

# SPONSORSHIP & EVENT MARKETING CONTRACT

March 10-11, 2010 • Anaheim Hilton • Anaheim, CA USA • www.nutraconference.com



## SPONSORSHIP LEVELS ARE ACHIEVED BY PURCHASING OPPORTUNITIES FROM THE MENU BELOW

- Platinum Sponsor: \$30,000     
  Gold Sponsor: \$12,000     
  Silver Sponsor: \$7,500

### Sponsorship Opportunities

- Conference Reception (stand alone event sponsorship): \$12,000 ..... \$ \_\_\_\_\_
- Conference Breakfast (stand alone event sponsorship): \$12,000 ..... \$ \_\_\_\_\_
- Conference Luncheon (stand alone event sponsorship): \$12,000 ..... \$ \_\_\_\_\_
- GMP Pocket Guide: \$12,000 ..... \$ \_\_\_\_\_
- Interactive Polling Session: \$12,000 ..... \$ \_\_\_\_\_
- Conference Padfolio: \$10,000 ..... \$ \_\_\_\_\_
- Networking Break: \$7,500 ..... \$ \_\_\_\_\_
- Coffee Hour: \$7,500 ..... \$ \_\_\_\_\_

### Educational Tracks

- Mainstreaming of Natural Sweeteners Track Co-Sponsorship: ..... \$ \_\_\_\_\_
  - \$9,000 (shared category)     \$15,000 (exclusive category) .....
- Healthy Aging Track Sponsorship:  \$10,000 (1 day)     \$15,000 (2 day) ..... \$ \_\_\_\_\_
- Digestive Health Track Sponsorship: \$10,000 ..... \$ \_\_\_\_\_
- New Developments in Botanicals and Extracts Track Sponsorship: \$10,000 ..... \$ \_\_\_\_\_
- Healthy Oils Track Sponsorship: \$10,000 ..... \$ \_\_\_\_\_
- Obesity Track Sponsorship:  \$10,000 (1 day)     \$15,000 (2 day) ..... \$ \_\_\_\_\_

### Additional Marketing Opportunities

- Hotel Door Drop: 2 Hotels \$6,650 (Hilton, Marriott, Paradise Pier, and Grand California only) 1 hotel \$5,200 . \$ \_\_\_\_\_
- Badge Mailing (Natural Products Expo West Exhibitors: only \$6,000/  
Natural Products Expo West, SupplyExpo, & Nutracon Attendees: \$7,000) ..... \$ \_\_\_\_\_
- Nutracon Conference Bags: \$5,000 ..... \$ \_\_\_\_\_
- Conference Workbook Advertisement:     Book Banner/\$5,000
  - Full-page, 4-color, Back Cover/\$2,500     Full-page B&W Ad/\$1,000
  - Half-page, B&W/\$750     Quarter-page, B&W/\$500 ..... \$ \_\_\_\_\_
- Conference Registration Pens: \$3,000 ..... \$ \_\_\_\_\_
- Bookmarks: \$3,000 ..... \$ \_\_\_\_\_
- Tabletop Exhibit: \$2,500 ..... \$ \_\_\_\_\_
- Badge Holder: \$2,300 ..... \$ \_\_\_\_\_
- Bag Inserts: \$2,000 (Nutracon and SupplyExpo Attendees, and Natural Products Expo West Exhibitors) .. \$ \_\_\_\_\_
- Luggage Tags: \$1,500 ..... \$ \_\_\_\_\_
- Progressive Lunch: \$1,250 (1 table) ..... \$ \_\_\_\_\_
- Scientific Poster Sessions: \$500 ..... \$ \_\_\_\_\_
- Other \_\_\_\_\_ \$ \_\_\_\_\_

**Total**    \$ \_\_\_\_\_

### SPONSOR INFORMATION

Company Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 City \_\_\_\_\_ St \_\_\_\_\_  
 Country \_\_\_\_\_ Postal Code \_\_\_\_\_  
 Tel \_\_\_\_\_  
 Fax \_\_\_\_\_

E-mail: \_\_\_\_\_  
 If, like many of our customers, you would like to receive relevant, informative e-mail from any of the following, please check yes:

- from Supply/Expo  yes  no    from New Hope Natural Media     yes  no  
 from Nutracon     yes  no    from Penton Media/third party businesses     yes  no

Company Contact \_\_\_\_\_  
 Title \_\_\_\_\_  
 Billing Contact \_\_\_\_\_  
 Title \_\_\_\_\_

### CANCELLATIONS:

No refunds will be issued. Cancellations do not relieve exhibitor of its obligation under this contract.

