

# Sponsor Agreement

**Dear Sponsor,** thank you for your sponsorship. Your sponsor dollars provide funding and resources to the foundation and to current and future charitable programs and projects. Together we deliver sustainable support for organizations local to Manitoba, Canada and around the world.

## 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 placement of logo on sponsor page of Organization website. May include inclusion of logo in other informal or formal advertising presentation materials.
2. **COMPLIANCE** - The Organization and Sponsor will comply with terms and conditions of this agreement.
3. **TERM** - This Sponsorship Agreement (the Agreement) begins on date of sponsor intake 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 by either the Organization or the Sponsor.
4. **SPONSORSHIP DETAILS:** The Sponsor agrees to enter into sponsorship agreement to provide sponsorship to the Organization. The Organization is receiving Sponsorship from the Sponsor as per the sponsorship details and terms and conditions set out in this Agreement and intake form (or other contract) details. Sponsorship may be in the form of funding, labour or other resource, to be identified in the intake form or other form of writing between the Organization and the Sponsor. If providing funding the Sponsor agrees to make the payment of funds and Sponsor agrees to provide donation of goods and services as agreed.
5. **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.
6. **PAYMENT**– The Sponsor provides payment for sponsorship opportunity as per the size of the Sponsorship selected to the Organization and or Payment can be in labour or other resources as per contract between the Organization and the Sponsor.
7. **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.
8. **ADVERTISING** – Sponsorship provides advertising opportunity of logo placement on the website for the Sponsor with the Organization. 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.
9. **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
10. **NO GUARANTEE & COMPLAINT RESOLUTION** - Project Blue World does not guarantee items or persons listed as Sponsors. Should we receive complaints we will review, corrective action may include removing Sponsor from the website.
11. **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.

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12. **CHANGES**– The Organization and Sponsor are responsible to communicate and provide information in timely matter relating to any changes that affect the sponsorship.
13. **ADJUSTMENT, RENEWAL OR CLOSURE**– Sponsor can select to terminate or adjust details at any with written notice to the Organization. Organization can select to terminate or adjust sponsor agreement with written notice. Logo will be removed upon termination of sponsorship. (Email or other electronic means is valid form of written notice)
14. **REFUND** - Organization is not responsible for refund of sponsorship dollars or goods unless agreement is terminated within 30 days of purchase. If within 30 calendar days, Sponsor must contact the Organization requesting refund in writing by email to [info@projectblueworld.ca](mailto:info@projectblueworld.ca).
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 the Organization at [info@projectblueworld.ca](mailto:info@projectblueworld.ca). The Organization will use the email address and or phone number provided during the Sponsor intake for correspondence. The Sponsor is invited to follow along and participate in the conversation on social media. Find links to the Organizations social media at website: [projectblueworld.ca](http://projectblueworld.ca).