

## **1. PURPOSE OF CONFERENCE**

The European Shareware Conference e.V. (ESWC E.V) is organized to provide a gateway to facilitate sharing information between shareware developers. As such, they sponsor conferences such as the European Shareware Conference as one means of providing a springboard for dialogue. The main purpose of this conference is educational. Sponsor accepts full responsibility and liability for compliance to all laws and regulations.

## **2. INDEMNITY AND LIMITATION OF LIABILITY**

The Sponsor or the officers, agents, or other representatives shall not be held liable for any damage, loss, harm or injury to the person or property of the ESWC E.V or any of its visitors, officers, agents, employees or other representatives resulting from theft, fire, water, accident or any other cause. The Sponsor shall indemnify, defend and protect the ESWC E.V and save the ESWC E.V harmless from any and all claims, demands, suits, liability, damages, loss, costs, Attorneys fees and expenses of any kind which might result from or arise of any action or failure to act on the part of the Sponsor or its officers, agents, employees or other representatives. It is the responsibility of the Sponsor to maintain proper insurance coverage for its property and liability.

## **3. OBSERVANCE OF LAWS**

Sponsor shall abide by and observe all laws, rules, regulations, and ordinances of any applicable government authority and all rules of the conference venue.

## **4. CANCELLATION OR TERMINATION OF SPONSORSHIP**

If because of war, fire, strike, Conference facility construction or renovation project, government regulation, public catastrophe, Act of God, or the public enemy or other cause beyond the control of the ESWC E.V, the

Conference or any part thereof is prevented from being held, or is canceled by the ESWC E.V, the ESWC E.V in its sole discretion shall determine and refund to the Sponsor its proportionate share of the balance of the aggregate fees received which remains after deducting expenses incurred by the ESWC E.V. In no case shall the amount of refund by Sponsor exceed the amount of the sponsor fee paid.

## **5. AGREEMENT TO TERMS, CONDITIONS AND RULES**

Sponsor agrees to observe and abide by the foregoing Terms, Conditions and Rules and by such additional Terms, Conditions and Rules made by the ESWC E.V from time to time for the efficient or safe operation of the Conference, including but not limited to those contained in the contract. In addition to the ESWC E.V's right to withdraw its acceptance of this Application/Contract, the ESWC E.V in its sole judgment, may refuse to consider for participation in future conferences Sponsors who violate or fail to abide by all such Terms, Conditions, and Rules. There is no other agreement or warranty between the Sponsor and the ESWC E.V except as set forth in this document. The rights of the ESWC E.V under this contract shall not be deemed waived except as specifically stated in writing and signed by an authorized representative of the ESWC E.V.