

2019 Sponsor & Exhibitor Agreement

May 6-8 | Orlando, Fla.

PLEASE COMPLETE

COMPANY		DATE
ADDRESS		
CITY	STATE PROVINCE	ZIP CODE
PRIMARY CONTACT		TITLE
PHONE	PRIMARY CONTACT EMAIL	
ACCOUNTS PAYABLE EMAIL	WEBSITE	

EXHIBIT BOOTH SELECTION

If available, you can reserve multiple smaller booths to create a larger booth area (size options below) to accommodate your needs. Please see 2019 prospectus for more details.

Booth Size

- 10x10 In Line \$5,200
- 10x10 Corner \$5,560
- 10x10 Pavilion \$5,950
- 10x10 Prime \$5,950
- 10x20 \$10,350
- 10x20 Prime \$11,700
- 10x30 \$15,500
- 10x30 Prime \$17,500
- 20x20 \$20,600
- 20x20 Prime \$23,300
- 20x30 \$31,400
- 20x30 Prime \$35,400
- 30x40 \$62,000

Placement Preferences (See floor plan):

1 _____

2 _____

3 _____

Please list any companies you **DO NOT** wish to be your neighbors*:

*We will do our best to meet your request. We cannot guarantee placement.

Total \$ _____

SPONSORSHIP SELECTION

Please see 2019 prospectus for more details.

Event(s) or Item(s) Sponsored	Amount
1 _____	\$ _____
2 _____	\$ _____
3 _____	\$ _____

Sponsorship Level

- Platinum Gold Silver

Grand Total \$ _____

Proper spelling of company name for marketing purposes

What is your objective for this conference:

- Leads Brand Recognition Networking
- Other _____

PAYMENT INFORMATION

A 50% deposit is required upon submission of agreement or within 30 days of invoice date to reserve booth space and/or sponsorship. Final 50% balance is due by Jan. 31, 2019. Payment is due in full upon receipt for agreements executed after Jan 31, 2019.

EXHIBIT BOOTH: If exhibit booth payment is not made within this timeframe, booth selection is subject to possible relocation or cancellation of booth space.

SPONSORSHIP: The sponsorship deposit is nonrefundable.

Cancellation Policy:

Please see the backside of this contract with this and other terms and conditions of the contract.

Agreement:

Exhibitor/Sponsor agrees to comply with all applicable federal, state and local laws, with WorldatWork's Terms and Conditions included on the reverse of this document and the attached WorldatWork data processing addendum.

NAME OF AUTHORIZED REPRESENTATIVE (PRINT) _____

SIGNATURE (REQUIRED) _____

DATE _____

SEND AGREEMENT TO:

Dawn Jeffers
Visibility Manager
Advertising, Sponsored Content
and Lead Gen
 Phone: 480-304-6784
 Email: dawn.jeffers@worldatwork.org

WorldatWork
 14040 N. Northsight Blvd.
 Scottsdale, AZ 85260
 Fax: 480-483-8352

Notes: _____

WORLDATWORK
INITIALS

CUSTOMER
INITIALS

For WorldatWork use only. Booth No(s). _____ Total Due \$ _____

2019 Sponsor & Exhibitor TERMS AND CONDITIONS

TERMS AND CONDITIONS

Thank you for registering to exhibit at the WorldatWork 2019 Total Rewards Conference & Exhibition. Adherence to the following terms and conditions will result in a successful event for Exhibitors, Attendees and Staff.

1. Exhibitor Terms and Conditions

WorldatWork has the right to make and amend rules and regulations or change arrangements as needed. WorldatWork shall have the final determination of and will enforce all rules, regulations and conditions. The floor plan may be modified as necessary, with all changes approved by the Fire Marshal.

2. Compliance

All exhibits must comply with all federal, state and local laws and regulations including those of the jurisdiction in which the exhibit is held. The person whose signature appears on the Application Form agrees to inform all on-site booth personnel and Exhibitor Appointed Contractors of the show guidelines. Exhibitor agrees to ensure that consent has been given before collecting or using personally identifiable data collected through the conference, comply with the requirements of the attached WorldatWork data processing addendum which is considered to be incorporated into this agreement and in all other ways comply fully with the Global Data Protection Regulation.

