

## AMCTO CONFERENCE TERMS & CONDITIONS

**LAST UPDATED: January 13, 2023**

The Association of Municipal managers, Clerks and Treasurers of Ontario (“**AMCTO**”, “**we**” “**us**” or “**our**”) is proud to offer conferences in local government management and leadership (each a “**Conference**”). These terms and conditions (“**TC’s**”) apply to Conference sponsors, exhibitors, and other attendees (“**Conference Participant**” or “**you**”).

These TC’s, together with any AMCTO registration documentation you complete in connection with a Conference (your “**Registration**”) forms our entire agreement with you with respect to the Conference, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the Conference. **By sponsoring, exhibiting, and/or otherwise attending our Conference in person or virtually you hereby agree to these TC’s.**

### **1. General terms applicable to all Conference Participants**

- 1.1. Content Authorization. By providing or making available content to AMCTO for the purposes of the Conference (“**Conference Content**”) you are hereby granting AMCTO and its Conference partners a non-exclusive right and license to use the Conference Content as is necessary for the purposes of the Conference, including without limitation the authority to use, display, modify and generally make available Conference Content on the AMCTO website, our chosen virtual conference platform(s) and in any Conference marketing materials. You acknowledge that: (i) Conference Content may continue to be displayed or accessed after the end of the Conference for a period of time; and (ii) Conference Content may be accessed by all attendees of the Conference and in some cases the general public. AMCTO reserves the right to remove any Conference Content from the Conference at any time in its sole discretion.
- 1.2. Photo/Video Recordings and Media. Please note that photos and videos will be taken at this event and may be used for future AMCTO professional development/marketing initiatives, promotions, events, web and social media (including partner communications channels websites). By registering for the conference, you authorize AMCTO to use the recordings and photographs in which you took part and waive any rights associated with recordings and photos, and AMCTO may include, edit, modify etc., all or any parts of the recorded visual and audio content captured and other materials obtained. For more information or concerns about photo/video/media consent, please contact [jfolville@amcto.com](mailto:jfolville@amcto.com).
- 1.3. Personal Information. AMCTO will only collect personally identifiable information (such as name, title, company name, physical or e-mail address, telephone number, credit card information) that you voluntarily provide. AMCTO will use this information for the purposes of hosting the Conference, providing you information and promotional information in connection with the Conference and in accordance with the Association’s Privacy Policy as stated on the AMCTO website ([amcto.com](http://amcto.com)) as such policy may be updated from time to time. You will be provided the opportunity to unsubscribe from messages provided to you in connection with the Conference.

- 1.4. Payments. All payments in connection with the Conference (“**Conference Payments**”) will be made in accordance with your Registration, in each case as applicable: (i) by EFT and e-mailed to [accountsreceivable@amcto.com](mailto:accountsreceivable@amcto.com) ; (ii) by cheque shall be payable to: AMCTO, 2680 Skymark Avenue, Suite 610, Mississauga, ON L4W 5L6; (iii) by payment through our website or virtual conference platform if available; or (iv) by other payment method approved by AMCTO.
- 1.5. Refunds and Cancellation. Unless otherwise explicitly specified in your Registration, all Conference Payments are payable in advance of the Conference. Please visit the AMCTO website ([amcto.com](http://amcto.com)) for explicit details that apply to all Conference Registrations, cancellations, and refund policies.
- 1.6. Rejection or Removal. AMCTO reserves the right to stop any activity or remove any Conference Content on the part of any Conference Participant that may be distributive or inappropriate to the conference, other exhibitors, delegates or staff. AMCTO further reserves the right to reject exhibits, Conference Content or applications for Conference registration that AMCTO deems unsuitable.
- 1.7. Limitation of Liability. Conference Participant attends Conference at Conference Participant’s own risk. AMCTO makes no express or implied representation or warranty with respect to the Conference, including without limitation with respect to the truth or accuracy of any exhibits or content presented at the Conference. In no event shall AMCTO be liable to Conference Participant for any consequential, incidental, indirect, or punitive damages, economic loss, loss of business, loss of products, incidental loss, anticipated profits, revenue or use, regardless of whether such liability results from breach of contract, breach of warranties, tort, strict liability or otherwise in connection with the Conference. Notwithstanding any other provision in these TC’s in all cases the aggregate liability of AMCTO shall not exceed fifty percent (50%) of any Conference Payments received from Conference Participant in the three (3) month period preceding any claim.
- 1.8. Release. You hereby expressly waive and release any and all claims which you have or may in future have, against the AMCTO, and its officers, directors, employees, agents, representatives, affiliates, shareholders, members, successors, and assigns (collectively, “**Releasees**”), on account of injury, illness, disability, death, property damage, loss of data, loss of profit arising out of or attributable to your participation in the Conference, whether arising out of the negligence of the AMCTO or otherwise. You covenant not to make or bring any such claim against the AMCTO or any other Releasees, and forever release and discharge AMCTO and all other Releasees from liability under such claims.
- 1.9. Indemnity. Conference Participant agrees to indemnify and hold all Releasees harmless from and against any and all claims or losses related directly or indirectly to, or arising out of Conference Content and any third-party links or references Conference Participant provides in connection with the Conference Content.

