee.

#### 14. Force Majeure

Should any circumstance beyond the control of, and not the fault of, WERC prevent or materially affect the event from being held as scheduled, or the event space not being available for use due to weather, war, threats or acts of terrorism, governmental action or order, act of God, pandemic, fire, strikes, labor disputes or any other causes beyond the control of WERC, this agreement shall be terminated without liability. In such event, WERC shall not be liable to indemnify or reimburse the Applicant in respect of any damage or loss, direct or indirect, arising as a result hereof.

# 15. Interpretation

WERC has total authority of the interpretation and enforcement of these guidelines and reserves the right to amend them at any time it deems appropriate or necessary. WERC reserves the right, without recourse, to prohibit any portion of any material that, in its opinion, is not suitable or in keeping with the character of the WERC Annual Conference. This reservation of rights by WERC applies to persons, things, conduct, printed matter, catalogs, and any other material relating to or affecting this event. Persons, things, conduct, printed matter, catalogs, and any other material relating to or affecting this event that is prohibited will be done so without refund.

# 16. Liability & Insurance

The Applicant hereby assumes responsibility for and agrees to indemnify, defend, and hold harmless, WERC, the facility and general contractor appointed by WERC for the event, their respective officers, directors, employees, agents, members, staff members, agents, successors and assigns from and against any loss, damage, claim, liability, and expenses (including attorneys' fees), including personal injury or property damage or loss, arising out of or in connection with the Applicant's participation in the Event, except Applicant is not responsible to an indemnities for the indemnitee's gross negligence or willful misconduct. The terms of this provision shall survive the termination or expiration of this Agreement.

Applicant understands that neither WERC nor the facility appointed by WERC for the event, nor the general contractor appointed by WERC for the event, maintain insurance covering the Applicant's personal property owned, rented, leased, borrowed, or used by the Applicant and it is the sole responsibility of the Applicant to obtain such insurance. All property of the Applicant is understood to remain under its custody and control in transit to and from and within the confines of the event area and Applicant shall maintain insurance covering their property.

#### 17. Marketing

WERC may use the information supplied on the application as part of marketing efforts and no claim may be made at any future date by the Applicant.

# 18. Printed Materials & Marketing Giveaways

Material and/or promotional items that will be distributed to attendees on-site must be approved by WERC. A sample of material must be submitted to WERC (via email at conference@werc.org) no later than March 15, 2023.

# 19. Sponsorship Fulfillment

Sponsors are responsible for providing items required for benefit fulfillment as noted in the Sponsors Prospectus and/or your custom sponsorship proposal. Sponsors are responsible for following instructions and adhering to deadlines for all requirements and deliverables, including items that are subject to WERC approval prior to production/distribution. WERC reserves the right to manage/control all deliverables of any sponsorship benefit. Sponsors are required to acknowledge and meet any request (within reason) made onsite by WERC.

# 20. Use of WERC and/or Conference Logo

The use of the WERC and/or Conference logo on displays, signs, giveaways, promotional literature, or other materials is prohibited. The use of the acronyms, reference to the meeting, meeting name or WERC may be used in promotional materials only with the express written approval of WERC. All design concepts (logos, graphics, etc.) and promotional materials should be sent to WERC for review and approval prior to production/distribution. WERC can provide a WERC Conference Sponsor logo for paid-in-full Sponsor use.

# 21. Food and Beverages

Food and beverage items for consumption by conference attendees in the venue will be provided exclusively by WERC. Bringing in outside food and beverage items or ordering food and beverage items directly by any Sponsors or Attendees is strictly prohibited.

# 22. Hospitality/Events

No Sponsor or any affiliate thereof, shall conduct any off-site activity during official event hours that would encourage attendees to leave the officially scheduled event activities.

#### 23. Distribution of Promotional Material

Distribution of sales promotional material and the conduct of surveys are permitted only within assigned Sponsor Sessions and kiosks in the Sponsor Showcase. Promotional materials found anywhere else within the venue or official hotels will be removed and discarded without notice.

## 24. Raffles and Giveaways

Raffles and Giveaways are permitted and encouraged but must be conducted solely within the confines of the area purchased by each participating organization. Fliers and other such collateral referencing any raffle or give-away cannot be left in public spaces of the venue.

# 25. Facility Rules & Regulations

All facility, vendor and contractor rules and regulations will be outlined in the Sponsorship Service Kit and must be strictly adhered to by all Sponsors.

Sponsor Session hosts who pay in full and provide their complete session information (speaker, title, description) <u>prior to 3/15/23</u> will receive the following benefits\*

\*Fulfillment is not based on application date, but rather the date payment and complete session information is provided.

