SPONSORSHIP agreement

This Sponsorship Agreement (the **Agreement**) has been made on [insert date] (the **Effective Date**) by and between

**[insert name]**, registry code [insert code], address [insert address]) represented by [insert position] [insert name] (the **Sponsor**),

and

**[insert name]**, registry code [insert code], address [insert address], represented by [insert position] [insert name] (the **Organiser**),

hereinafter jointly referred to as the **Parties** and individually as a/the **Party**,

WHEREAS:

1. the Organiser organises the Tournament which is expected to attract an audience and
2. the Sponsor is seeking to grow its business via the Marketing Activities to be carried out under this Agreement,

THE PARTIES THEREFORE AGREE AS FOLLOWS:

1. definitions

Capitalised terms used in the Agreement have the meanings specified below.

* 1. **‘Tournament’** means e-gaming competition titled [insert name] organised by the Organiser in [insert city/town] in [insert country] on [insert date]/from [insert date] to [insert date].
	2. **‘Sponsorship’** means the support in the form of money, things or services provided to the Organiser by the Sponsor as set out in greater detail in clause 5.1.
	3. **‘Marketing Activities’** means the activities set out in **Annex 1** to the Agreement.
1. subject matter of the agreement
	1. Subject to the terms and conditions set out herein, the Sponsor provides the Organiser with the Sponsorship and the Organiser carries out and/or enables Marketing Activities in relation to the Tournament to promote the Sponsor’s [insert brand/product/service].
	2. [*To be used only in the case of exclusive sponsorship: The Organiser will not have any other sponsorship agreement or similar arrangement in relation to the Tournament with any competitor of the Sponsor i.e., any undertaking participating in the same market of goods and/or services as the Sponsor [if necessary, specify the goods/services].*]
2. TOURNAMENT
	1. The Organiser does not have the right to make substantial changes to or cancel or postpone the Tournament without the Sponsor’s consent. If the Organiser changes the Tournament to a substantial extent or cancels or postpones it without the Sponsor’s prior consent, it is deemed a fundamental breach of the Agreement, which entitles the Sponsor to withdraw from the Agreement.
3. Marketing activities
	1. The Organiser carries out the Marketing Activities as set out in **Annex 1**.
	2. The Organiser ensures that the Marketing Activities as well as advertising materials and information used for the purposes of the Marketing Activities are in compliance with the applicable laws. The Organiser may refrain from carrying out of Marketing Activities that may not be in compliance with applicable laws.
	3. The Organiser’s authorised representative(s) must be available to and cooperate with the Sponsor in preparations for the Tournament.
	4. The Sponsor is not required to advertise or promote the Tournament, but the Sponsor may do so at its own discretion.
	5. The Sponsor has the right to take part in the [opening/award] ceremony of the Tournament.
	6. Subject to the approval of the owner of the venue of the Tournament and at the request of the Sponsor, the Organiser:
		1. enables the Sponsor to hold receptions in connection with the Tournament for the purpose of entertaining clients, retailers, Tournament winners, Tournament participants, etc. at the venue. At the request of the Sponsor, the Organiser is required to participate in these receptions; and
		2. makes every reasonable effort to provide the Sponsor with venue signage and to enable the Sponsor to sell and distribute its products and/or services at the venue in accordance with the rules of the venue.
4. SPONSORSHIP
	1. For the Marketing Activities, the Sponsor provides the Sponsorship by paying the Organiser EUR [insert number] by [insert date]. [*Alternative in case the Sponsorship is not paid in money: by delivering the following items to the Organiser by [insert date]:*
		1. *[specify the name and number of items to be delivered by the Sponsor. If necessary, reference can be made to an Annex to the Agreement*].
	2. The Sponsor pays the Sponsorship in a lump sum on the basis of an invoice issued by the Organiser. [*Alternative: The Sponsor pays the Sponsorship in two portions on the basis of an invoice issued by the Organiser. The first portion is due by [insert date]. The second portion is due on the precondition that the Marketing Activities* *[to be specified, if necessary) have been carried out.*]
	3. If the Sponsor does not provide the Sponsorship or a portion thereof by the due date and fails to provide the Sponsorship within an additional time limit set by the Organiser or informs the Organiser that it will not provide the Sponsorship within such additional time limit, it is deemed a fundamental breach of the Agreement, which entitles the Organiser to withdraw from the Agreement.
	4. All amounts referred to in the Agreement are exclusive of any applicable withholding, sales or value added tax (‘**VAT**’). The VAT treatment of any delivery under the Agreement is determined pursuant to the VAT law of the jurisdiction where a taxable transaction for VAT purposes is deemed to take place. If VAT is properly chargeable on any such supply or supplies, the receiving Party pays to the delivering Party an amount equal to the VAT, if any, chargeable in the delivering Party’s jurisdiction; provided, however, that (i) such amount is only required to be paid once the delivering Party provides the receiving Party with a valid VAT invoice in relation to that amount; and (ii) the receiving Party is under no obligation to make any payment to the delivering Party in respect of VAT which the receiving Party must self-assess under the reverse charge rule or any similar system in the receiving Party’s jurisdiction.
5. representations and warranties
	1. **Mutual representations and warranties.** Each Party represents and warrants that as of the Effective Date and for as long as the Agreement remains in force:
		1. the Party has the power and authority to enter into and perform the Party’s obligations under the Agreement;
		2. the Agreement creates legal, valid and binding obligations for the Parties, which are enforceable in accordance with the terms hereof;
		3. entry into the Agreement and the performance by the Party of the Party’s obligations hereunder does not and will not result in any violation of (i) any applicable provision of law or other regulations, (ii) decisions by any court or public authority, or (iii) provision of any agreement to which the Party is a party or in a commitment that is binding upon the Party;
		4. the representation rights of the representative of the Party signing the Agreement on behalf of the Party are valid and the representative has all the required powers to sign the Agreement on behalf of the Party;
		5. the Party is not and has not been declared insolvent or bankrupt, no bankruptcy caution or petition has been filed against it, no insolvency or bankruptcy proceedings have been instituted against the Party, no (interim) bankruptcy trustee has been appointed to the Party, the Party is not being wound up or liquidated and no liquidator has been appointed to wind up or liquidate the Party.
	2. **Sponsor’s representations and warranties.**  The Sponsor represents and warrants that the Sponsor acknowledges that the nature of organisation of the Tournament with the help of the Sponsorship means that the Organiser needs to be able to fully rely on the Sponsor’s performance of the Agreement by the moment the Organiser publicly announces the Tournament because the Organiser will suffer significant and possibly irreparable harm if the Sponsor does not provide the Sponsorship.
	3. *[To be used only in case of exclusive sponsorship:* ***Organiser’s representations and warranties****. The Organiser represents and warrants that the Organiser does not have and, for as long as this Agreement remains in force, will not have any other sponsorship agreement or similar arrangement with any competitor of the Sponsor.*]
6. CONFIDENTIALITY
	1. The terms and conditions of the Agreement, including any annexes to the Agreement, as well as any other confidential or proprietary information that is made available by a Party to the other Party in connection with the Agreement is considered the Party’s confidential information under the Agreement.
	2. Until the expiry or termination of the Agreement, each Party undertakes not to use or disclose any confidential information unless:
		1. expressly allowed to do so under the Agreement; or
		2. required to do so by law or pursuant to any order of a court or other competent authority or tribunal; or
		3. such disclosure has been consented to by the other Party in writing (such consent should not be unreasonably withheld or delayed); or
		4. confidential information is disclosed to the Party’s professional advisers who are bound by a duty of confidentiality which applies to any information disclosed.
	3. If a Party becomes required to disclose any information in accordance with clause 7.2, the disclosing Party must consult with the other Party prior to any such disclosure.
7. Intellectual pROPERTY RIGHTS
	1. Each Party retains full and complete ownership of its trademarks and other intellectual property.
	2. The Sponsor grants the Organiser for the duration of the Agreement a limited non-exclusive, non-transferable, non-sublicensable licence to use the Sponsor’s [insert relevant: trademark, logo] for the Marketing Activities strictly in compliance with the Sponsor’s instructions. The Sponsor acknowledges that the [insert relevant: trademark, logo] remains in the Tournament’s materials, e.g., videos, highlights etc. after the termination of the Agreement.
	3. The Organiser hereby grants the Sponsor for the duration of the Agreement a limited non-exclusive, non-transferable, non-sublicensable world-wide licence to use the Organiser’s [insert relevant: trademark, logo] for the Marketing Activities strictly in compliance with the Organiser’s instructions.
	4. The licences are granted free of charge.
	5. It is forbidden for a Party directly or via third parties to:
		1. infringe upon the intellectual property rights of the other Party in any way;
		2. register or to submit any registration applications in any territory regarding any trademarks identical or similar to the other Party’s [insert relevant: trademark, logo];
		3. use the other Party’s [insert relevant: trademark, logo] in its business name, domain name or trade name;
		4. use the other Party’s [insert relevant: trademark, logo] for any other purpose other than specified in clauses 8.2 and 8.3 or in a way, which, in the sole opinion of the other Party, is deceptive or misleading or may in any way reduce the value of the [insert relevant: trademark, logo] or diminish the goodwill, reputation, image or prestige associated with the [insert relevant: trademark, logo]or the other Party.
	6. In relation to the use of the Sponsor’s [insert relevant: trademark, logo], the Parties have agreed that:
		1. if the Organiser learns that the rights of the Sponsor are unprotected or in any other way in jeopardy, the Organiser is required to inform the Sponsor of that fact without delay;
		2. in the event a third party infringes upon the Sponsor’s [insert relevant: trademark, logo], the Organiser notifies the Sponsor in writing of any [insert relevant: trademark, logo] infringements or imitations which may come to the Organiser’s attention and the Sponsor has the sole right to determine whether or not any action will be taken on account of such infringements.
	7. If a Party establishes that its [insert relevant: trademark, logo] or any other related intellectual property is used by the other Party in conflict with the purpose of the Agreement, the Party is entitled to demand that the infringing Party terminate the use of the Party’s [insert relevant: trademark, logo] and any other related intellectual property.
8. Term and WITHDRAWAL
	1. The Agreement enters into force on the Effective Date.