3. Insurance

The Exhibitor agrees to maintain insurance that will fully protect WorldatWork, Freeman and the Rosen Shingle Creek Orlando from any and all claims of any nature whatsoever, including claims under the Workers' Compensation Act and for personal injury, including death, that may arise in connection with the installation, operation or dismantling of the Exhibitor's display. Exhibitor agrees to indemnify and hold harmless WorldatWork, Freeman and the Rosen Shingle Creek Orlando from any such claims.

4. Force Majeure

WorldatWork shall not be liable for any failure to deliver space to an Exhibitor or for the loss of allotted space of an Exhibitor, who has contracted for exhibit space if non-delivery is due to destruction of or damage to the building or the exhibit area by fire, or act of God, acts of the public, strikes, epidemic, the authority of the law, or any other cause beyond WorldatWork's control (a "Force Majeure Event").

WorldatWork is also not liable for failure to hold the Exhibition as scheduled because of a Force Majeure Event which makes it impossible or impractical to hold the Exhibition.

Payments for exhibit space will be refunded in that event, less actual expenses incurred in connection with the Exhibition if the Exhibition is canceled ninety (90) days or less prior to the opening date.

5. Indemnity

The Exhibitor assumes all responsibility for any and all loss, theft or damage to Exhibitor's displays, equipment and other property while on the Rosen Shingle Creek Orlando premises, and hereby waives any claim or demand it may have against the Rosen Shingle Creek Orlando or its affiliates arising from such loss, theft or damage. In addition, the Exhibitor agrees to defend (if requested), indemnify and hold harmless WorldatWork and other related or affiliated companies from and against any liabilities, obligations, claims, damages, suits, costs and expenses including, without limitation, attorneys' fees and costs arising from or in connection with the Exhibitor's occupancy and use of the Exhibition premises or any part thereof or any negligent act, error or omission of the Exhibitor or its employees, subcontractors or agents.

6. Music License Patent, Copyright, Or Trade Secret

The Exhibitor agrees to hold WorldatWork, its officers, directors, employees and agents, harmless from all loss, cost claims, causes or action, obligations, suits, damages, liability expenses, and costs including attorney's fees arising from or out of any violation or infringement (or claimed violation or infringement) by Exhibitor, Exhibitor's agents or employees of any patent, copyright, or trade secret rights or privileges.

Each Exhibitor is responsible for obtaining all necessary licenses and permits to use music, photographs, or other copyrighted material in exhibit booths or displays. No Exhibitor will be permitted to play, broadcast, or perform music or display any other copyrighted material, such as photographs or other artistic works, without first presenting to show management satisfactory proof that the Exhibitor has, or does not need, a license to use such music or copyrighted material.

WorldatWork condemns intellectual property infringement and counterfeiting; however, as a neutral organizer of the Event, WorldatWork cannot get involved in exhibitor disputes or provide legal advice. Exhibitor agrees not to sue or threaten to sue WorldatWork for contributory infringement or any other theory that WorldatWork is indirectly or secondarily liable for a violation of intellectual property rights (e.g., trademark, copyright, or patent) by a third party.

Exhibitor warrants that it is the owner or licensee of all intellectual property used by Exhibitor at the Event or in promotion thereof. Exhibitor agrees to defend, indemnify, and hold harmless WorldatWork, their officers, directors, employees and agents, harmless from all loss, cost claims, causes of action, obligations, suits, damages, liability expenses, and costs including attorney's fees

arising from or out of any dispute involving intellectual property owned or used by Exhibitor at the Event or in promotion thereof.

7. Booth Eligibility

Booth space will be offered first to sponsors, and then assigned in the order that applications are received. WorldatWork shall have the sole right to determine booth location and all other Exhibition features and activities.

8. Booth and Sponsorship Payment

A fifty-percent (50%) deposit is required upon receipt of the agreement or within thirty (30) days of invoice; remaining balance due by 1/31/2019. Agreements received after 1/31/2019 must be accompanied with full payment. To secure early bird pricing, both signed agreement and deposit must be submitted by July 31, 2018. If payment is not made within this timeframe, booth selection is subject to possible relocation or cancellation of booth space.