### PAYMENT

**CHECK:**  
**(payable to New Hope Natural Media):**  
 Mail to: Accounting Department  
 Penton Media/Supply/Expo  
 1401 Pearl Street  
 Boulder, CO 80302 USA  
**Fax: 913.514.6996**

**BANK WIRE:** (Include a copy of your wire with this information.  
 Please indicate on your wire that this payment is for Nutracon.)  
 Penton Media, Inc.  
 JPMorgan Chase  
 New York, NY  
 ABA #021000021  
 Account #811104744  
 SWIFT: CHASUS33

**CREDIT CARD:** To pay by credit card, your company will be invoiced with directions on how to pay online.

### CONTRACT ACCEPTANCE

The undersigned hereby represents and warrants that he/she is duly authorized to execute this binding contract on behalf of the Sponsor/Company named above. The undersigned has read the Rules and Regulations on the front and reverse of this form, and accepts the same.

Name/Title: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

### FOR INTERNAL USE ONLY

Sold by: \_\_\_\_\_ Sub-Total = \$ \_\_\_\_\_  
 Date Deposit Rec'd \_\_\_\_\_ Deposit Amt. = \$ \_\_\_\_\_  
 MSG# \_\_\_\_\_ Total Amt. Due = \$ \_\_\_\_\_  
 S/O \_\_\_\_\_ CK# \_\_\_\_\_

Produced by New Hope Natural Media, a division of Penton Media, Inc.

The Sponsor hereby submits the application for ancillary marketing and promotional services at Nutracon 2010, March 10-11, Anaheim, CA USA to New Hope Natural Media, a division of Penton Media Inc., USA (hereby referred to as the Organizer) and hereby acknowledges and agrees to the terms and conditions set forth herein, and the Rules and Regulations for Exhibitors and other relevant brochures as the same may exist today or as they may be hereafter amended or updated, and to such other rules and regulations as may from time to time be established by the Organizer, all of which are incorporated herein by this reference. The Exhibitor further agrees that, upon acceptance of this application by the Organizer, this application shall become a legally binding contract, enforceable in accordance with its terms. Confirmation will be returned.

# Terms of Contract

Mail: 1401 Pearl St., Boulder, CO 80302 Phone: 303.939.8440 Fax: 913.514.6996 Web: [www.newhope.com](http://www.newhope.com)

1. **INTRODUCTION.** New Hope Natural Media (“NHNM”) provides ancillary Marketing and promotional services (the “Ancillary Services”) in NATURAL PRODUCTS EXPO (collectively the “EXPO”). NHNM offers exhibitors the opportunity to advertise their products and services in connection with the Ancillary Services in accordance with the Terms and Conditions (as defined below). Participation in the Ancillary Services shall be available only to exhibitors who have contracted with NHNM for exhibit space for the respective EXPO.

2. **BASIC TERMS.** The terms and conditions set forth in the fill-in-the blank portion of this Subscription are referred to as the “Basic Terms.” The Basic Terms, together with the General Terms and Conditions set forth in the pre-printed portion of the Subscription are collectively referred to herein as the “Terms and Conditions.”

3. **PARTIES.** This Ancillary Services Subscription, together with any Addendum (defined below) (Collectively, the “Subscription”), is between NHNM and the Exhibitor indicated in the Basic Terms (“Exhibitor”). The term “Exhibitor” shall include the Exhibitor as well as its Marketing agency and other agents and representatives. Until accepted in writing by NHNM, which acceptance shall be in NHNM’s sole and absolute discretion, this Subscription will constitute only Exhibitor’s application or offer to subscribe to the Ancillary Services. Once accepted by NHNM, the Subscription will become a contract and shall thereafter be binding among the parties pursuant to the Terms and Conditions.

4. **ELIGIBILITY.** NHNM reserves the right, in its sole and absolute discretion, to accept or reject any Person, product or Advertisement (as defined below) for participation in the Ancillary Services. The foregoing right shall not be deemed waived by NHNM’s acceptance or actual use of any Advertisement. The term “Person” shall include individuals, corporations, partnerships or other business associations.

5. **STANDARDS PROGRAM.** NHNM obligations hereunder are conditioned upon Exhibitor’s compliance with the NHNM Exhibitor Standards for Natural Products Expo (the “Standards”), a copy of which accompanies each exhibit booth kit. Failure to comply with the Standards shall constitute a material breach of the Subscription thus entitling NHNM to terminate this Subscription at any time.

6. **THE ADVERTISEMENT & CONTRACT PRICE.** Exhibitor subscribes to, and upon NHNM’s acceptance of this Subscription an Exhibitor payment in full of the Contract Price, NHNM agrees to publish and display, the advertisement(s) described in the Basic Terms (the “Advertisement”), subject to the Terms and Conditions. Exhibitor understands and agrees that NHNM’s obligations hereunder are conditioned upon NHNM’s receipt of the entirety of the Contract Price and Exhibitor’s full performance of its obligations hereunder.

7. **CANCELLATION POLICY.** No refunds will be issued and Exhibitor will be liable for and shall pay any unpaid balance of the Contract Price if cancellation is received. A cancellation notice shall be deemed received only upon NHNM’s actual receipt thereof. Cancellations must be in writing.

