



Sponsorship Application

Event

ACPAC: Wheel of Prosperity Happy Hour at 2022 Fall Forum

Sponsorship

Name of Sponsorship _____

Sponsorship Fee _____

Sponsor Information

Company Name _____

Coordinator _____

Use Contact Information on file.

Street Address _____

City _____

State _____ ZIP _____

Email _____

Phone _____

Payment Information

GRAND TOTAL = \$ _____

Check payable in U.S. dollars to ACA International

Send me a secure link to pay online via credit card or ACH

Process the credit card information below*

Credit card: MasterCard Visa American Express

Card # _____

Exp. Date _____ CVC _____

Billing Address _____

City _____

State _____ ZIP _____

Name as it appears on card _____

Cardholder Signature _____

A 3% non-refundable surcharge will be applied to all credit card transactions, which is not greater than our cost of acceptance. No surcharge is applied to payments made via ACH, check, debit card, or from companies based in CO, CT, MA, ME, NY, or outside the U.S.

Applicant Authorization

By signing below, the undersigned company ("Applicant") acknowledges receipt, review, understanding and agreement to the terms and conditions of participation contained herein, including, without limitation, this application, the accompanying Sponsorship Terms and Conditions ("T&C") and ACA's policies included on the website, located at www.acainternational.org ("ACA website"), including, without limitation, ACA's Logo Use Policy, ACA's Terms of Use Agreement, ACA's Copyright Policy and Reporting Requests, and ACA's anti-trust and anti-harassment policies (collectively referred to as "Website Policies"), all of which are incorporated herein as part of the "Application". The Applicant hereby agrees to be bound by the terms of the Application, and to pay all applicable fees set forth herein, along with any other supplemental fees associated with the sponsorship options chosen by Applicant as listed in the sponsorship proposal ("Benefits"), as set forth in the written acknowledgement of acceptance from ACA provided to the Applicant ("Fees"). This Application shall not be deemed an enforceable agreement unless and until ACA provides written notice to Applicant confirming the Application's acceptance and calculation of Fees ("Effective Date").

By signing below, the signer hereby acknowledges they are authorized to act on behalf of the Applicant and Applicant agrees to be bound by the Application.

Signature of Authorized Applicant Representative _____ Print Name _____ Date _____

Please email or mail signed agreement to:

ACA International | exhibit@acainternational.org | 3200 Courthouse Lane, Eagan, MN 55121
Phone: (800) 269-1607

Date: 1/19/22

Sponsorship Terms and Conditions

These Sponsorship Terms and Conditions ("T&C") shall be incorporated into the Sponsorship Application ("Application") between the Applicant and ACA. By executing the Application, the Applicant and ACA agree to be bound by the terms contained in the T&C and hereby acknowledge that the proper consideration has been exchanged and further, that they have read and fully understand, and agree to be bound by the terms set forth in the T&C.

1. DEFINITIONS

The definitions shall be as defined within quotation marks, including, without limitation, those in this section. "ACA" ACA International; "Event" is as listed in the Application; "Event Date" is as set forth in the Application; "Coordinator" is the individual named by the Applicant as the authorized contact person in connection with the Event; "Sponsor" shall mean the Applicant.

2. APPLICATIONS

2-A Sponsors, in order to be eligible, must be engaged in the business of offering products or services specific or essential to the credit and collection industry ("Industry").

2-B The Coordinator will serve as ACA's official contact person with respect to the Event, and will receive all pre-Event and post-Event confirmation materials and correspondences. The Coordinator will be responsible for notifying Sponsor of all necessary correspondence and information related to Event participation. Naming a Coordinator does not indicate Coordinator is registered for the Event. Registrations are not included in the sponsorship fee unless otherwise indicated in writing to an ACA International representative.

2-C ACA will consider Applications requesting co-sponsorship opportunities, in which case ACA reserves the right to modify any standard single-sponsor Benefits to account for the proportionate Fee, but only if approved in writing by ACA.

3. FEES & REFUNDS

3-A Fees are due in full before Sponsor will receive benefits.

3-B Except as otherwise expressly provided herein in sections 3-C and 7-2, all sponsorships are nonrefundable.

3-C In the event that the dates of the the 2022 Level Up Leadership Experience or 2022 Washington Insights are changed, the format of the 2022 Level Up Leadership Experience or 2022 Washington Insights is changed including, but not limited to becoming a virtual event, or Covid-19 travel restrictions prevent Sponsor from traveling to the 2022 Level Up Leadership Experience or 2022 Washington Insights, Sponsor shall have the option to withdraw its Sponsorship of the 2022 Level Up Leadership Experience or 2022 Washington Insights and will have the right to apply any funds paid to ACA to any other ACA events held within the 2022 calendar year, or Sponsor shall have the option to a refund of the funds paid to ACA. ACA reserves the right to hold a portion of the funds paid if some benefits have already been delivered.