	2. The Agreement remains in force until the obligations of both Parties have been fully performed. [*Alternatively, if the Agreement is entered into for a fixed term, specify the term or the date of expiry: until* *[insert date]; for* *[insert number] [days/months/years] from the Effective Date.*]
	3. The Agreement may be terminated by any Party with 30 days notice, until the Organiser has publicly announced the Tournament.
	4. From the moment the Organiser has publicly announced the Tournament, each Party has the right to withdraw from the Agreement only in the event of a fundamental breach of the Agreement by the other Party.
	5. To withdraw from the Agreement, a Party makes a withdrawal declaration to the other Party.
	6. In the event of withdrawal from the Agreement, a Party may demand the return of that which was handed over by the Party under the Agreement as well as the turn-over of gains reaped by the other Party, provided that and to the extent that the Party itself returns everything that was handed over to the Party itself.
	7. In the event of withdrawal from of the Agreement by the Sponsor due to a fundamental breach by the Organiser, the Sponsor may demand the return of Sponsorship and compensation of damage resulting from the breach.
	8. In the event of withdrawal from the Agreement by the Organiser due to a fundamental breach by the Sponsor, the Organiser may keep the Sponsorship and demand compensation of damage resulting from the breach.
	9. If the Sponsor breaches the obligation to provide the Organiser with Sponsorship by the due date and fails to perform the obligation within the additional time limit set by the Organiser, the Organiser is, in addition to withdrawal from the Agreement, entitled to charge a contractual penalty in the amount of [insert sum] euros, and claim damages to the extent that the contractual penalty does not cover the damage or loss caused to the Organiser. The Organiser must inform the Sponsor of the contractual penalty claim within 30 days after learning of the fundamental breach.
9. limitation of liability
	1. A Party is not liable for any indirect damage or loss of profit suffered by the other Party in relation to a breach of the Agreement (including, but not limited to breach of the warranties and representations) or any non-contractual obligation in connection with the Agreement or otherwise.
	2. Unless otherwise provided in this Agreement, the aggregate monetary liability of each Party under or in connection with the Agreement is limited to and, to the fullest extent permitted by law, under no circumstances exceeds the total amount [*Alternative, in case the Sponsorship is not payment of money: value*] of the Sponsorship provided by the Sponsor under the Agreement.
	3. No limitation of the liability agreed herein applies in the event of an intentional breach of the Agreement.
10. miscellaneous
	1. **Entire Agreement.** The Agreement represents the entire understanding and agreement between the Parties with respect to the subject matter hereof and supersedes all prior negotiations, non-binding offers, understandings, agreements, etc relating to the subject matter hereof.
	2. **Severability.** If any part of the Agreement is declared invalid or unenforceable, such determination does not invalidate any other provision of the Agreement; however, the Parties will attempt, through negotiations held in good faith, to replace the invalid or unenforceable part of the Agreement to give effect to the commercial intentions of the Parties at the time of entering into the Agreement. The failure of the Parties to reach an agreement on a replacement provision does not affect the validity of the remainder of the Agreement.
	3. **Amendment.** The Agreement may be changed, amended or modified only by the written agreement of the Parties.
	4. **Assignment.** A Party may not assign or transfer to any person any of their rights or obligations in respect of the Agreement without the written consent of the other Party, which must not be unreasonably withheld or delayed.
	5. **Survival.** The following survives the expiry or termination of the Agreement: the provisions relating to liability, confidentiality, governing law and dispute resolution, and any other provision of the Agreement that must survive to serve its essential purpose.
	6. **No waiver.** Failure by any Party at any time to require performance of any provisions of the Agreement does in no manner affect the Party’s right to enforce the same and the waiver by any Party of any breach of any provision of the Agreement is not construed to be a waiver by such Party of any subsequent breach of such provision or waiver by such Party of any breach of any other provision hereof.
	7. **Independent contractors.** The Parties to the Agreement are and remain independent parties, and nothing in the Agreement or any circumstances associated with its performance gives rise to any partnership or joint venture between the Parties or makes one Party the agent of another. Neither Party has any power, right or authority to bind the other Party to any obligation or liability, or to assume or create any obligation or liability on behalf of the other Party.
	8. **Language.** The language of correspondence between the Parties regarding the Agreement is English.
	9. **Notices.** Any notice that is required or permitted under the Agreement must be in writing or in a form which can be reproduced in writing, and be delivered either personally, by courier, post or email to the address that is usually used in communication related to this Agreement.
	10. **Governing law.** This Agreement and any non-contractual obligation arising from or related to the Agreement is governed by the law of the Republic of Estonia.
	11. **Dispute resolution.** Any disputes arising from the Agreement are settled between the Parties by way of negotiations. Failing agreement, any dispute, controversy or claim arising from or related to the Agreement or a breach, termination or invalidity thereof is finally settled in Harju District Court (*Harju Maakohus*) as the court of first instance.

