

WordCamp Sponsorship Agreement

This Sponsorship Agreement is made by and between WordPress Community Support, a Public Benefit Corporation (the “WPCS”), and _____ (the “Sponsor”). This Agreement is effective as of _____.

Sponsored events. With assistance from its local organizers, WPCS hosts WordCamp conferences throughout the world. This Agreement pertains to a WordCamp event hosted in the following location and time period:

Location:

Time Period:

Sponsorship Amount. Within 30 days of this Agreement or before the start of the first Sponsored WordCamp, whichever is sooner, the Sponsor agrees to pay _____ (\$_____) to WPCS (the “Sponsorship”).

Use of Funds. WPCS will use the Sponsorship to cover its costs and the costs of its volunteers and agents in connection with organizing, promoting, and operating the Sponsored WordCamp(s). Any excess remaining after these costs are paid may be used by WPCS for its unrestricted general support.

Recognition of Sponsor at the Sponsored WordCamps. In recognition of its support through the Sponsorship, WPCS will provide the following benefits to the Sponsor:

- (sponsorship benefits here)

The Sponsor is responsible for providing to WPCS in a timely manner the links referenced above as well as any name or logo artwork for use in the above acknowledgments. The Sponsor agrees, however, that the specific format of the above acknowledgment (e.g., time-length of slide displays and relative size of the Sponsor’s logo) will be in WPCS’s discretion.

Notwithstanding anything else in this Agreement, the Sponsor understands and agrees that any acknowledgment by WPCS of the Sponsor is limited to the terms described in Exhibit A. The Sponsor also understands and agrees that WPCS will not endorse the Sponsor or any product or service offered by the Sponsor, and that nothing in this Agreement provides any right to the Sponsor or its representatives to speak at a Sponsored WordCamp or meetup.

Sponsor Conduct. The Sponsor recognizes that, in associating itself with WPCS and the Sponsored WordCamps, the Sponsor is expected to support the WordPress project and its principles. Sponsor representatives are expected to communicate respectfully with event organizers and participants as well as cooperate with event organizers to help achieve the goals of the event (please see Exhibit A, 3). Accordingly, the Sponsor agrees to comply with the Sponsor Guidelines attached as Exhibit A in conducting any activities at or in connection with the Sponsored WordCamps.

Use of WordCamp names. The Sponsor may in its reasonable discretion use the name and logo of each Sponsored WordCamp, and may refer or link to each Sponsored WordCamp, in any press release, website, advertisement, or other public document or announcement, including without limitation in a general list of the Sponsor's supported organizations and as otherwise required by law; provided, however, that any such use must be in compliance with the Sponsor Guidelines attached as Exhibit A (including but not limited to the prohibition on the use of WPCS's name to imply any endorsement of the Sponsor's products or services).

Termination. WPCS, represented by event organizers, may terminate this Agreement if the Sponsor breaches any term of this Agreement and does not cure such breach to the reasonable satisfaction of WPCS event organizers in a reasonably prompt timeframe under the circumstances (and in any event immediately, if such breach occurs during a WordCamp). In the event of Termination, no refund of the Sponsorship is guaranteed; refunds will be handled per the "Refund and Cancellation Policy", below.

Trademarks. The Sponsor and WPCS hereby grant each other permission to use the other party's name, logo, and other trademarks in connection with the activities contemplated above. These permissions are, however, revocable, non-exclusive, and non-transferable, and each party agrees to use the other party's logo or trademark only in accordance with any trademark usage guidelines that the other party may provide from time to time. Neither party will hold the other party liable for any incidental or consequential damages arising from that other party's use of its trademarks in connection with this Agreement. Except as expressly provided above, any use of the WordPress trademarks is subject to the WordPress Trademark Policy listed at <http://wordpressfoundation.org/trademark-policy>.

Relationship of the Parties. This Agreement is not to be construed as creating any agency, partnership, joint venture, or any other form of association, for tax purposes or otherwise, between the parties, and neither party will make any such representation to anyone. Neither party will have any right or authority, express or implied, to assume or create any obligation of any kind, or to make any representation or warranty, on behalf of the other party or to bind the other party in any respect.

Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California, USA, without reference to its conflict of laws provisions.

Severability. If any provision of this Agreement is held to be invalid, void, or otherwise unenforceable, that provision will be enforced to the maximum extent possible so as to effect the intent of the parties, and the remainder of this Agreement will remain in full force and effect.

Assignment. Neither WPCS nor the Sponsor will have the right to assign this Agreement without the prior written consent of the other party, and any purported assignment without such consent will be void. WPCS may delegate its duties under this Agreement to its volunteers and local WordCamp organizers.

Refund and Cancellation Policy. WordCamp Sponsors will not be acknowledged until payment is received in full. Sponsors may request a refund and cancel their sponsorship within 5 business days of payment of the sponsorship invoice. Five business days after the

sponsorship invoice is paid, refunds are no longer available. If a WordCamp is cancelled, sponsors will be refunded their sponsorship fees in full. If WPCS event organizers terminate this Agreement because of a breach by the Sponsor, no refund is guaranteed; any refund will be made at the sole and absolute discretion of WPCS event organizers, who may instead retain the Sponsorship for unrestricted use.