8. **BREACH AND REMEDIES.** Upon a material breach hereunder (e.g., failure to pay the Contract Price in strict accordance with the Payment Terms, failure to conform with the Standards, default under any Ancillary Contract (defined below, etc.), NHNM shall have the right to immediately terminate this Subscription and Exhibitor’s participation in any Ancillary Services, without giving notice to Exhibitor and without incurring any liability therefore.

9. **CROSS-DEFAULT AND SETOFF.** Any default by Exhibitor under this Subscription shall constitute a default under any and all other agreements between NHNM and Exhibitor including, but not limited to, those contracts regarding the EXPO (e.g. exposition booth contracts and other fee-based activities) (collectively, “Ancillary Contract”). In such event, NHNM, in its sole discretion, shall be entitled to apply any amounts deposited under any Ancillary Contract to amounts due under this Subscription. If such application causes a default to exist under such Ancillary Contract, NHNM shall be entitled to such remedies as may be provided in such other contract. Similarly, any default under any Ancillary Contract shall constitute a default hereunder thus entitling NHNM to its remedies hereunder.

10. **ENFORCEMENT.** If NHNM engages any attorney for enforcement of the provisions contained in this Subscription, in addition to amounts due and owing hereunder, Exhibitor will pay all costs and expenses of NHNM in such enforcement, including reasonable attorney’s and agency fees, costs and expenses are allowed by applicable law. Subscription may be accompanied by an addendum or rider, which identifies special or additional terms and conditions particular to the applicable EXPO (the “Addendum”). All terms and conditions contained in any Addendum shall be incorporated by this reference in the Terms and Conditions. Specific Marketing instructions shall be supplied with the Subscription and shall clearly state the name of Exhibitor, size of advertisement, identification of advertisement and any special instructions and shall be accompanied by camera-ready proofs of the Advertisement.

11. **ENTIRE AGREEMENT: NO MODIFICATION.** This Subscription contains the entire agreement of the parties and supersedes all prior negotiations of the parties with respect to the matters covered herein. This Subscription may be amended only in a writing signed by both parties. Oral agreements shall not be valid or enforceable. Any conditions, printed or otherwise, appearing on Exhibitor’s or NHNM’s purchase orders, space orders, billing instruction or copy instructions, which conflict with the Terms and Conditions, shall not be binding on NHNM.

12. **DEEMED ACCEPTANCE.** Exhibitor’s forwarding this Subscription shall be deemed an acceptance of the Terms and Conditions including the Contract Price and rates associated therewith.

13. **INDEMNIFICATION.** Exhibitor shall indemnify, defend, and save harmless NHNM from any and all liability for content (including text, illustrations, representatives, sketches, maps, trademarks, labels or other copyrighted matter) of Advertisements printed, or the unauthorized use of any Person’s name, trademark, or photograph arising from the reproduction and display of such advertisements pursuant to the Exhibitor’s written or verbal instructions.

14. **LIMITATION ON LIABILITY.** NHNM’s liability for any error or breach of this Subscription will not exceed amounts actually paid by Exhibitor with respect to the Contract Price. NHNM assumes no liability if for any reason it becomes necessary to omit an Advertisement. In such event, Exhibitor’s sole and exclusive remedy shall be a full and prompt refund of all amounts actually paid NHNM with respect to the Contract Price.

15. **FORCE MAJEURE.** NHNM shall not be liable for delay or failure of performance with respect to this Subscription caused by an Act of God, action by any governmental or quasi-governmental entity, fire, flood, insurrection, riot, explosion, embargo, terrorist attacks, strikes whether legal or illegal, labor or material shortage, transportation interruption of any kind, work slowdown, or any condition beyond the control of NHNM (“Force Majeure Events”). In such event, NHNM shall be entitled to retain such portion of the Contract Price as required to compensate NHNM for expenses incurred up to the time of the Force Majeure Event.

16. **MISCELLANEOUS MARKETING REQUIREMENTS LIMITATIONS.** NHNM reserves the right to limit or adjust the size, space, and configuration of any Advertisement. No two Exhibitors shall be permitted to use billboard space under the same contract. No attempt to simulate or mimic another’s Marketing format will be permitted. NHNM reserves the right to display the word “advertisement” on any Advertisement, which, in NHNM’s opinion, resembles editorial matter. Requests for specified locations are given consideration but no guarantee is made unless a position premium has been provided for in the Subscription.

17. **CREDIT.** Each exhibitor or their agent/agency must have no outstanding past due invoices with New Hope Natural Media or Penton Media, Inc. Past due invoices billed to the exhibitor or their agent/agency must be paid before exhibitors will be allowed access to the Natural Products Expo.

18. **GOVERNING LAW AND VENUE.** The interpretation and performance of this Subscription shall be governed by the laws of the State of New York. Venue in any action brought to interpret, construe, enforce or determine a breach of this Subscription, whether such action is brought by NHNM or Exhibitor shall be in the state or Federal courts of New York. Exhibitor’s execution of this Subscription shall constitute an acceptance of, and waiver of objection with respect to, the foregoing venue.