Sponsorship opportunities

21st Annual International Mergers & Acquisitions Conference
5 – 6 June 2024, New York, USA
Non-law firms only

ALL SPONSORSHIP PACKAGES ARE NON-EXCLUSIVE AND NON-NEGOTIABLE


<table>
<thead>
<tr>
<th>Benefits</th>
<th>Headline conference sponsorship £7,000</th>
<th>Associate conference sponsorship £5,000</th>
<th>Exhibitor display table £2,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Complimentary sponsor delegate passes. Sponsor delegate passes, given away as part of a sponsorship agreement, cannot be used by speakers, moderators, panellists, Chairs or Co-Chairs, press, adjudicators or anyone listed in the programme. Complimentary delegate passes can only be used by a representative of the sponsoring company or by an in-house/general counsel of a company proposed by the sponsor. The sponsor delegate pass cannot be given to a private practitioner of a law firm. Registration of complimentary delegate passes must be completed no later than 14 days prior to conference commencement date.</td>
<td>Three</td>
<td>Two</td>
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<tr>
<td>Complimentary attendance to all social events including ticketed dinners for named sponsor delegates</td>
<td>Yes</td>
<td>Yes</td>
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<tr>
<td>Option to provide two minute promotional video of company, played as delegates enter meeting room prior to each session commencing. Video to be supplied in .WMV format.</td>
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<tr>
<td>Sponsor logos to appear on all conference promotional materials from date of booking. (Logo to be supplied in EPS Vector format)</td>
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<tr>
<td>Sponsor logo on the cover of the online and final programmes</td>
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<tr>
<td>Sponsor logo to appear inside online and final programmes</td>
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<tr>
<td>Sponsor logo to appear on the conference holding slide in main session room</td>
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<tr>
<td>Sponsor logo to appear on general conference signage</td>
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<tr>
<td>Sponsor logo on signage at conference reception</td>
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<tr>
<td>Sponsor logo on signage at conference refreshment breaks</td>
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<tr>
<td>Sponsor logo on signage at conference luncheon</td>
<td></td>
<td></td>
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<tr>
<td>Sponsor/exhibitor logo and link on the conference website</td>
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<tr>
<td>Exhibitor display table</td>
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<tr>
<td>Two exhibitor passes (Exhibitor passes given away as part of an exhibitor sponsorship package, cannot be assigned to a lawyer, even if they are no longer practicing or retired. In addition, the passes cannot be assigned to speakers, panelists, Chairs or Co-Chairs, members of the press or adjudicators. Exhibitor pass holders cannot attend working sessions or social events other than the opening reception, if held. Registration of exhibitor passes must be completed no later than 14 days prior to the conference commencement date).</td>
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<tr>
<td>Full page colour advertisement to be included in the online programme. Artwork to be supplied no later than 14 days before the conference commencement date.</td>
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<tr>
<td>Full page colour advertisement to be included in the final programme. Artwork to be supplied no later than 14 days before the conference commencement date.</td>
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<tr>
<td>Sponsors acknowledged via IBA LinkedIn accounts</td>
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</tbody>
</table>

IBA sponsorship packages do not include speaking opportunities. Speaking opportunities cannot be linked to sponsorship discussions or financial arrangements. Neither officers, nor representatives of the Sponsorship Department are authorised to agree, discuss or confirm speaking opportunities at an IBA conference as part of a sponsorship or financial agreement. Please notify Jenny Roote, Sponsorship Sales Manager, International Bar Association on jenny.roote@int-bar.org if you are asked to sponsor a conference or event as a condition of an invitation to speak at the conference.

Should you wish to be considered for a speaking position at an IBA Conference, please email conferences@int-bar.org stating the conference of interest and ask to be put in touch with the relevant Conference Chair.