- Session listed in conference agenda
  - Website (www.werc.org/2023)
  - Mobile App (launching early May)
- Session listed as an optional event in registration
- Inclusion in email marketing to registered attendees about the opportunity to register for Sponsor Sessions
- A list of attendees who signed up for the session in advance (supplied approximately one week prior to event)
- Opportunity to purchase lead scanning technology within the conference mobile app to scan the badges of all attendees who attend the session

Sponsor Session hosts who pay in full and provide their complete session information (speaker, title, description) <u>between 3/16</u> and 4/26/23 will receive the following benefits\*

\*Fulfillment is not based on application date, but rather the date payment and complete session information is provided.

- Session listed in conference agenda
  - Website (www.werc.org/2023)
  - Mobile App (launching early May)
- Opportunity to purchase lead scanning technology within the conference mobile app to scan the badges of all attendees who actually attend the session in order to get complete contact information for participants

Sponsor Session benefits are no longer available if payment and complete session information is not received by 4/26/23.

#### **Included with each Sponsor Session:**

- One 30-minute presentation slot as selected with 5 minutes prior for set up and 5 minutes after for departure
- Capacity of at least 30 attendees
- One 6' draped materials table
- Microphone (for recording the presenter)
- One screen and projector
- Computer (may NOT use own computer)
- One standard power outlet
- Wi-Fi will be available throughout the WERC Conference space (suitable only for basic email and web surfing not suitable for streaming)
- · WERC team member to monitor session check-in
- List of advance registrants (name, title, and company only)\*
- Session listed on session room sign, Conference website, and mobile app\*
- Opportunity to submit a PDF handout to be available for download from the session in the mobile app schedule\*
  \*Available only if all deadlines for information submission are met.
- MP4 file of session video recording with PowerPoint provided within 30 days following the conference
- Session recording to be available in WERC Online Learning Center for at least one year following the conference (subject to meeting WERC policies)

Not Included but Available for additional fees

Lead scanning

Not Included & Not Available

Speakers/sound amplification system

#### Sponsor Session, continued

#### Permitted

- Sponsor Sessions are the only session type at the WERC Conference where commercialism is permitted
- 1-2 representatives as presenters/facilitators
- Providing a paper handout during the session and/or PDF of a handout to be available for download from the mobile app
- Promoting participation in your session in advance
- Scanning badges of participants, using WERC Lead Scanning, for purposes of obtaining an actual attendee list
- Offering a giveaway at the session

#### Not Permitted

- Exceeding the session capacity of 30 participants
- Exceeding the allotted time frame for presentation
- Violating WERC anti-trust policies (attached)

#### WERC is responsible for:

- Maximizing attendees/qualified buyers at the conference (in the city & building)
- Promoting all educational session programming, including Sponsor Sessions submitted by published deadlines
- Offering advance registration for Sponsor Sessions (if deadlines for information submission are met)
- Providing one-on-one meeting request/scheduling technology

# Sponsors are responsible for:

- Providing compelling, engaging content & speakers to attract attendees to their session (make sessions interactive and conversational rather than lecture-style)
- Proactively requesting one-on-one meetings with prospects
- Engaging in the full conference experience to maximize exposure
- Scanning leads at the session and throughout the conference to maximize leads

### To get the most ROI from a Sponsor Session, Sponsors should:

- Promote the Sponsor Session and make it enticing to senior-level logistics professionals. (<u>Pre-registration for sessions is not required</u>. Attendees may simply show up and be accommodated as space permits.)
  - Send promotional emails to their own list of customers and prospects
  - Purchase and send a pre-conference email to registered attendees
  - o Purchase a mobile app banner ad
  - Post about the session in the mobile app prior to the session
- Submit their PowerPoint-compatible presentation in advance to ensure it works on the WERC system in the room. Note that a presentation is not required. It can simply be a discussion-based session.
- Plan an interactive session. The most successful sessions are educational, intimate, and interactive, engaging the attendees, as opposed to sales presentations or lectures.
- Purchase lead scanning functionality and scan the badges of all attendees who join the Sponsor Session in order to get a list of participants with complete contact information.
- Place a staff member at the entrance door to the session to welcome guests, scan badges and capture interested attendees' info for follow up meetings after the session has reached its capacity.
- If desired, provide handouts to support the discussion (PDFs can also be attached to the session in the app for download)
- If desired, offer small giveaways for session participants
- Start and end their session promptly as scheduled (30 minutes with 5 minutes prior for set-up and 5 minutes post for departure)

# Sponsor Kiosk

# Included

- Custom front and back panels with location ID & company logo (if final graphics are submitted by 4/16/2023)
- One monitor, mounted to kiosk
- Standard power supply
- Wi-Fi will be available throughout the WERC Conference Space. (Suitable only for basic email and web surfing. Not suitable for streaming.)

# Not Included but available for additional fees

- Lead scanning
- Laptop
- Upgraded Internet access

# Permitted

- Paper literature that can fit on the counter of the kiosk
- Computer or tablet that can sit on the counter provided
- Demo equipment that fits on the counter

# **Not Permitted**

- Anything additional placed anywhere on the floor
- Anything additional affixed to or hung from the unit walls
- Anything that directly impacts another Sponsor's space