Limitation of Liability. To the extent permitted by applicable law, (a) In no event will either party hereto be liable under any legal theory for any indirect, special, incidental, consequential, exemplary or punitive damages, or for any damages for loss of profits, loss of business, loss of use or data, or interruption of business, arising from or relating to this Agreement, even if such party has been advised of the possibility of such damages, and (b) in no event will the aggregate liability of either party hereto arising from or relating to this Agreement exceed the value of the Sponsorship actually paid by Sponsor to WPCS pursuant to this Agreement. The limitation of liability language in this Section 15 shall not apply to a breach by either party hereto of its obligations contained in Sections 5 (Sponsor Conduct) or 8 (Trademarks) of this Agreement.

Entire Agreement; Amendment. This Agreement (including Exhibit A) constitutes the entire agreement of WPCS and the Sponsor with respect to the subject matter set forth herein, and this Agreement supersedes any prior or contemporaneous oral or written agreements, understandings, or communications or past courses of dealing between the Sponsor and WPCS with respect to that subject matter. This Agreement may not be amended or modified, except in a written amendment signed by duly authorized representatives of both parties.

Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same agreement.

The parties have executed this Agreement as of date set forth above.

SPONSOR:

RECIPIENT:

Signature:

Signature:

Representative name:

Representative name:

Title:

Title:

Company name:

Company name:

Exhibit A: WordPress Community Event Sponsor Guidelines

1. Sponsor may provide:

- The sponsor's name and logo
- Slogans that are an established part of the sponsor's image
- The sponsor's brands and trade names
- Sponsor contact information (such as telephone numbers, email addresses, and URLs)
- Factual (value-neutral) displays of actual products
- Displays or handout materials (such as brochures) with factual, non-comparative descriptions or listings of products or services
- Price information, or other indications of savings or value, if factual and provable
- Inducements to purchase or use the Sponsor's products or services, for example by providing coupons or discount purchase codes (subject to approval)
- Calls to action, such as "visit this site for details", "call now for a special offer", "join our league of savings", etc.

2. Sponsors may not provide:

- Promotional or marketing material containing comparative messages about the Sponsor, its products or services, such as "the first name in WordPress hosting", "the easiest way to launch your site", or "the best e-commerce plugin"
- Claims that WordPress, the WordPress Foundation, WordPress Community Support, meetup organizers, WordCamps, or WordCamp organizers endorse or favor a Sponsor or its products or services (such as "certified WordPress training" or "WordCamp's favorite plugin")

3. As a sponsor, please keep in mind that WordCamp is different from other tech/trade shows that you may have attended or sponsored. The focus of WordCamp is on the WordPress open source project and associated community, and as a result, you will notice much less obtrusive sponsor advertising at the event venue, and in the host city. This is intentional, to keep the focus of WordCamp where it belongs: on WordPress.

With this in mind, you agree to limit all of your advertising and promotional materials and activities to your official sponsor booth or table, and to the official branding that's part of your sponsorship package. Other than that, advertising and promotions aren't permitted at the WordCamp venue, the official WordCamp hotel, after party locale, and at any other spaces associated with the WordCamp. Additionally, Sponsors should not organize events that conflict or compete with official WordCamp activities, workshops, associated events, and parties. Please keep in mind that a breach of these requirements is a serious matter, and could result in a breach of this Sponsorship Agreement and termination of your Sponsorship. So if you're unsure about whether a promotional activity you're considering is allowed, please ask the event organizers before going ahead with it.

With regard to sponsor materials, Sponsors also agree that WordPress Community Support, any subsidiary or related entity of the WordPress Community Support, and WordCamp

organizers have the right to request and review sponsor materials in advance of an event, to require changes to any materials in advance, and to require that any materials that do not meet WordCamp standards (as determined by WPCS, or the organizers) be taken down or that any practices that do not meet WordCamp standards be discontinued during a WordCamp or event. This also applies to materials placed on any self-serve swag tables reserved for sponsor use.

4. All sponsors are expected to support the WordPress project and its principles, including:
 - No discrimination on the basis of economic or social status, race, color, ethnic origin, national origin, creed, religion, political belief, sex, sexual orientation, marital status, age, or disability.
 - No incitement to violence or promotion of hate
 - No spammers
 - No jerks
 - Respect the WordPress trademark.
 - Embrace the WordPress license; If distributing WordPress-derivative works (themes, plugins, WP distros), any person or business officially associated with WordCamp should give their users the same freedoms that WordPress itself provides: 100% GPL or compatible, the same guidelines we follow on WordPress.org.
 - Don't promote companies or people that violate the trademark or distribute WordPress derivative works which aren't 100% GPL compatible.

5. Sponsorship is in no way connected to the opportunity to speak at an official WordPress event and does not alter the WordPress or WordCamp trademark usage policy found at <http://wordpressfoundation.org/>. The WordPress Foundation and any subsidiary or related entity of the Foundation reserve the right to modify the above requirements and expectations at any time by providing written notice to the sponsor.

6. A breach of these Guidelines is a material breach of the WordCamp Sponsorship Agreement. In the event of breach, WPCS event organizers may terminate the Agreement and retain the Sponsorship - see "Termination" above.