For further information on sponsorship please contact Jenny Roote on jenny.roote@int-bar.org or telephone on +44 (0) 207 842 0090
Available to all

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Benefits | Headline social event sponsorship £6,000 | Conference reception sponsorship £4,000 | Conference refreshment break sponsorship £3,500 | Conference luncheon sponsorship £3,500
--- | --- | --- | --- | ---
Complimentary sponsor delegate passes. Sponsor delegate passes, given away as part of a sponsorship agreement, cannot be used by speakers, moderators, panelists, Chairs or Co-Chairs, press, adjudicators or anyone listed in the programme. Complimentary delegate passes can only be used by a representative of the sponsoring company or by an in-house/general counsel of a company proposed by the sponsor. The sponsor delegate pass cannot be given to a private practitioner of a law firm. Registration of complimentary delegate passes must be completed no later than 14 days prior to conference commencement date. | Three | One | One | One
Complimentary attendance to all social events including ticketed dinners for named sponsor delegates | Yes
Option to provide two minute promotional video of company, played as delegates enter meeting room prior to each session commencing. Video to be supplied in .WMV format. | • | • | • | •
Sponsor logo to appear inside online and final programmes. (Logo to be supplied in EPS Vector format) | • | • | • | •
Sponsor logo to appear on the conference holding slide in main session room | • | • | • | •
Sponsor logo to appear on general conference signage | •
Sponsor logo on signage at conference reception | • | •
Sponsor logo on signage at conference refreshment breaks | • | •
Sponsor logo on signage at conference luncheon | • | •
Sponsor logo and link on the conference website | • | • | • | •
Full page colour advertisement to be included in the online programme. Artwork to be supplied no later than 14 days before the conference commencement date. | •
Full page colour advertisement to be included in the final programme. Artwork to be supplied no later than 14 days before the conference commencement date. | •
Sponsors acknowledged via IBA LinkedIn accounts | • | • | • | •

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Assignment of sponsorships
All sponsorships are non-exclusive and non-negotiable.

Interpretation and definitions
In this agreement, unless the context otherwise requires, the following definitions shall apply:
1. ‘sponsorship’ includes Headline social event sponsorship, Conference reception and dinner sponsorship, Conference lunches sponsorship, Conference refreshment sponsorship or any other category named by the IBA.
2. ‘sponsor’ means an organisation that is named as one of the Headline social event sponsors or any other category named by the IBA.
3. ‘IBA’ means International Bar Association
4. ‘GDPR’ means the General Data Protection Regulation (Regulation (EU) 2016/679), as amended or replaced from time to time.
5. ‘Data Protection’ means the GDPR and all other national, international, or other laws related to data protection and privacy that are applicable to any territory where IBA or Sponsor processes personal data or is established.

Application/cancellation of sponsorship
Applications to sponsor a social event at an IBA specialist conference must be made by clicking on the appropriate link in this pack and completing the relevant online booking form. Sponsorship packages, including benefits and costs cannot be shared between firms or companies. No discount or refund will be given for non-use of benefits by the sponsor associated with a sponsorship package.

Should the sponsor wish to withdraw from being a sponsor of the chosen IBA specialist conference after placing an order, the sponsor will be liable to pay the following amounts:
- Cancellation after Sponsor logo is placed on the relevant IBA specialist conference website: 30 days prior to the conference commencement date, 50 per cent of agreed value of invoice.
- Cancellation 60 days prior to the conference commencement date as shown on the relevant conference webpage, 90 per cent of the agreed value of invoice.
- Cancellation 30 days or less prior to the conference commencement date as shown on the relevant conference webpage, 100 per cent of the agreed value of invoice.

Cancellation of sponsorship must be directed in writing to:
Andrew Webster-Dunn, Sponsorship Director, International Bar Association, Chancery House, 53-64 Chancery Lane, London, WC2A 1QS United Kingdom or andrew.webster-dunn@int-bar.org

Invoicing
We are now issuing pro-forma invoices rather than final invoices as we recognise income on a cash receipts basis, as such we cannot issue an invoice until the pro-forma invoice is paid. This is a recognised practice by HMRC as per guidelines published in 1970 (see below) and allows us to comply with the VAT regulations imposed on us by the UK authorities. Pro-forma invoices will be sent within 48 hours of the booking being placed. The invoice and receipt will be issued as soon as payment is received, the pro-forma invoice contains all the details that would be included on an invoice, including the VAT rate charged it has just has the words pro-forma instead of invoice.

HMRC Published Guidelines (since 1970)
If you need to issue a sales document for goods or services, you have not supplied yet you issue a pro-forma invoice. A pro-forma invoice IS a valid invoice requiring your payment. A pro-forma invoice IS NOT a VAT invoice (you will receive one of those automatically on payment).