4. TERM

The "Term" shall commence upon the receipt of full payment of Sponsorship Fee and continue until the last day of the Event, unless otherwise earlier terminated: immediately by ACA upon written notice to Sponsor for Sponsor's breach of the terms of the Application. In the event of termination by ACA: (i) all rights granted herein shall immediately terminate and revert to each respective party; (ii) any provision by its nature that would be enforced after the completion of the Event, shall survive termination; (iii) in the event of termination prior to the Event, ACA shall have the right to offer the Benefits to any other party; and (iv) if the termination is the result of Sponsor's actions, ACA shall be entitled to reimbursement of any fees, charges, costs or expenses incurred by ACA, provided ACA takes all reasonable efforts to avoid or minimize such fees, charges, costs or expenses.

5. SPONSORSHIP

5-A In connection with the Event and throughout the Term, Sponsor hereby grants ACA a non-exclusive, non-transferable, non-sublicensable right and license to display, copy and modify Sponsor's trade names, logo designs, trademarks and copyrights, including, but not limited to, any descriptions or other Sponsor materials provided to ACA and created in connection with the Application ("Sponsor IP"): (i) as necessary to provide the Benefits, including, but not limited to, the right for

ACA to create any advertisements, articles, emails and social media posts derived from the Sponsor IP; (ii) in any medium of advertising, promotional products, or marketing material distributed in connection with the Event; and (iii) in accordance with any trademark usage guidelines provided by Sponsor to ACA in writing prior to the Event (collectively referred to as "Sponsor License").

5-B Sponsor represents and warrants it has all right, title and interest in and to the Sponsor IP and that ACA's use of the Sponsor IP shall not infringe upon any third-party rights.

6. ACA IP

6-A ACA Content (as defined below) containing ACA intellectual property used in connection with the Event, which specifically includes, without limitation, any Event-specific trademarked logos, propaganda and marketing materials created by ACA in connection with the Event, WebEx information related to the Event, and registration links to the Event, shall be referred to herein as "ACA Event IP." ACA hereby grants Sponsor the right to display ACA Event IP on Sponsor's website, newsletters, mailings, posters, postcards and other marketing-related materials commencing on the Effective Date and continuing for 30 days after the last day of the Event ("Marketing Period"), provided: (i) the ACA Event IP shall only be displayed for the purpose of representing Event participation and promoting attendance to the Event; (ii) Sponsor shall not use the ACA Event IP in any manner which creates confusion, directly or indirectly, whether or not intentional, as to the source of the communication, goods or services (such as, for example, through its size, prominence, placement or context in relation to Sponsor's content); (iii) Sponsor shall not display the ACA Event IP in any manner that implies ACA's endorsement of Sponsor's goods and/or services; (iv) in printed materials, Sponsor shall use the high-resolution .tif version of any ACA Event IP; (v) internet or electronic-based displays of the ACA Event IP shall include a hyperlink to the Event; (vi) the ACA Event IP must be used in its entirety and in the form provided by ACA, whereby cropping and other changes to the ACA Event IP is strictly prohibited; (vii) Sponsor may use any ACA Event IP containing ACA trademarks and service marks provided they are used in accordance with the Website Policies pertaining to logo and copyright use ("ACA License"). Upon expiration of the Marketing Period, Sponsor shall cease all use of the ACA Event IP and all rights shall revert to ACA. All Sponsors acknowledge: (i) ACA is the sole owner of the ACA Event IP; and (ii) all use of the ACA Event IP shall inure to the benefit of ACA.

6-B Sponsor is responsible for obtaining appropriate licenses and permissions for any copyrighted, trademarked, or other intellectual property not owned by ACA and used by Sponsor in connection with the Event ("Third-Party IP"), except any broadcasting and transmission of copyright protected works during the Event must be pre-approved by ACA in writing. By Sponsor's use or display of any Third-Party IP, Sponsor warrants to ACA it has all right to use the Third-Party IP. Sponsor shall indemnify and hold ACA harmless from any and all claims or demands made by any party with respect to the Third-Party IP.

7. EVENT CANCELLATION

7-1 Circumstances may arise which require cancellation of the Event ("Event Cancellation"), in which case ACA's maximum total liability to Sponsor will not exceed the Fees.