**IN WITNESS THEREOF**, the Parties have signed the Agreement on the date [first above written/of the digital signature].

|  |  |
| --- | --- |
| [name of the Party]: | **[name of the Party]:** |
|  |  |
| [name of signatory] | [name of signatory] |

**Annex 1 to Sponsorship Agreement**

**MARKETING ACTIVITIES**

1. **GENERAL**
	1. Capitalised terms used in this Annex 1 have the meanings specified in the Agreement.
	2. The Parties hereby agree that the following Marketing Activities are carried out for the purpose of promotion of the Sponsor in return for the Sponsorship:
2. **PRINTED MATERIALS**

The Organiser ensures the following publication in the printed materials:

* 1. The Sponsor’s logo with the reference ['sponsored by'/'brought to you by'/'... presents'] is placed on all of the posters of the Tournament (the logos of other sponsors must not be places on the same poster).
	2. The Sponsor’s logo with the reference ['sponsored by'/'brought to you by'/'... presents'] is placed on all of the on-site and off-site printed advertisements of the Tournament.
	3. The Sponsor’s logo with the reference ['sponsored by'/'brought to you by'/'... presents'] is placed on the supporter pages of any and all catalogues, leaflets and programmes of the Tournament.
	4. One page of advertising space in the Tournament timetable.
	5. The Sponsor’s logo on the Tournament supporter sheet.
	6. The Sponsor’s logo with the reference ['sponsored by'/'brought to you by'/'... presents'] in the Tournament’s press leaflet.
	7. The Sponsor’s logo on the Tournament’s official photo wall during the opening and closing ceremony.
	8. The Sponsor’s logo on the Tournament’s press wall.
	9. The Sponsor’s logo on invitations to the Tournament ceremonies.
1. **OUTDOOR AND DIGITAL MEDIA**

The Organiser ensures the following publication in outdoor and digital media:

