TERMS AND CONDITIONS FOR SPONSORS

CORPORATE PARTICIPATION: Our sponsors and exhibitors bring additional resources to enhance the Annual Meeting. The American Council on Education (ACE) recognizes Sponsors and Exhibitors for their support through the Annual Meeting website, mobile app, program book, on the exhibit floor, and at select events in a manner determined by ACE to be appropriate. ACE reserves all rights and decision-making authority over all aspects of the sponsorship element of the Annual Meeting, including but not limited to, selection of Sponsors, identification of appropriate sponsorships, recognition of Sponsors, and any and all other terms, conditions, and fees consistent with established policies involving ACE Sponsors.

ELIGIBLE SPONSORS: ACE reserves the right to determine the eligibility of any Sponsor and further reserves the right to reject any application for any reason.

SCOPE: ACE will provide appropriate acknowledgement and recognition of Sponsor in accordance with ACE sponsorship policies and procedures, including those set forth in the Annual Meeting Prospectus and Annual Meeting website, and with applicable laws and Internal Revenue Service rules and regulations. ACE and Sponsor agree that the purposes of the Annual Meeting will be educational in nature, that no product promotion by ACE is intended in connection with the Annual Meeting, and that the Annual Meeting will be conducted in accordance with relevant ACE sponsorship policies and procedures. In addition, Sponsor’s participation in the Annual Meeting does not convey ACE’s approval, endorsement, certification, acceptance, or referral of any product or service of Sponsor. No materials developed on intended for use in connection with the Annual Meeting may be distributed or otherwise used prior to advance review and written approval by ACE. Sponsor acknowledges that funds provided for purposes as stated herein represent a contribution to ACE. Materials provided by sponsor (e.g., signage, brochures and flyers) to ACE may not contain language constituting a statement of quality (i.e., statements concerning product or service superiority or comparative language) or indicate an endorsement by ACE of the sponsor’s products or services. It is ACE’s intention that funds awarded under this agreement will be used in a manner consistent with a sponsorship transaction and not provided in exchange for endorsement by ACE.

CANCELLATION OR WITHDRAWAL: No refund will be made if Sponsor cancels the sponsorship after January 8, 2016.

TERMINATION OF ANNUAL MEETING: If ACE determines that the premises where the Annual Meeting is to be held have become unfit for occupancy, or if the premises are materially interfered with by reason of strike, embargo, injunction, act of war, act of God, terrorist attack or threat, any other emergency, or any act or event not the fault or beyond the control of ACE, the Agreement may be terminated by ACE. In the event of such termination, the Sponsor waives any and all damages and agrees that ACE may, after deducting all costs and expenses, including a reserve for claims, refund to Sponsor as a complete settlement and discharge of Sponsor’s claim and demands, its pro rata amount of all monies paid by all sponsors, if other sponsors are involved in the Annual Meeting.

COLLECTION POLICY: Sponsor agrees to pay any and all costs incurred by ACE to collect any or all portion of fees and dues owing to ACE that have not been paid in full prior to the Annual Meeting. Failure to pay the entire sponsorship balance by January 8, 2016, entitles ACE to cancel the sponsorship and retain all prior payments.

OPPORTUNITY FOR RIGHT OF FIRST REFUSAL: ACE reserves the right of first refusal to the previous year’s sponsor for select 2016 ACE Annual Meeting sponsorship opportunities, with an agreement deadline to be established at ACE’s sole discretion.

NAMES AND TRADEMARKS: ACE shall have the right to use Sponsor’s name, trademark, and logo, limited to the terms of this Agreement. Sponsor shall not have the right to use any of ACE’s names, trademarks, logos, or copyrights without prior written approval.

LIMITATION OF LIABILITY: Sponsor agrees to make no claim for any reason whatsoever against ACE, the hotel, or the city and/or state where the Annual Meeting is held for any loss, including theft, damage, or destruction of goods, or for any injury to Sponsor or its employees, including while the Annual Meeting is in process, being set up, or being taken down. Sponsor agrees to indemnify and hold harmless ACE and its officers, directors, employees, and agents from and against any and all claims of any person arising out of acts, omissions, or negligence of Sponsor, its agents, or employees.