

ITC Malta Sponsor Terms & Conditions

1. Definitions

- 1.1** “Sponsor” refers to any person, firm, or company entering into a sponsorship agreement with ITC Malta.
- 1.2** “ITC Malta” refers to the event organisers.
- 1.3** “Sponsorship Package” refers to the agreed sponsorship benefits as outlined in the sponsorship proposal, agreement, or confirmation email.
- 1.4** “Assets” refers to all branding, artwork, signage, digital content, and promotional materials supplied by the Sponsor or created by ITC Malta on the Sponsor’s behalf.
- 1.5** “Agreement” means the contract between the Sponsor and ITC Malta, incorporating the sponsorship booking, these Terms and Conditions, and any written confirmations.
- 1.6** “Data Protection Laws” means all applicable laws and regulations relating to the processing of personal data, including UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018, and EU General Data Protection Regulation (EU GDPR) (EU 2016/679), the Malta Data Protection Act (Chapter 586), and any applicable local or successor legislation.

2. Scope of Sponsorship

- 2.1** The sponsorship is limited to the items, placements, and benefits expressly included in the agreed Sponsorship Package.
- 2.2** ITC Malta reserves the right to make reasonable changes to the positioning, timing, or execution of sponsorship elements where operational, technical, or safety considerations require it, provided the overall value of the package is maintained where reasonably possible.
- 2.3** Sponsorship does not grant exclusivity unless explicitly stated in writing.
- 2.4** Sponsorships may not be transferred, assigned, or shared with third parties without the prior written consent of ITC Malta.
- 2.5** Where a specific sponsorship element becomes unavailable, ITC Malta reserves the right to offer a reasonable alternative of comparable value.
- 2.6** Nothing in this Agreement shall be deemed to create any partnership, joint venture, agency, or endorsement relationship between the Sponsor and ITC Malta.

3. Artwork, Branding, and Asset Creation

- 3.1** Sponsors must confirm whether assets will be designed by the Sponsor or by ITC Malta's in house design team as part of the onboarding process.
- 3.2** Where ITC Malta is responsible for asset design, the Sponsor agrees to provide required logos, brand guidelines, and content by the deadlines communicated.
- 3.3** Where the Sponsor supplies their own assets, all materials must comply with ITC Malta brand guidelines and technical specifications and must be approved by ITC Malta prior to production or display.
- 3.4** Failure to supply approved assets by the stated deadlines may result in sponsorship items being omitted without refund.
- 3.5** ITC Malta reserves the right to refuse or amend any branding that is inappropriate, misleading, or inconsistent with the event brand.
- 3.6** Where a sponsorship is confirmed after supplier or production deadlines have passed, the Sponsor acknowledges that certain sponsorship items may no longer be deliverable. In such cases, the sponsorship pricing may reflect these limitations, and ITC Malta will use reasonable endeavours to deliver as many of the included items as practicable, however this may require prompt decisions, approvals, and cooperation from both parties.

4. Outdoor and Environmental Considerations

- 4.1** Certain sponsorships may be located outdoors or in semi-exposed environments.
- 4.2** The Sponsor acknowledges that outdoor sponsorships are subject to weather conditions including, but not limited to, rain, wind, heat, or sea conditions.
- 4.3** ITC Malta will take reasonable steps to deliver outdoor sponsorships as planned; however, it cannot guarantee uninterrupted visibility or use in adverse weather.
- 4.4** Where weather conditions make it unsafe or impractical to deliver an outdoor sponsorship element, ITC Malta reserves the right to modify, relocate, delay, or suspend that element.

5. Event Disruption and Sponsorship Rollover

- 5.1** If the event, or a material sponsorship element, cannot proceed due to force majeure, adverse weather, venue restrictions, or circumstances beyond the control of ITC Malta, the sponsorship will not be refunded.
- 5.2** In such circumstances, the sponsorship value will be rolled forward to the following ITC Malta event, unless otherwise agreed in writing.
- 5.3** This rollover applies particularly, but not exclusively, to outdoor sponsorships impacted by weather related disruption.

6. Payment Terms

- 6.1** All sponsorship invoices are issued in accordance with the agreed payment schedule.
- 6.2** Payments are non-refundable due to advance commitments made to suppliers and partners.
- 6.3** Where a sponsorship deposit has been paid, and the Sponsor subsequently cancels the sponsorship, or fails to settle the final invoice within the agreed payment terms, the deposit shall be forfeited and retained by ITC Malta.
- 6.4** Deposits are non-refundable and are taken to secure sponsorship inventory, supplier commitments, and delivery resources.
- 6.5** Failure to settle invoices within the agreed terms may result in sponsorship benefits being withheld until payment is received.

7. Shipping & Logistics

- 7.1** Any giveaways or items shipped for use on your stand must adhere to the shipping instructions available at:
<https://www.itc.events/Content/uploads/Shipping-Instructions.pdf>
- 7.2** Post-event shipping: If you require items to be returned to your offices at your cost, you must notify ITC Malta before the event and follow the designated returns procedure.
<https://www.itc.events/Content/uploads/Return-Instructions.pdf>

8. Media, Photography, and Promotion

- 8.1** ITC Malta may photograph or film sponsorship areas, assets, and representatives during the event for marketing and promotional purposes.
- 8.2** Sponsors grant ITC Malta the right to use such content across its marketing channels unless the Sponsor opts out in writing prior to the event.
- 8.3** Certain sponsorship packages may include media exposure, interviews, video content, or promotional assets created during the event.
- 8.4** Delivery of such media content is subject to the Sponsor's reasonable availability and cooperation during the event.
- 8.5** Where a Sponsor is unavailable, declines participation, or cannot be engaged by the ITC Malta media team despite reasonable efforts, ITC Malta cannot guarantee the delivery of interview-based content, video footage, voice over, or related promotional assets, and no refund or compensation shall be due.
- 8.6** Sponsorship assets produced by ITC Malta are delivered post event and are subject to post-production timelines and internal approvals.
- 8.7** Sponsors may reference their sponsorship of ITC Malta in their own marketing, provided such use is accurate and not misleading.

9. Data Protection

- 9.1** ITC Malta will process Sponsor data in accordance with applicable Data Protection Laws.
- 9.2** Sponsors are responsible for ensuring that any personal data they collect, receive, or process in connection with the event is handled in compliance with applicable Data Protection Laws and used only for lawful purposes.

10. Liability and Insurance

- 10.1** Sponsors are responsible for ensuring they have appropriate insurance coverage, including public liability insurance, to cover the Sponsor, its employees, contractors, and representatives attending the event.
- 10.2** ITC Malta shall not be liable for any loss, damage, theft, or injury suffered by the Sponsor, its employees, contractors, or representatives during the event, except where required by law.

11. Force Majeure

- 11.1** ITC Malta shall not be liable for any failure or delay in performance caused by events beyond its reasonable control, including but not limited to adverse weather, natural disasters, government restrictions, strikes, or venue closures.

12. Termination

- 12.1** ITC Malta reserves the right to terminate a sponsorship agreement where the Sponsor breaches these Terms and Conditions or acts in a way that may damage the reputation of the event.
- 12.2** In such cases, no refund will be issued.

13. Governing Law

- 13.1** These Terms and Conditions shall be governed by and construed in accordance with the laws of England and Wales.