* 1. The Sponsor’s logo with the reference ['sponsored by'/'brought to you by'/'... presents'] on the Tournament’s digital poster on the outdoor screen of the venue during the Tournament.
	2. Subject to municipal permits and availability, the Sponsor’s logo on the banners of the Tournament on the façade of the venue.
	3. Presentation of the Sponsor’s logo with the reference ['sponsored by'/'brought to you by'/'... presents'] in the Tournament design on all of the outdoor advertising surfaces of the Tournament.
	4. Running the Sponsor’s commercial (length [insert number]seconds) on the outdoor digital screen of the venue approximately [insert number] times per hour).
	5. The Organiser coordinates with the Sponsor all of the designs using the Sponsor’s logo and insignia, submitting the designs for approval no later than 48 hours before submission to print. The Sponsor may make proposals to change its branding.
1. **AUDIOVISUAL ADVERTISING**

The Organiser ensures the following audiovisual advertising:

* 1. The Sponsor’s commercial ([insert number] seconds) is run before the start of (live) coverage of the Tournament and before showing Tournament highlights. The Sponsor produces the commercial.
	2. The Sponsor’s logo with the reference ['sponsored by'/'brought to you by'/'... presents'] is shown in all the official television and streaming commercials of the Tournament.
	3. The Sponsor’s logo with the reference ['sponsored by'/'brought to you by'/'... presents'] is placed on all the information screens of the Tournament. The length of the clip is [insert number] and it is run [insert number] times per [insert number]-minute set.
	4. The Sponsor is mentioned in the official radio commercials of the Tournament with the reference ['sponsored by'/'brought to you by'/'... presents'].
1. **INTERACTIVE MEDIA**

The Organiser ensures the following interactive media activities:

* 1. The website(s) of the Tournament are: [insert websites] (the **Website**).
	2. The Sponsor’s logo with the reference ['sponsored by'/'brought to you by'/'... presents'] is displayed in the footer of all of the websites of the Tournament.
	3. An image and text introducing the Sponsor with the reference ['sponsored by'/'brought to you by'/'... presents'] is published on the Sponsor page of the Website.
	4. The Sponsor is given the opportunity to present its static advertising banner on the opening page of the Tournament from [insert date] to [insert date]. The banner is produced by the Sponsor.
	5. Sponsor-related news coverage and other messages from the Sponsor is disseminated on the [insert appropriate: Facebook, Instagram etc] pages of the Tournament. The content of the news or message is produced by the Sponsor who coordinates it with the Organiser before publishing.
	6. The Sponsor’s logo with the reference ['sponsored by'/'brought to you by'/'... presents'] is displayed in the newsletters of the Tournament.
	7. The Sponsor’s news and messages are published in the Tournament newsletter. The content of the news and messages is produced by the Sponsor who coordinates it with the Organiser before publishing. In addition, the Sponsor is presented in an announcement aimed at presenting sponsors and supporters.
	8. The Sponsor is mentioned as a/the sponsor in the press releases of the Tournament displayed on the Website and disseminated to the media. The content of the press release coverage of the Sponsor is coordinated with the Sponsor before releasing it to the press.
	9. In the online part of the Tournament, the Organiser must present the Sponsor’s logo with the reference ['sponsored by'/'brought to you by'/'... presents'] and the Sponsor’s commercials and advertisements in the respective online venue.
	10. The Sponsor is authorised to use the Tournament’s insignia in the Sponsor’s own online environments related to the Tournament.
1. **ADDITIONAL ACTIVITIES**

The Parties have agreed on the following additional marketing activities to be carried out:

* 1. The Sponsor provides a prize for the best player in the main programme of the Tournament, which is handed over to the player by the Sponsor’s representative during the award ceremony of the Tournament at [insert place] on [insert date].
	2. The Sponsor produces [insert number] branded card neck straps for team members, volunteers, visitors, guests and passport holders.
	3. The Organiser provides the Sponsor’s staff and clients with discount tickets subject to separate agreement.
	4. The Organiser provides the Sponsor with [insert number] invitations to the opening ceremony, [insert number] to the award ceremony, [insert number] VIP passports and [insert number] tickets to be given away for free via the Sponsor’s social media.
	5. The Organiser enables the Sponsor to sell and distribute its products and/or services at the venue in accordance with the rules of the venue.
	6. The Sponsor’s representative is given the opportunity to hold a [insert number]-minute welcome speech during the opening ceremony and at the opening press conference.