7-2 Should the Event cancel, Sponsor shall have the option to withdraw its Sponsorship of the Event and will have the right to apply any funds paid to ACA to any other ACA events held within the 2022 calendar year, or Sponsor shall have the option to a refund of the funds paid to ACA. ACA reserves the right to hold a portion of the funds paid if some benefits have already been delivered.

8. CONFIDENTIAL INFORMATION

8-A "ACA Content" means: all technological, scientific, business, legal, organizational, commercial, operational, or financial materials; unpublished or unpatented inventions, invention summaries and/or disclosures; compilations; samples; statistics; summaries; ideas; notes; concepts; data; know-how; discoveries; processes; essays; knowledge; improvements; methods; techniques; technologies; systems; interpretations; analyses; products; practices; procedures; protocols; research; tests; trials; controls; prototypes; formulas; sales information; descriptions; formulations; submissions; communications;

skills; experience; plans; objectives; algorithms; reports; results; forecasts; studies; conclusions; inventions; trade secrets; designs; specifications; documentation; components; computer programs and all source and object code; images; icons; audiovisual components and objects; schematics; drawings; processes; visual depictions; and customer, vendor, and supplier lists, whether or not any of the above is copyrightable or patentable, in any form or medium (tangible, intangible, oral, written, electronic, observational, or other), whether now known or later developed (all of which collectively shall be referred to as "Information") owned, created, or provided by ACA, either directly, or indirectly through speakers, independent contractors, members of ACA or any other party presenting information through ACA, or at the Event, including, but not limited to, any oral presentations, PowerPoint® slides, written materials, software programs, training guides, presentations and seminars provided in connection with the Event.

8-B "Confidential Information" means any and all ACA Content that is treated as confidential by ACA or that due to the nature of its subject matter or circumstances surrounding its disclosure, would reasonably be understood to be non-public or confidential, whether in oral, written, electronic, or other form or media, whether or not such ACA Content is marked, designated, or otherwise identified as "confidential." Sponsor shall maintain the confidentiality of all Confidential Information.

8-C An electronic pre and post registration list of attendees will be provided to Exhibitors for a one-time marketing use prior and subsequent to the show, respectively. All other use of the list or any portion thereof, including subsequent disclosure of the list to others, is prohibited. Insofar as unsolicited communications may be considered a nuisance to some recipients, ACA requests all marketing communications based upon any information gathered about Event registrants and attendees, regardless of source, be reasonable with respect to frequency, timing, mode, and content.

9. LIMITATION OF LIABILITY

In no event will ACA's liability to any Sponsor in relation to the Event exceed the Fees.

10. MISCELLANEOUS PROVISIONS

Any provision herein found to be invalid will be severable and the remainder will remain effective. The failure of ACA or Sponsor to insist upon the performance, or the delay or failure to exercise any right or privilege conferred herein, or to require the satisfaction of any condition herein, will not be construed as a waiver or estoppel of any such right, remedy, condition, or privilege. Nothing herein shall require the commission of any act that is contrary to applicable law. In the case of any conflict between any provision herein, and any such law, rule or regulation, such law, rule or regulation shall prevail, and these provisions shall be curtailed, modified, or limited only to the extent necessary to eliminate such conflict. Any dispute arising out of this Agreement shall be resolved by a court located in Hennepin County, Minnesota. The laws of the State of Minnesota, without regard to Minnesota's choice-of-law principles, govern all matters arising out of or related to Sponsor's agreement. Headings within this document are intended for reference only and should not affect the interpretation. Sponsor may not assign its rights or responsibilities hereunder, in whole or in part without ACA's prior written consent. Nothing herein shall confer any right, benefit, interest or remedy to any person or entity other than Sponsor. The T&C may be amended by ACA upon written notice to Sponsor. Sponsor and ACA are independent contractors. Nothing herein creates a relationship of agent and principal, partners, joint venturers or employer-employee between the parties, and no act or obligation of either party will in any way bind the other. Sponsor hereby acknowledges that ACA, when applicable, may take photographs, and create audio and video recordings of any or all the ACA sponsored activities, presentations, or other event happenings occurring in connection with the Event, which may be captured in any form of medium ("Event Content"), and Sponsor hereby authorizes and consents to ACA's right to capture, display and reproduce the Event Content in any manner, including, without limitation, the right to use Sponsor's physical likeness, expression, opinions or other images that are captured in audio, written and/or video form and obtained during or in connection with the Event. Sponsor shall not receive any additional remuneration for such use of the Event Content.

Please email or mail signed agreement to:

ACA International | exhibit@acainternational.org | 3200 Courthouse Lane, Eagan, MN 55121
Phone: (800) 269-1607

Date: 11/24/2020