

# Terms and Conditions

## **Sponsor Registration:**

Sponsor's entitlements are specified in the 'Sponsorship Opportunities' packet to which these Terms and Conditions are attached. **Sponsors must complete the Sponsorship Agreement Form by June 4th of the Sponsorship year and thereby agree to these Terms and Conditions to have its registration for sponsorship processed.**

## **Payment:**

Checks, cashier's checks, money orders, debit/credit cards, and paypal are all acceptable forms of payment. Payments should be made payable to The BeatHeart Foundation. Sponsorship benefits are conditional upon payment of the mutually agreed sponsorship fee. The sponsorship payment, in full, is due at the time of commitment or within seven (7) days of completing the 'Sponsorship Agreement' Form. **Sponsorship payments are to be accepted no later than June 4th of the sponsorship year.** Payments/donations are non-refundable. Your sponsorship is not complete until payment has been received.

## **Sponsorship/Non-Exclusivity:**

Sponsor acknowledges and agrees that the Sponsor is not the sole or exclusive Sponsor of any particular event, and that The BeatHeart Foundation shall be entitled to permit other persons or entities to act as Sponsors of the event, Jams for Jake, or to refrain therefrom, in its sole discretion. Diamond sponsorship opportunities are limited and accepted on a first-come first-served basis based on availability.

## **Sponsor's Promotional Entitlement:**

Sponsor's promotional entitlements are outlined according to level of sponsorship. Sponsor's promotional entitlement is null and void if sponsorship requirements are not met as outlined in this document.

## **Sponsor's Promotional Materials and Deadlines:**

If included within the applicable package, promotional materials will include the sponsor's promotional materials and references to the sponsor, such as the sponsor's name, logo, company description or company advertisement. THE SPONSOR IS RESPONSIBLE FOR PROVIDING PROMOTIONAL MATERIALS TO THE BEATHEART FOUNDATION. To ensure inclusion of any materials, such information and artwork must be provided within the agreed time limit. **The Sponsor is responsible for providing their logo and company description to The BeatHeart Foundation no later than June 4th of the Sponsorship year. All logos should be submitted in the highest possible resolution, no smaller than 10MB, in png format. The Sponsor is responsible for providing their company banner to The BeatHeart Foundation no later than June 15th of the Sponsorship year.** The failure of any sponsor to meet specific deadlines shall not result in the return or any sponsorship fees already paid or relieve the obligation to complete the payment of any remaining sponsorship fees.

## **The BeatHeart Foundation's Use of Sponsor's Materials:**

Except as expressly set forth herein, The BeatHeart Foundation shall have the right, but not the obligation, to use the mark and any other trade-name(s), trademarks and/or logos of the Sponsor in connection with (1) any and all advertising; (2) all merchandise created and sold or otherwise distributed by The BeatHeart Foundation; (3) any photo records and/or audiovisual works, including (without limitation) footage from Jams for Jake and (4) any and all news items, press releases, and/or other information in any media relating to the sponsorship. The Sponsor shall hold The BeatHeart Foundation harmless against any and all actions related to The BeatHeart Foundation's use of the Sponsor's promotional materials and trademarks.

## **Warranties/Representation/Indemnity/Insurances:**

Each party signing represents and warrants that it has the right, power and requisite authority to accept these Terms and Conditions, enter into this Sponsorship, to grant the rights granted in the Sponsorship and to perform the duties and obligations hereunder describing the Sponsorship.

## **Miscellaneous:**

This Sponsorship constitutes the complete agreement between the parties hereto on the subject matter hereof, and all prior or contemporaneous agreements between the parties, whether oral or written, shall be deemed herein. This Sponsorship may not be modified or amended except in writing and executed by all parties. The undersigned, by signing the 'Sponsorship Agreement', acknowledges that he/she has read and understood all of the terms contained herein and set forth by The BeatHeart Foundation.