

# SPONSORSHIP TERMS AND CONDITIONS OF SALE

divine [id] is a French event management company (medical conferences in particular) with €12,000 in share capital, registered with the Commercial and Companies Registry of Marseille under number 449 895 333. Its legal representative is V erane Bergeron Moreau, Managing Director. Its corporate headquarters are located at:

17 rue venture | 13001 MARSEILLE | France  
EU Tax Number FR 75449895333  
Tel: +33 (0)4 91 57 19 60- Fax: +33 (0)4 91 57 19 61  
Email: [info@divine-id.com](mailto:info@divine-id.com)

## 1. APPLICATION

**1.1.** The present general Terms and Conditions of Sale apply to the services linked to the booking of a sponsorship of a congress (hereafter the Event) organized by divine [id] (hereafter the Agency), by a company (hereafter the Sponsor), to the exclusion of any other provision.

**1.2.** Any reservation of sponsorship for an event by returning the completed and signed order form or by simple confirmation by e-mail implies acceptance without reserve of these General Terms and Conditions of Sale in their entirety.

**1.3.** divine [id] reserves the right to modify the present General Conditions of Sale. Only the General Terms and Conditions of Sale in force on the day of the reservation will be applicable to the registration.

## 2. OBLIGATIONS AND RIGHTS OF THE SPONSOR

**2.1.** The contract is considered to be definitively formed when the Company sends its reservation to the Agency. On receipt, the Agency sends an invoice which constitutes acceptance of the reservation and create the Partnership.

**2.2.** The total amount summed up on the Booking Form is due and shall be paid by the Company 90 days before the event. 50% of the total amount is due at the date of order in Euros, by Bank Check to SARL divine [id] or by Bank Transfer to:

Beneficiary: SARL divine [id]  
Bank: Banque Cr edit Agricole Alpes Provence  
IBAN: FR76 1130 6000 9348 1141 8671 957  
BIC: AGRIFRPP813

**2.3.** Any local taxes or fiscal obligations referred in the Booking Form shall be covered entirely by the Company.

**2.4.** Should full payment not be made within the period established in clause 2.2. by mutual agreement, the Company shall pay divine [id] interest on the amount outstanding at a rate of 2,10 % per month from the payment due date and until full payment is actually received by

divine [id]. Administrative fees of 50 euros will be added to the first partnership contract.  
2.5. If the Sponsor wishes to cancel its participation, no refund of the deposit or allowance will be made.

### **3. ORGANIZER'S OBLIGATIONS**

Divine [id] will do its best to allocate the booth spaces to the Sponsor according to its expectations. However divine [id] reserves the right to modify or cancel any arrangements should it be judged necessary for the running of the congress, without any compensation for the Sponsor. Any decoration or special fitting out must be previously agreed by divine [id].

### **4. LIMITATION OF LIABILITY**

**4.1.** Should it become impossible to use the venues on the dates planned due to force majeure, the Organising Committee will be obliged to reimburse the sums paid, less the sums committed for the preparation of the event.

**4.2.** The Agency cannot be held responsible for any delay or change in the date of the event following a decision of the directors of the congress or following a case of force majeure.

### **5. CANCELLATION**

**5.1.** The cancellation of the Partnership will not be accepted unless received within seven working days from the date of the reservation, accordingly written and signed by the same individual who, in the name of the Sponsor, signed the contract. The cancellation document should be sent by registered or certified mail to divine [id].

**5.2.** Divine [id] will reject any cancellation received 30 days before the date of the Event, and this will result in the Sponsor paying the Agency the full amount of the sponsoring.

**5.3.** Any request for cancellation 7 days after the booking and up to 30 days before the Event will be subject to penalties of 80% of the total amount of the booking.

**5.4.** In the event of total cancellation of the event following an administrative or governmental decision, as well as following a case of Force Majeure, the Agency will reimburse the Sponsor by applying a 20% deduction to cover the incompressible organizational costs if there is no possibility to reschedule or redefine the event. In case of report of the event following cancellation due to Force majeure, the initial sponsorship will be shifted to the following event.

**5.5.** If the congress is postponed, the amount of the signed package is automatically carried over to the new dates. If the congress is changed to a hybrid format, the amount of the signed package is maintained for the new format and adapted with additional digital or on-site advantages (e.g. provision of roll up, insertion of bags...) to compensate for the drop in attendance and contacts. In case of a 100% virtual congress, the amount of the signed package is automatically carried over in its entirety but the content of the package will be adapted to the new format with digital actions of virtual communication (e.g.: newsletter, banner on the website, logo on the website, virtual stand, collaborative platform, chats, etc...). If the sponsor

wishes to cancel his participation despite everything, the general conditions apply: any cancellation request will be subject to penalties of 80% of the total amount of the reservation.

## **6. JURISDICTION**

The signing parties agree all disputes arising from the present contract can be settled finally before the Court of Commerce of Marseille.

## **7. DEGRADATION**

Upon the booth delivery, the sponsor will be obliged to have someone assess any damage that may exist. This complaint must be made to the Event Project Manager on the very same day of the taking of possession. After this period, any repair to be carried out will be invoiced to the sponsor. The use of the booths walls, poles or floors as supports for weight or mechanical forces is strictly prohibited; any violation/infringement/breach would entail the exhibitor's full liability in the event of deterioration, or any inconvenience caused to the other exhibitors or in case of accident.

## **8. VISITORS**

divine [id] reserves the right to expel any person whose attitude would justify such a measure, or who would not respect the posted rules of the place and the Event.

## **9. FINAL PROVISION**

**9.1.** This contract can only be modified in writing by both parties. Therefore any notification submitted by each party and / or any modification introduced in the present contract must be established in writing, signed by the same individual who signed the contract on behalf of the Company and accordingly accepted in any case by both parties.

**9.2.** Partial modifications shall not have the effect of rendering the contract invalid.

**9.3.** This contract will take effect from the date the Sponsor signed the order form or confirmed the sponsoring reservation by email. The sponsor accepts the present Terms and Conditions by reserving a sponsorship as well as all the new provisions that may be introduced, imposed by circumstances and adopted by the organizer in the interests of the event.

**9.4.** The signing of the present contract implies the commitment to neither organize nor encourage meetings, venues or events held during the schedule of the official program without the agreement of divine [id].

Terms and conditions updated as of April 2021.