9. Booth Cancellation

WorldatWork reserves the right to cancel a booth for non-payment. Cancellation of space must be submitted in writing. Exhibitors who cancel on or before 12/3/2018 will receive a refund less \$1,000 per 10x10 space. Cancellations received after 12/3/2018 will receive a refund equal to one-half (50%) of the booth rental fee. Any Exhibitor cancelling after 1/31/2019 is obligated and agrees to pay the total cost of the assigned booth space. WorldatWork reserves the right to resell any booth space cancelled by an Exhibitor.

10. Sponsorship Cancellation

All cancellations and requests for refunds must be made in writing. The deposit is nonrefundable. Cancellations received on or after 1/31/2019 will result in WorldatWork retaining all payments received.

11. Official Service Contractor

WorldatWork, Freeman, the official Service Contractor, and the Rosen Shingle Creek Orlando have designated contractors to provide services to the Exhibitors and will be indicated in the Exhibitor Service Guide. Exceptions to using the official contractors will be granted only if they do not interfere with the orderly installation and are non-exclusive services, interim services or dismantling of the exhibit. For exclusive services such as electrical, internet, security, cleaning, material handling and rigging, no exception will be made and WorldatWork, Freeman or the Rosen Shingle Creek Orlando contractors must be used.

12. Exhibitor-Hosted Events

Any type of hospitality suite or event or private function scheduled by an Exhibitor or sponsor, held either onsite at the Rosen Shingle Creek Orlando or any other venue, may not begin until the conference and Exhibition has closed officially for that day and does not conflict with any other conference activity. Sponsored hospitality suites must discontinue food, drink and/or entertaining at 10:00 p.m. when held in sleeping-room areas of the WorldatWork Housing Block(s). Any entertainment within a hospitality suite must be submitted and approved by the appropriate Hotel Event Manager. Any violations will result in exclusion from future WorldatWork Exhibitions and speaking opportunities of the company's employees.

13. Admission of Exhibitors/ Attendees

WorldatWork requires a conference badge for everyone who enters the Exhibit Hall. Security will enforce this requirement during move-in, show hours and move-out.

14. Installation and Dismantling of Exhibits

a. Freeman, the Official Service Contractor, will receive and deliver materials to the exhibit booth. Please refer to the Material Handling & Shipping portion of the Service Kit for complete information. Freeman will have full access to dock and loading facilities and will provide all labor and equipment. Freeman is the exclusive provider for all material handling.

b. Exhibitor agrees to have set-up completed one hour prior to show opening.

c. WorldatWork has the right to stop any acts that may lead to work stoppages, strikes or labor problems.

15. Early Move Out

Exhibitor agrees not to dismantle the exhibit or do any packaging before the close of the show. Violations will result in exclusion from future WorldatWork Exhibitions.

16. Demos and Entertainment

Any type of demonstration or entertainment must be confined to the booth area and will not be allowed in the aisles. WorldatWork shall have the sole right to determine eligibility of exhibits including, but not limited to: Companies, products, systems, services, booth graphics, printed matter distributed at the conference, souvenirs, giveaways, demonstrations, entertainment, costumes and both personnel attire, and all other Exhibition features and activities.

17. Noise Level

Amplified music or vocal presentations are permitted if not audible in neighboring booths, including those on either side, back to back or across the aisle. Blinking or flashing lights that are distracting to neighboring Exhibitors on either side, behind the booth or across

the aisle must be discontinued. No exceptions will be allowed. Show management shall exercise total control of this regulation and will ask that Exhibitor discontinue the distraction if objectionable to neighboring booths.

18. Literature Distribution

Canvassing in any part of the Rosen Shingle Creek Orlando outside of your exhibit space or of the hotels in the WorldatWork Housing Block(s) is strictly prohibited. Any person doing so will be requested to discontinue canvassing immediately. Circulars, catalogs, magazines, invitations, folders and signs may be displayed or distributed only in the Exhibitor's booth and must be related strictly to the approved products and/or services on display.

19. Promotional Materials

Exhibitors may not create promotional materials that are in direct conflict with official conference sponsorships and will be subject to removal from the show. When in doubt, please check with conference staff for prior approvals.

20. In-Booth Sales

Selling of any products from the booth is not permitted.

21. Freight Delivery

The Rosen Shingle Creek Orlando does not accept shipments of event-related freight materials. All freight must be delivered to the official show contractor.

