

Project Sponsor Agreement

Terms & Conditions

Dear Project Sponsor, thank you for your sponsorship. Your sponsor dollars provide funding and resources to the project of your choice and (90% goes direct to objectives of the project, 10% of each sponsorship goes to the foundation administrative costs and or to operational expenses to develop future charitable programs and projects). Welcome. We are glad to have you as a projects sponsor. Together we deliver sustainable support for projects and organizations local to Manitoba, Canada and around the world.

Project Sponsorship Terms & Conditions

NOW THEREFORE in consideration of the mutual covenants of the parties set forth in this Agreement and other good and valuable consideration, the '**Organization**' (Project Blue World Foundation) and '**Sponsor**' (Individual or Organization Sponsoring) agree as follows:

1. **SPONSOR** – Individual or Organization that provides funds, labour or other resources to the Organization in exchange for advertisement, a logo with link (url of choice) on the Organization's project profile on the Organizations website.
2. **PROJECT** – The Project organized and managed by the Organization that the Sponsor wishes to sponsor. Projects each have a profile page on the Organizations website and Sponsor logos with link are listed on the Project profile page.
3. **COMPLIANCE** - The Organization and Sponsor will comply with terms and conditions of this agreement.
4. **TERM** - This Sponsorship Agreement (the Agreement) begins on date of sponsor registration form submission to the Organization by website intake form or by other contract between the Sponsor and the Organization, agreement remains in full force and effect indefinitely until ended. **Sponsorships renew annually.** You will receive an automated reminder to renew each year based on your purchase date. If you do not renew, your logo will be removed from the project. Upon closure of the project you will be offered to transfer to the sponsor the project partner direct or to transfer to another project.
5. **SPONSORSHIP DETAILS:** The Sponsor agrees to enter into sponsorship agreement to provide sponsorship to the project. The Organization is receiving Sponsorship from the Sponsor as per the sponsorship details and terms and conditions set out in this Agreement and registration form (or other contract) details.
6. **LICENSE** – The Sponsor hereby grants the Organization a nonexclusive limited license to use, and display its logo, and trade names (each, a "Sponsor Trademark") in connection with the promotion and advertisement of the Organization and its services.
7. **PAYMENT**– The Sponsor provides payment for sponsorship opportunity as per the size of the Sponsor individual, or company to the Organization and or Payment can be in labour or other resources as per contract between the Organization and the Sponsor.
8. **SPONSOR REPRESENTATIONS AND WARRANTIES** – The Sponsor represents and warrants that it has full authority to enter into this agreement and warrants that the Sponsor's logo and other intellectual property provided to the Organization do not infringe on any third-party rights.
9. **ADVERTISING** – Sponsorship provides advertising opportunity for the Sponsor with the Organization. Sponsor companies gain their logo on the project profile page showcasing their information. The Organization may list Sponsor's logo in presentation materials and may announce Sponsors name and list Sponsors name during public and private presentations, online and at conferences, markets, trade shows or other events or in press releases. The Organization attends many events and is not required to notify the Sponsor of each event or publication as it occurs.
10. **NO GUARANTEE ON ADVERTISEMENTS** - The Organization makes no guarantee of results of advertisement of the Sponsor. The Organization will have no liability, consequential, special, punitive or otherwise, which might arise from the use by the Organization of the Sponsors logo or name

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11. **NO GUARANTEE & COMPLAINT RESOLUTION** - Project Blue World does not guarantee sales and increased contacts for supporting as a project Sponsor. Project Blue World does not guarantee product or services unless it is our own project or service. We may refer and introduce, customers purchase at their own risk. Should we receive complaints we will review, corrective action may include removing Sponsor from the project.
12. **OWNERSHIP**. All Sponsor Trademarks provided to the Organization are the Sponsor's sole property, and the Organization has no ownership or other intellectual property rights in those items.
13. **CHANGES**- The Organization and Sponsor are responsible to communicate and provide information in timely matter relating to any changes that affect the sponsorship.
14. **ADJUSTMENT, RENEWAL OR CLOSURE**- Sponsor agreements are annually renewing, Sponsor can select to terminate or adjust details at time of renewal or the agreement may be ended at any time with written notice to the Organization. Logo will be removed upon termination of sponsorship.
15. **CONFIDENTIALITY** - Each of the Organization and the Sponsor may disclose to the other information it considers confidential to facilitate the Service and ensure confidentiality to be carried out as per contract requirements. The Organization will hold Confidential all information relating to the business of the Sponsor which would reasonably be considered to be proprietary to the Sponsor, its team, suppliers and any beneficiaries of the service.
16. **PRIVACY & SECURITY POLICY** - We respect the privacy rights of our clients, staff and suppliers. We are committed to protecting all personal and organizational information in our possession or control. We use secure confidential systems with back up and 2 factor identification where possible. We have adopted this Privacy & Security Policy to guide how we collect, use and disclose the personal and professional information we require in the course of fulfilling our responsibilities and operating our business. This Privacy Policy applies to all subsidiaries and associated companies and partnerships of PBW and agents.
17. **INDEMNIFICATION** - The Sponsor will indemnify, defend and hold the Organization and their respective directors, officers, staff and volunteers or partners, contractors and suppliers, harmless from and against any and all third party claims, liabilities, damages, and expenses, resulting from the Organizations use of Sponsors Marks in accordance with the terms of this Agreement.
18. **SAFE PRACTICES**-The Sponsor and the Organization will practice professional and safe practices as required.
19. **WAIVER & RELEASE OF LIABILITY** - The Sponsor release forever discharges and holds the Organization harmless from any or all liabilities, claims and demands of whatever kind or nature, which arise from the sponsorship of the Organization. The Sponsor understands that this release discharges the Organization from any liability or claim from the Sponsor in the event of any bodily injury, illness, death or property damages that may arise while performing sponsorship activity.
20. **GOVERNING LAW** - This Agreement will be governed by, and interpreted in accordance with, the laws in force in the Province of Manitoba, and the parties expressly attorn to the exclusive jurisdiction of the courts of Manitoba for enforcement thereof.
21. **COMMUNICATIONS** - Contacts for sponsorship agreement, changes or questions are to be submitted by email to info@projectblueworld.ca.