All invoices must be paid within 30 days of the date on the invoice or no later than 30 days prior to the conference start date. Invoices remaining unpaid at the commencement of the conference must be paid in full at the conference before delegate and or exhibitor passes are released. For the avoidance of doubt, you shall not be permitted entry to the Conference unless full payment has been received by us.

No deductions or withholdings
All fees payable to us by you in accordance with the terms contained in this ‘Information’ section shall be paid free and clear of all deductions or withholdings whatsoever. If any deductions or withholdings are required by law to be made from any fees payable to us by you under the terms contained in this ‘Information’ section you shall pay such sum as will, after the deduction or withholding has been made, leave us with the same amount as we would have been entitled to receive in the absence of any such requirement to make a deduction or withholding.

If we obtain the benefit of any tax credit or other relief by reference to any such deductions or withholdings, then we shall repay to you such amount as, after such repayment has been made, will leave us in no worse position than we would have been had no such deductions or withholdings been required.

Contract acceptance
The acceptance of the booking shall be at the discretion of the IBA, and upon acceptance, becomes a contract. By completing the online booking form, the sponsor agrees to comply with, and be subject to, the terms and conditions contained in this document. The IBA reserves the right to refuse or deny sponsorships to prospective companies, with no explanation.

Mailing lists
The IBA does not provide mailing list for any of its conferences.

Sponsorship and speaking at an IBA conference
Under IBA Policy, speaking opportunities at an IBA conference or event CANNOT be linked to exhibiting or sponsorship discussions. Neither Officers, nor representatives of the IBA Sponsorship Department are authorised to agree, discuss or confirm speaking opportunities at an IBA conference as part of a sponsorship agreement. If you are invited to speak at an IBA conference, and told that a condition of this invitation is that you MUST also pay to be a sponsor at the conference, please email Andrew Webster-Dunn, Head of Advertising and Sponsorship, International Bar Association on andrew.webster-dunn@int-bar.org

Sending proof of the agreement. If it is proven in writing that being a sponsor is a condition of your speaker invitation, the necessary steps will be taken to reimburse your sponsorship funds and you with the sponsorship benefits.

Conference Chair and Co-Chairs
Conference Chair and Co-Chairs are not authorised to agree sponsorship programmes, costs or benefits. Any sponsorship arrangements made by a Conference Chair and Co-Chairs of the said conference will be subject to amendments to comply with IBA policy.

Complimentary sponsor delegate badges
Sponsor delegate badges given as part of a sponsorship agreement, cannot be assigned to speakers, panellists, moderators, Conference Chair or Co-Chairs, press, adjudicators, or anyone listed in the programme as speaking in any capacity. A sponsor delegate badge can only be used by a representative of the sponsoring company in their capacity as a delegate or by an in-house/general counsel of a company proposed by the sponsor. The sponsor delegate pass cannot be given to a private individual or any other person. No transfer of delegate passes will be allowed to consultancy companies linked to a law firm. Delegate badges cannot be shared by multiple people. Delegate badges must be always worn and visible and cannot be altered. Sponsor delegate badges entitle the delegate to the same benefits as a paying delegate. Sponsor delegate badge holders may attend all non-ticketed social events, sessions, and purchase tickets to any other IBA ticketed social events. The delegate badge is valid for the duration of the conference, for the named delegate. A Sponsor delegate online registration form must be completed by the sponsor to obtain the Sponsor delegate badge. Notification of changes to free delegate passes must be sent via e-mail, to the appropriate member of the IBA Sponsorship team no later than five working days prior to the commencement of the conference. No amendments will be made to the event, only the people on the registration form may attend the conference. No discount or refund will be given for non-use of complimentary delegate passes.

IBA best practices policy for attendees and sponsors
IBA provides opportunities for sponsors to have direct exposure to conference attendees during the selected conference defined in this document. All conference sponsors are expected to abide by the following policy, conference sponsors will not detract from any other company’s investment by competing with the sponsored event, e.g., the hosting of an event at the same time as an IBA sponsored event.

Exhibitors and the exhibition hall
Law firms cannot exhibit or distribute literature promoting their firm at an IBA specialist conference.

Social event sponsors
Sponsors of IBA social events are NOT permitted to erect or display signage or distribute gifts or promotional literature of any kind. No speeches by sponsors are permitted during the sponsored event. The collection of delegate data at an IBA social event is strictly prohibited.