22. Exhibit Booth Regulations

a. Standard booth height is 8 feet; Island, Peninsula and Perimeter Wall booth height can be 14 feet. Requests for height variance must be submitted in writing to WorldatWork no later than 60 days in advance of the Exhibition and accompanied by a booth drawing or photo showing measurements.

b. Exhibit booths 20x20 or larger may not have solid walls.

c. Exhibit booths 20x20 or larger must submit their booth design for approval by WorldatWork Event Management 60 days in advance of the Exhibition.

d. Each Exhibitor must have a "fair" sight line from the aisle — regardless of the size of the exhibit. No fixture or equipment will be placed where it will block the sight of another Exhibitor unless mutually agreed upon by the exhibiting companies and on-site contacts.

e. End-of-row booths are to be draped at the Exhibitor's expense.

f. Equipment (e.g., monitors) that is more than 4 feet high and within 10 feet of another booth will be placed in the back 5 feet of the booth.

g. All booths must accommodate and be accessible and in compliance with the Americans with Disabilities Act.

h. All electrical equipment must be in good operable condition and able to pass the inspection of the on-site Fire Marshal.

i. Booths, tables, curtains, displays or storage may not protrude into an aisle, exit or block any location during the show.

j. Each Exhibitor agrees to abide by regulations pertaining to health, fire prevention and public safety while participating in the Exhibition.

k. All packing containers or materials must be removed when emptied. These items cannot be used as exhibit support.

l. Booth space is to be left in the same condition as it was at the time of occupancy. Any material left in the booth that requires additional cleaning or large amounts of materials removed will be billed to the Exhibitor.

m. Helium balloons may not be displayed in the Rosen Shingle Creek Orlando.

23. Exhibit Hall Regulations

a. Every person must wear a badge to enter the Exhibit Hall and while on the show floor. Temporary badges will be issued to individuals assisting during move-in, move-out or before or after show hours.

b. Nothing may be attached to or suspended from any Rosen Shingle Creek Orlando structure without the express consent of the Rosen Shingle Creek Orlando.

c. Nothing may be placed or leaned against any wall in the exhibit area. No writing, taping, tacking or nailing on the wall is permitted.

d. The booth must be maintained by at least one company representative at all times during Exhibit Hall hours.

e. All demonstrations and exhibits must be confined to the contracted space, relevant to the product or service of the exhibiting firm and be of interest or educational value to the attendees.

f. Alcoholic beverages are only permitted in the Exhibit Hall during scheduled receptions.

g. Adhesive-backed decals/stickers (except for name tags) may not be used or distributed on premises.

24. Multi-Level or Enclosed Booths

The Rosen Shingle Creek Orlando requires that plans for all two-story exhibits (double deckers) be submitted for

approval by the Fire Marshal prior to installation. All such plans must bear the stamp of a registered structural engineer and/or certified architect and be accompanied by a letter from the engineer and/or architect stating that the exhibit conforms to the current Rosen Shingle Creek Orlando regulations. Booths must have a fire extinguisher within the multi-level and/or enclosed booths.

25. Overhead Rigging

Sign hanging and overhead rigging are permitted at this event. All rigging arrangements must be made through PSAV.

26. Booth Equipment

The Rosen Shingle Creek Orlando does not provide miscellaneous items to Exhibitors such as chairs, tables and so on. These must be obtained from Freeman.

27. Electrical Services

All connections to the electrical circuits in the Rosen Shingle Creek Orlando must be made through Rosen Shingle Creek Orlando and will provide a list of fees for electrical services in the Exhibitor Kit.

28. Security

a. Continuous security coverage of the Exhibit Hall will be furnished from move-in through move-out by Contract Security.

b. Exhibitors are responsible for the security of their personal property from move-in through move-out. Watch your valuables at all times.

c. WorldatWork, Freeman and the Rosen Shingle Creek Orlando are not liable for any loss or damage of materials. Should any loss occur, report the incident to Security immediately. WorldatWork, the facility management, or any officers or staff members will not be responsible for the safety or the property of the participants from theft, damage by fire, accident or other causes.

29. Fire Code

a. A certificate of fire retardation must be on hand within an exhibit as proof of any flame retardant treatment.

b. Fire regulations require all display material used for decoration to be made of flame retardant or noncombustible materials.

30. Smoking Restrictions

The Rosen Shingle Creek Orlando is a smoke-free building. Smoking is prohibited in the Rosen Shingle Creek Orlando at all times.