- 1.10. Circumstances Beyond Control. AMCTO reserves the right to modify, suspend, extend or cancel the Conference its sole discretion: (i) in the event that the AMCTO is prevented from continuing with the Conference as planned by any event beyond its reasonable control; (ii) if AMCTO has concerns regarding the safety or welfare of any participant; or (iii) if AMCTO does not receive timely delivery of materials or payments as required herein.
- 1.11. General. These TC's: (i) shall be construed and performed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein; and (ii) will enure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and permitted assigns of AMCTO and Conference Participant. No waiver of a breach will be effective or binding unless made in writing and signed and, unless otherwise provided in the written waiver and will be limited to the specific breach waived. Failure to enforce of any provision of these TC's will not constitute a waiver of such provision. If any provision herein is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability will attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof will continue in full force and effect.
- 1.12. Updates. AMCTO may from time to time update these TC's without notice to Conference Participant by posting a new version of these TC's on AMCTO's website. Notwithstanding the forgoing, the TC's that are available to the Conference Participant at the earlier of Registration or commencement of the Conference are binding.
- 1.13. Interpretation. To the extent of any inconsistency between these TC's and your Registration, your Registration shall prevail.
- 1.14. Contact. For more information about the Conference including important deadlines and instructions you may contact: [conference@AMCTO.com](mailto:conference@AMCTO.com).

## **2. Terms specifically applicable to Conference exhibitors**

- 2.1. 14 Day Reservation and Content Deadline. To be considered "RESERVED", exhibitor's Conference Payments must be received by AMCTO at least 14 days before the commencement of the Conference. "RESERVED" exhibitors may be forwarded an exhibitor confirmation with important information for submitting booth content and instructions for physical and/or virtual booth set-up. We also require that content be submitted and exhibitor booth's set-up at least 14 days before the commencement of the Conference. Please note that we may not be able to accommodate exhibitors beyond this date with content and setup.
- 2.2. 30 Day Digital Program Ads / App Content Deadline. Any exhibitor Conference digital program ads / Conference app content must be received at least 30 days before the commencement of the Conference and must be to proper sizing and specification as indicated by AMCTO staff. Please note that we may not be able to accommodate any digital ads or content received beyond this date.

- 2.3. 60 Day Print Ads Deadline. Any additional exhibitor print ads for the AMCTO Municipal Monitor must be received at least 60 days before the commencement of the Conference and must be to proper sizing and specification as indicated by the editor. Please note that we may not be able to accommodate any such print ads in the program received beyond this date.
- 2.4. Booth Space. Booth space or display will be assigned at the discretion of AMCTO and its Conference partners on a first-come, first-serve basis. AMCTO reserves the right to make any changes for any time or reason and without advanced notice.
- 2.5. Booth Staffing. Exhibitors are responsible for maintaining and staffing their booth throughout the duration of the Conference exhibition times. Exhibit staff who wish to rotate or work in ‘shifts’ during set exhibit times must have a proper exhibitor pass that has been approved and issued by AMCTO staff in advance of the event. Failure to appear does not release you from responsibility for full payment. All booths must meet all required specifications and timelines.
- 2.6. No Interference. No Exhibitor events or similar activities may be conducted during conference hours or do anything that, in the sole judgement of AMCTO, will in any way interfere with or compete for delegates while the conference is in progress or in any way that competes with a sponsorable event.
- 2.7. Prizes. Exhibitors interested in conducting prize draws, awards for providing contact information etc. are responsible for complying with all applicable laws. Unless AMCTO agrees to assist in writing, each exhibitor will be responsible for making draws, contacting the winner, and shipping any prizes.

### **3. Terms specifically applicable to Conference sponsors**

- 3.1. Sponsorship Tiers. AMCTO is pleased to provide several tiers of Conference sponsorship. Sponsorship benefits for each tier will be confirmed with each sponsor in their sponsorship Registration.
- 3.2. Co-Marketing. Each of AMCTO and Conference sponsor (each a “**Grantor**”) each grant to the other (each a “**Grantee**”) the limited authorization to display Grantor’s names, logo designs, trademarks, company name (collectively their “**Marks**”) in connection with the Conference and for Conference promotion. The Grantee shall take reasonable steps to ensure that the Grantor’s Marks are identified to persons to whom it is displayed as the property of the other. Further, the Grantee undertakes to maintain high standards of quality when making use of the Grantor’s Marks. The Grantor shall, at the reasonable request of the Grantee, provide the Grantee with specimens of use of the Grantor’s Marks and other materials in which such Marks appear, for the purpose of ensuring that the standards of quality are being maintained. It is mutually agreed that use by the Grantee of the Grantor’s Marks shall, in no manner whatsoever, give rise to proprietary or other such rights respecting the said Marks to the Grantee. All such

rights are reserved by Grantor consenting to the use of its Marks. The limited authorization herein shall be deemed to be terminated once the Conference ends (provided that Conference Content may continue to be displayed or accessed after the end of the Conference for a period of time). The following applies in respect of this limited authorization: (i) AMCTO will provide specific marketing materials for use by sponsor and the sponsor agrees to follow AMCTO's [Logo Usage and Guidelines](#); and (ii) AMCTO may use the sponsor's sponsorship materials provided in compliance with this provision.