

# SCDM Sponsorship T&C's

## 1. Definitions

“Agreement” shall mean the sponsorship Application Form and the present “Terms and Conditions”. “Exhibitor/Sponsor” shall mean any person, firm, or organization who/which selects a sponsorship level/sponsorship or exhibition package and to whom/which the Organizer allocates a booth or a speaking slot in the below-said event. “Organizer” shall mean MCI Group. SCDM India Annual Conference 2023” or “AC India” shall mean the event, which will take place on 1–2 December 2023.

## 2. Application for participation and acceptance

All applications for participation to the event shall be made through the sponsorship application form. The sponsorship application form shall be submitted to the Organizer to the following email address: [shailendra.shukla@wearemci.com](mailto:shailendra.shukla@wearemci.com)

The Organizer shall send the corresponding invoice to the Exhibitor/Sponsor. The submission to the Organizer of the signed sponsorship application form shall be deemed to be confirmation of participation and full acceptance of the entire Agreement. The Organizer shall be bound by the Agreement upon submission by the Organizer of the corresponding invoice to the Exhibitor/Sponsor. The Agreement shall terminate upon the completion of the event.

## 3. Terms of payment

a) 100% of the total amount indicated in the chosen sponsorship or exhibition package

b) The invoice shall be paid within 30 days of the date of its receipt.

c) Payment within the timeline indicated in the invoices is a prerequisite condition for the Sponsor/Exhibitor's participation in the event and/or use of the booth.

d) In the event of default of payment within the timeline, the Exhibitor/Sponsor's application shall be deemed to be cancelled and 100% of the total amount indicated in the chosen sponsorship level or exhibition package is due by the Sponsor/Exhibitor to the Organizer as a penalty fee. The Organizer shall reserve the right to claim all payment due from the defaulting Exhibitor/Sponsor.

The Exhibitor/Sponsor shall not be entitled to any form of compensation whatsoever, whether for loss of profits or otherwise.

## 4. Withdrawal/cancellation

The Exhibitor/Sponsor will not be permitted to withdraw from, cancel, alter or reduce in any way his/her/its booking of the event. The Organizer may consider special cases and, in its sole discretion, grant partial refunds to the Exhibitor/Sponsor. In such cases, the Exhibitor/Sponsor will provide written notice to the Organizer.

The amount of the possible refund depends on how many weeks prior to the start of the event the withdrawal/cancellation is made known to the Organizer. Cancellation fee:

a) More than 12 weeks prior the event: 50% of the total amount indicated in the chosen sponsorship level/sponsorship or exhibition package.

b) Within 12 weeks prior the event: 100% of the total amount indicated in the chosen sponsorship level/sponsorship or exhibition package.

## **5. Force majeure**

a) The Organizer is not responsible for either the partial or total non-execution of the contract in the event of accident, an act caused by a third party, such as Acts of God including, without limitation, war, threats, communicable disease or acts of terrorism or similar acts, a governmental elevation of the terrorism alert level, or any other cause comparable events or disaster beyond the parties' control which prevents the Organizer from organizing the AC or if for the same reasons the congress is cancelled.

b) Should the conference be cancelled or held in a virtual format due to the COVID-19 pandemic (including any variant), the Organizer will pay to the sponsors who wants to cancel his/her/its participation, a refund of the portion of their sponsorship fees corresponding to the remaining amount after deduction of the expenses already committed and/or paid by the Organizer in connection with the organisation of the conference. The expenses charged will not be higher than 50% of the sponsorship amount contracted by each Exhibitor/Sponsor.

Should the conference be postponed by the Organizer for whatever reason, an Exhibitor/Sponsor can transfer his/her/its committed sponsorship amount to the conference on the new conference dates. Alternatively, if a sponsor wants to cancel its participation, the conditions as set out in the previous paragraph apply.

## **6. GDPR information notice**

a) In accordance with European data protection regulation, in particular Regulation (EU) No. 2016/679 on the protection of natural persons with regard to the processing of personal data, the Organizer, as data controller, processes the Exhibitor/Sponsor's personal data for the purposes of (i) managing and organising the event, in particular the management of Exhibitor/Sponsor's virtual booth (ii) managing and organising prospecting and loyalty (iii) enabling the Exhibitor/Sponsor to benefit from our services (iv) enabling the Exhibitor/Sponsor to receive our news. These data processing have as legal basis the execution of the contract: the information we collect is necessary for the implementation of the contract to which the Exhibitor/Sponsor has adhered, failing which the contract cannot be executed.

Exhibitor/Sponsor's data are retained for the time necessary for processing purposes, namely 5 years from the end of the business relationship.

For processing purposes, the data of the Exhibitor/Sponsor's data — or transmitted by him — will be transmitted to the following recipients: management service providers of our Customer Relationship Manager, service providers in charge of management, event service providers (reception service providers, security, printing, etc.).

The data necessary for the Organizer to fulfil the purposes described above are those appearing on this order form. In accordance with the regulations in force, the

Exhibitor/Sponsor benefits from a right of access, rectification, limitation, deletion and portability on his data. The Exhibitor/Sponsor may also object to the processing of his personal data concerning him and lodge a complaint with the data protection and control authority.

The Exhibitor/Sponsor may exercise his rights by sending a request to the following address: [scdmevents@scdm.org](mailto:scdmevents@scdm.org) or by contacting our Data Protection Officer (DPO): [anne.lesca@mci-group.com](mailto:anne.lesca@mci-group.com)

b) In any event, the Exhibitor/Sponsor acknowledges compliance with European data protection regulations for its own processing, including Regulation (EU) No. 2016/679 on the protection of personal data, foremost among which the integrity and confidentiality of data communicated by participants and compliance with their data-retention periods. In case of communication to the Organizer by the Exhibitor/Sponsor of a personal data file, the Exhibitor/Sponsor acknowledges having informed and obtained the consent of the person(s) concerned by this communication.