31. Food/Beverage Dispensing

All food and beverage served at Exhibitor's booth must be provided and prepared by the Rosen Shingle Creek Orlando. Exceptions may be granted to the Exhibitors who are manufacturers or suppliers of food or food products. Requests for exceptions must be submitted by the Exhibitor and will be reviewed by Rosen Shingle Creek Orlando on a case-by-case basis. In addition to the Rosen Shingle Creek Orlando Management, the Fire Marshal must approve cooking in the exhibit area. Exhibitors who wish to provide food and beverage at their booth for attendees of the Exhibition must contact the designated Rosen Shingle Creek Orlando Catering Manager for rules, regulations, and pricing. Hotel can apply surcharges based on the food samplings. The exhibitor understands they may be required to pay for a hotel Banquet Server.

32. Absence of Endorsement

The provisions of this Agreement shall in no way be construed as an understanding that WorldatWork shall recommend Exhibitor and its services to WorldatWork members. Exhibitor may not act in any manner that could be construed as WorldatWork's endorsement of its services.

33. Entire Agreement

This Agreement contains the entire understanding between the parties and supersedes any prior understandings or written or oral agreements between the parties with respect to the subject matter hereof. The parties to this Agreement are not relying on any representations other than those contained herein. The agreement cannot be changed or modified except in a writing that is signed by both an authorized representative of WorldatWork and Exhibitor.

34. Choice of Law / Forum

This Agreement and all questions relating to its validity, interpretation, and performance shall be governed by, and construed and enforced in accordance with the laws of the Arizona without reference to choice of law conflicts. Any dispute arising from or related to this Agreement shall be brought in the state or federal courts in Arizona, and each of the Parties consents and waives any objection to the jurisdiction of, and venue in, such courts. If any such provision shall be held by a tribunal of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement shall remain in full force and effect.

35. Attorneys' Fees

The prevailing party in any dispute to enforce the provisions of this Agreement shall be entitled to such party's reasonable attorneys' fees and costs.

WorldatWork Addendum

PERSONAL DATA PROTECTION PROCESSING CLAUSES

The following Personal Data Protection Processing Clauses shall be considered as an integral part of the attached WorldatWork Sponsor and Exhibitor Agreement signed between WorldatWork ("Controller") and Sponsor/Exhibitor ("Service Provider" or "Processor").

For the purpose of this set of clauses:

- Processor means the Service Provider/ Sponsor/Exhibitor
- Controller means WORLDATWORK
- Personal Data means any information relating to an identified or identified natural person ("data subject").

1. Instructions

Processor may process Personal Data only on documented instructions from Controller (including data transfers to countries outside the European Economic Area unless legally required to transfer and in which case Processor will inform Controller of the legal requirement before processing personal data unless that law prohibits this on important grounds of public interest).

Processor shall immediately inform Controller if in its opinion an instruction breaches any applicable data protection law.

If Processor determines purpose and means of processing in breach of any applicable data protection law, Processor will be considered a Controller.

2. Records of processing Activities

Processor must keep records of its processing activities performed on behalf of the Controller, including

- name and contact details of the Processor, Controller, and respective data processing officer if applicable;
- categories of processing carried out on behalf of each controller;
- where applicable, transfers of personal data to a third country or an international organization, including the identification of that third country or international organization and the documentation of suitable safeguards; a description of the technical and organizational security measures.

3. Sub-processing

Sub-processing shall be authorized in advance by Controller through either a general or a specific written authorization. Where Personal Data is processed by sub-contractors the Processor shall:

- not authorize any third party and/or sub-contractor to process the Personal Data ("sub-processor") other than with the prior written consent of the Controller and;
- remain fully liable to the Controller for any failure by a sub-processor to fulfil its obligations in relation to the processing of any Personal Data; and the use of any sub-processor being otherwise in accordance with this clause.

The Controller has the right at any time to demand from Processor full details of the processing to be undertaken by the proposed sub-processor and a copy of the contract between the Processor and the sub-processor.

The Processor must ensure that the contract between Processor and sub-processor includes the same terms as those set out in these clauses. In cases of transfer of Personal Data outside the European Economic Area, the contracts shall incorporate a legal mechanism to ensure an adequate level of protection of the Personal Data transferred.