Conference signage/banners logo placements
The logo of a social event sponsor will appear on signage at the relevant sponsored event. Logo placements will be placed in alphabetical order from left to right. Only logos for co-sponsors and Headline Conference sponsors are permitted to appear on the main programme. Logos will only be permitted to appear on signage or banners to the individual social event sponsors. The number of banners and signs at a conference will be determined by the IBA.

Artwork
The IBA will not make amendments to materials supplied for advertisement, where the materials do not conform to IBA's published requirements. Please note that logos will be sized to fit into a box 150 (w) x 60 (h) pixels, when used on the IBA website. All artworks will be used as supplied. Any amendments may incur additional charges.

Programme logo placements
Logos attributed to organisations supporting and/or sponsoring a specialist conference will appear inside the conference programme alongside the logos of all other organisations supporting and/or sponsoring the conference. Logos will not appear on covers, conference programmes, costs or benefits. Any sponsorship arrangements made by a Conference Chair and Co-Chairs of the said conference will be subject to amendments to comply with IBA policy.

Programme – advert placements
Adverts attributed to organisations supporting and/or sponsoring a specialist conference will appear at the back of the online and final conference programme. Adverts will appear in alphabetical order as follows: Conference Headline, Headline Social Event Sponsor, Associate Conference Sponsor and Conference dinner sponsor.

Website logo placements
Logos attributed to organisations supporting and/or sponsoring a specialist conference will appear on the conference website in the following category order: Headline conference, Headline social event, Associate conference, Conference dinner, Conference reception, Conference luncheon, Conference refreshment breaks, Conference breakfast, exhibitor, supporters, and lanyards. Logos within a sponsorship category will be listed in alphabetical order, from top to bottom. All artworks will be used as supplied. Any amendments may incur additional charges.
Promotional video
Maximum duration of promotional video is to be two minutes. Only content relevant to the sponsoring company will be shown. Video to be played as delegates enter meeting room prior to each session commencing. Video content will appear in category order as follows: Headline Conference and Headline Social Event Sponsor. Within each category of sponsorship, video content will appear in alphabetical order.

Function space
It is understood that no rooms, suites, or other space in the conference hotel are to be used for exhibition purposes, workshops or other exhibitor sales-related use. Hosting invitational cocktail parties, open houses, and similar exhibitor-sponsored affairs, should be checked with the IBA conference management as not to conflict with any of the programmed events.

Conference postponement or cancellations
IBA at its discretion shall have the right to postpone or cancel the conference and shall be liable in no way to the sponsor for losses resulting from such delay or cancellation. IBA will not be liable for fulfillment of this contract, if non-delivery is due to any of the following causes including, but not limited to: damage caused by fire, act of God, public enemy, war, or insurrections, strikes, global pandemic, the authority of the law, or for any cause beyond IBA’s control. It will however, in the event of it not being able to hold a conference for any of the above-named reasons reimburse the sponsor for the amount already paid for the sponsorship.

Data Protection
For the purposes of this agreement and party’s processing of personal data in connection with this agreement, the parties agree that each party acts as an independent data controller. Each party shall (i) only process personal data in compliance with, and shall not cause itself or the other party to be in breach of, Data Protection Law, (ii) only process the other party’s personal data as reasonably necessary to perform its obligations and exercise its rights under this agreement; (iii) ensure that it has obtained all necessary rights, permission and/or consents required for the disclosure of personal data to the other party as specified in the agreement, and (iv) act reasonably in providing such information and assistance as the other party may reasonably request to enable the other party to comply with its obligations under Data Protection Law.

For the purposes of this agreement, the terms personal data, controller, processor, processing, data subject and supervisory authority shall have the meanings ascribed to them under the GDPR. IBA Privacy Policy
https://www.ibanet.org/web-privacy-policy.aspx

Amendments
Any and all matters and questions not specifically covered by the preceding regulations shall be subject to the decision of the IBA. Sponsors shall be notified in writing of any amendments to these regulations.

Questions
Contact Andrew Webster-Dunn, Sponsorship Director, International Bar Association, at +44 (0)20 7842 0090 or e-mail at andrew.webster-dunn@int-bar.org

Governing law and jurisdiction
This Agreement shall be exclusively governed and construed in accordance with the laws of England and Wales without regard to Headlines of conflicts of law.