



## 2022 NCA VIRTUAL ANNUAL CONVENTION SPONSORSHIP COMMITMENT FORM

For its participation as a Sponsor in the 2022 NCA Virtual Convention, the Sponsor shall pay to the National Coffee Association (NCA) the fee (the "Sponsorship fee") for the confirmed level of sponsorship. Total sponsorship commitments will accumulate toward the final sponsorship status and benefits except for Host and Diamond status and benefits. Total sponsorship commitments cannot accumulate and be applied towards Host status and benefits. Total sponsorship commitments for Diamond status and benefits are only available and apply to NCA members.

**PAYMENT AND CANCELLATION** Sponsorship payment terms are net 30 days. The Sponsor agrees to pay the Sponsorship Fee in full within 30 days after sponsorship request have been confirmed. The NCA reserves the right to withdraw the sponsorship if payment is not received within 30 days of signed Sponsorship Commitment Form. No refunds are available for cancellations of a virtual sponsorship.

**NO REPRESENTATIONS OR WARRANTIES.** The 2022 NCA Virtual Convention is delivered over the Internet, and accordingly, is subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications. The NCA has contracted with eShow, a third-party provider, for the 2022 NCA Virtual Convention platform and delivery of the event. The NCA shall not be responsible for any delays, delivery failures, viruses, hacker intrusions, disruptions, or other damages resulting from such problems. The NCA makes no representations or warranties, express or implied, as to the reliability, timeliness, quality, suitability, truth, availability, accuracy, or completeness of the 2022 NCA Annual Convention virtual platform. The NCA does not guarantee that the use of the 2022 NCA Virtual Convention platform will be secure, uninterrupted or error free; or the 2022 NCA Virtual Convention platform or the servers that make the services available are free of viruses or other harmful components.

The NCA makes no representations or warranties, express or implied, regarding the number or type of persons who will attend the 2022 NCA Virtual Convention or the demographic nature of such attendance. Sponsor understands that the NCA can only provide Sponsor with attendance estimates based on the attendance of prior NCA Annual Conventions, and that the NCA is not promising that the 2022 NCA Virtual Convention will have any particular attendance or demographic of attendee, or that the Sponsor will receive any business at all from participation as a Sponsor or from Sponsor's presence at the 2022 NCA Virtual Convention.

All conditions, representations, and warranties, whether express, implied, statutory, or otherwise, including, without limitation, any implied warranty of merchantability, or fitness for a particular purpose, are hereby disclaimed by the NCA to the maximum extent permitted by law.

**LISTING AND MATERIALS.** Sponsor represents and warrants that it holds the necessary rights to permit the use of the logo and all materials, including all digital content, it provides to the NCA and eShow for the purpose of this contract; and that the use, reproduction, distribution, or transmission of these materials will not violate any laws or any rights of any third parties, including, but not limited to, such violations as infringement or misappropriation of any copyright, patent, trademark, trade secret, music, image, or other proprietary or property right, false advertising, unfair competition, defamation, violation of any anti-discrimination law or regulation, or any other right of any person or entity. By sponsoring at the 2022 NCA Virtual Convention, Sponsor grants the NCA and eShow, a perpetual non-exclusive, royalty free, license to use, display, and reproduce the name, logo, and product names of the Sponsor on the NCA website and in any directory listing the sponsoring companies on the 2022 NCA Virtual Convention platform and in print, online or other media; and to use such names and logos in promotional materials, including future NCA Annual Conventions promotions listing prior Sponsors. The NCA is not responsible if a perceived competitors' logo(s) are located near or next to each other in any listing or description. The NCA shall not be liable for any errors in any listing or descriptions or for omitting the Sponsor from the directory or other lists or materials.

**COMMUNICATIONS AND NCA PRIVACY POLICY.** As part of this contract, the NCA will be sending you future information about benefits granted to Sponsors of the 2022 NCA Virtual Convention and about NCA initiatives, resources, programs, and membership. It is in the legitimate interest of the NCA to provide this information with the purpose of demonstrating the value of and continued involvement with our organization. Prior to executing this contract, the Sponsor should review the [NCA Virtual Convention and Privacy Policies](#), which describes how the NCA uses your company information. The privacy policy will be updated throughout the registration period. The Sponsor should periodically review the policy to understand how the company information will be used/shared. Sponsor's staff have the right to opt-out of email marketing by unsubscribing from our marketing email lists at any time by clicking on the unsubscribe link in the emails or by contacting the NCA at [info@ncausa.org](mailto:info@ncausa.org).