In case the Controller grants a general authorization to sub-processing Personal Data, the Processor shall inform the Controller of any intended changed concerning the addition or replacement of sub-processors, giving the Controller the opportunity to object.

4. Confidentiality

Where Personal Data is processed by the Processor, its agents, sub-contractors or employees, the Processor shall, and shall procure that its agents, sub-contractors and employees to:

- take reasonable steps to ensure the reliability of any employee, agent or contractor who may have access to the Personal Data, ensuring in each case that access is strictly limited to those individuals who need to access the relevant Personal Data, as strictly necessary to perform the Services in the context of that individual's duties to the Processor, ensuring that all such individuals;
- are informed of the confidential nature of the Personal Data;
- have undertaken appropriate training in relation to Personal Data Protection;
- are subject to confidentiality undertakings or professional or statutory obligations of confidentiality;
- are aware of the Processor 's obligations in relation to data protection under these clauses; and
- keep all Personal Data and any analyses, profiles or documents derived there from separate from all other data and documentation of the Processor.

5. Security

Where Personal Data is processed by the Processor, its agents, sub-contractors or employees, the Processor shall:

- implement and ensure that its agents, sub-contractors and employees implement appropriate technical and organizational security measures to ensure a level of security commensurate with the risks associated with the processing, such measures to be appropriate in particular to protect against accidental or unlawful destruction, loss, alteration or unauthorized disclosure of or access to the Personal Data. These measures shall take into account and be appropriate to the state of the art, nature, scope, context and purposes of processing and risk harm which might result from unauthorized or unlawful processing or accidental loss, destruction or damage to Personal Data and may include (as appropriate):
 - as appropriate pseudonymising or encrypting Personal Data;
 - ensuring the on-going confidentiality, integrity and, availability of processing systems and services;
 - ensuring a means to restore the availability of and access to Personal Data in a timely manner following any physical or technical incident; and
 - having in place a process for regularly testing, assessing and evaluating the effectiveness of the technical and organizational security measures.

6. Data Subjects Rights

Processor shall assist Controller with requests to exercise Data Subject rights, including but not limited to the right to access and the right to erasure.

7. Personal Data Breach

Where Personal Data is processed by the Processor, its agents, sub-contractors or employees, the Processor shall, and shall procure that its agents, sub-contractors and employees to inform the Controller without undue delay and in any case no later than 24 hours upon becoming aware of a Personal Data Breach by sending an email to customerrelations@WORLDATWORK.org describing the Personal Data Breach in terms of who and how many data subjects are affected, where, when and how it occurred, which measures have been taken already to stop the breach and mitigate its effects. Upon Controller's request, Processor shall cooperate with the Controller without delays and provide all available information to Controller to support the data breach investigation and notification to the relevant data protection authority/ies and/or data subjects..

8. Data Protection Impact Assessments

Taking into account the nature of processing and information available to Processor, Processor shall assist Controller in cases where a Data Protection Impact Assessment shall be carried out.

9. Cooperation with Data Protection Authorities

Processor are required to cooperate, on request with Data Protection Authorities in the performance of their tasks.

10. Availability of Information

Upon written request of the Controller, the Processor will undertake its commercially reasonable efforts to make available to the Controller reasonable information necessary to demonstrate compliance with its obligations regarding data protection as explicitly set out in these clauses or by applicable law and allow for and contribute to audits, including inspections, conducted by the Processor or another auditor mandated by the Processor.

11. Deletion of Existing Personal Data

Where Personal Data is processed by the Processor, its agents, sub-contractors or employees, the Processor shall, and shall procure that its agents, sub-contractors and employees to:

- ensure that any IT systems used in the context of performance of these clauses, including any backup systems, allow the erasure or deletion of specific Personal Data, and put in place measures to fully implement any erasure or deletion request within the timeframe required by Controller;
- upon termination for any reason of the provision of Services, cease processing the Personal Data immediately, except for the safe storing. Thereafter, at the Controller's option, either return, or delete from its systems (so that such Personal Data cannot be recovered or reconstructed), the Personal Data and any copies of it or of the information it contains, including any Personal Data in hardcopy format and the Processor shall confirm in writing to the Controller that this clause has been complied with in full.

Confirmed and agreed to as of the date of the signed WorldatWork Sponsor and Exhibitor Agreement.