



Eclipse Foundation Event Sponsorship Agreement

EclipseCon 2023 | October 16 - 19, 2023

Thank you for agreeing to sponsor EclipseCon 2023! Please complete the information requested on pages 1 - 2 below, and return the signed agreement to sponsors@eclipsecon.org.

By executing this Agreement, you are agreeing to the terms and conditions as outlined on page 3.

Contact Information of Exhibitor/Sponsor	
Exhibitor/Sponsor Company Name	
Primary Contact Name	
Primary Contact Title	
Primary Contact Email	
Street Address	
City	
State/Province/Region	
Country	
Zip/Postal Code	
Phone Number	

Sponsorship Packages and Pricing

Please select one of the sponsor packages listed below. Please see the [online Sponsorship Prospectus](#) for details on each of the packages.

Choose Your Package	Price of Package
Elite Package - 15.000€ members, 18.750€ non-members After May 31, 2023 - 16.500€ members, 20.625€ non-members	
Premium Package - 9.000€ members, 11.250€ non-members After May 31, 2023 - 9.450€ members, 11.815€ non-members	
Basic Package - 5.000€ members, 6.250€ non-members After May 31, 2023 - 5.500€ members, 6.875€ non-members	
Custom Package - details TBD	
Total Fees	

EclipseCon 2023 is hosted and operated by Eclipse Foundation Europe GmbH (“Eclipse Foundation”).

When signed by Exhibitor/Sponsor authorized signatory, this constitutes a binding agreement between the Exhibitor/Sponsor and Eclipse Foundation, and Exhibitor agrees to be bound by the attached Event Terms and Conditions.

Upon receipt of the signed Agreement, you will be invoiced for the full amount of the Sponsorship Fee. Sponsorship Fees are non-refundable, except in the event that the event is canceled. **All prices are in euros** and are due the earlier of 30 days from the date of invoice or October 1, 2023.

Exhibitor/Sponsor authorized signature:

Date:

Exhibitor/Sponsor signatory name (please print):

PO number (if required):

Please attach a copy of the purchase order to this agreement

VAT number :

Eclipse Foundation Event Terms and Conditions

1. **Event Management** – The words “Event Management” as used here means Eclipse Foundation Europe GmbH (“Eclipse Foundation”), and any of its committees, agents, suppliers, subcontractors and employees acting for them in the management of the event.
2. **Exhibitor/Sponsor Logos** – Exhibitor/Sponsor Agrees to allow Eclipse Foundation to use their company logo in our promotional materials for the event, including Eclipse Foundation and conference websites, social media channels, Eclipse Foundation newsletters, and printed materials related to the event, and to use their company logo during the event in acknowledging their sponsorship. Use of Exhibitor/Sponsor logo will be subject to Exhibitor/Sponsor’s then-current logo usage guidelines, which Exhibitor/Sponsor must provide in advance. Eclipse Foundation reserves the right to decline to use Exhibitor/Sponsor logo if, in its sole discretion, it determines it cannot reasonably meet the requirements of the Exhibitor/Sponsor’s logo and trademark usage guidelines. No other use of Exhibitor/Sponsor logo is authorized through this Agreement.
3. **Eligible Participation by Exhibitor/Sponsor** – Event Management reserves the right to determine, at its sole discretion, the eligibility and compatibility of any company, product or services for inclusion in the event.
4. **Exhibitor/Sponsor Packages** - Event Management reserves the right, at its sole discretion, to adjust the specific benefits offered to each level of sponsor or exhibitor. Event Management will inform Exhibitor/Sponsor of any such adjustments, and to ensure Exhibitor/Sponsor is aware of the adjustments. Exhibitor/Sponsor is not obliged to take advantage of any of the specific benefits offered.
5. **Platform Features and Benefits** - The Conference Platform selected by Event Management may offer features and benefits that Event Management may offer to some or all of its sponsors, based on their sponsorship level, as a means to engage with the event attendees and to promote their sponsorship (collectively, the “Platform Benefits”). These Platform Benefits are offered by Event Management, at its sole discretion, and are offered on an “as is” basis, with no warranty of their utility to Exhibitor/Sponsor or their overall usability. Event Management reserves the right to modify any Platform Benefits at its sole discretion.
6. **Free Passes** - All free passes offered to Exhibitor/Sponsor as part of its Sponsorship Package may be used by any of the employees, officers, and directors of Exhibitor/Sponsor, and may not be offered to third parties without the express consent of Event Management. Every person attending or engaged in the Event on behalf of Exhibitor/Sponsor or via the use of a free pass offered by Exhibitor/Sponsor must first register for the Event, and must agree to abide by the event’s Code of Conduct, found on the event website.
7. **Amendment and Agreement to Rules** – Any and all matters not specifically covered by these Terms and Conditions shall be subject to the sole discretion of Event Management. These Terms and Conditions may be amended at any time by Event Management. Each Exhibitor/Sponsor and its employees and contractors agree to abide by the foregoing Terms and Conditions, and any amendments or additions thereto.
8. **Fees and Taxes** - The Total Fees of the Agreement are net and shall be subject to the addition of any applicable statutory value-added tax and other taxes on consumption and/or services. If such taxes are triggered by the services rendered by Eclipse Foundation, they shall be payable in addition to the agreed fee. The Partner shall not be entitled to reduce payments to Eclipse Foundation by deducting present or future taxes (including any possible withholding tax), levies and/or charges. If and insofar as the Partner is legally obliged to withhold taxes, levies and/or charges and pay these to the tax authority in the name of Eclipse Foundation all costs in this connection shall be borne by the Partner. The Partner shall ensure payment of the contractually agreed Total Fees on the due date and shall, within the period prescribed by law, pay to the relevant authority on the Partner’s own account, in the name of Eclipse Foundation, the levies requested by such authority. The confirmation of payment issued by such authority shall be forwarded to Eclipse Foundation by the Partner within one week of receipt of the certificate.
9. **Modification or Termination of Event** - Although the Event is being planned as a fully in-person event, Eclipse Foundation may determine, at its sole discretion, that the COVID-19 pandemic or other similar adverse conditions, including global unrest, necessitates a transition of the Event from an in-person event to be held as a virtual event. Should Eclipse Foundation make such a transition, they will immediately inform Exhibitor/Sponsor of the change, and Exhibitor/Sponsor shall have 10 days to elect to terminate this Agreement in its entirety, and Eclipse Foundation will refund the Total Fees to the Exhibitor/Sponsor. Should Exhibitor/Sponsor not elect to terminate this Agreement within 10 days, then Exhibitor/Sponsor agrees that this Agreement shall be deemed amended by replacing the original Exhibitor/Sponsor Benefits with the revised Exhibitor/Sponsor Benefits, where such revised Exhibitor/Sponsor Benefits shall be provided at the time of notice of the transition. Further, Eclipse Foundation reserves the right, at its sole discretion, to terminate the Event in its entirety; in such a case, Eclipse Foundation will refund the Total Fees to the Exhibitor/Sponsor.
10. **Personal Data** - Eclipse Foundation collects the personal data that is provided by Exhibitor/Sponsor in connection with this Agreement and in engaging with Eclipse Foundation in association with this Event. Eclipse Foundation processes and protects this data in accordance with statutory regulations and in accordance with the Eclipse Foundation Privacy Policy, which is available at <https://www.eclipse.org/legal/privacy.php>.