



Swiss PostgreSQL Users Group
c/o Tobias Bussmann
Thunstrasse 22
CH - 3110 Münsingen

Sponsorship Contract for the Event “CERN PGDay 2027”

BETWEEN

The business:

(referred to as the Business)

With headquarters in:

AND

The association “Swiss PostgreSQL Users Group” with headquarters at c/o Tobias Bussmann, Thunstrasse 22, 3110 Münsingen, Switzerland, referred to as “SwissPUG”.

CONSIDERING

1. that the SwissPUG carries out its non profit activity of voluntary service for the promotion, the development and the protection of the Open Source database software known as «PostgreSQL», in accordance with its statutes;
2. that the Business entered into this contract (“Contract”) of sponsorship with the Swiss PostgreSQL Users Group in order to promote awareness of their own brand with the aim of increasing sales of goods/services it produces and markets;
3. that the Business has read the attachment A “Types of sponsorship for the CERN PGDay 2027”;
4. that the Business undertakes to supply to the SwissPUG its brand according to the type of sponsorship established at section 2 of the contract as defined in Attachment A;
5. That SwissPUG will organise an international event at CERN in Meyrin, Switzerland, on February 12, 2027 called “CERN PGDay 2027”.

The Swiss PostgreSQL Users Group is a non-profit organisation for the promotion of PostgreSQL across Switzerland.
For further information, please visit the website <https://www.swisspug.org/>



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Section 1. Preamble

The preamble forms an integral part of the contract.

Section 2. Type of sponsorship adopted

The Business adopts the following type of sponsorship, according to attachment A “Types of sponsorship for the CERN PGDay 2027” (select the desired option):

- ☐ Sponsor sponsorship
- ☐ Partner sponsorship

Section 3. Obligations of SwissPUG

The SwissPUG undertakes to publicise the brand of the Business as defined in Attachment A on the basis of the type of sponsorship chosen in section 2 of the present contract, by performing the activities and granting the permissions as provided for by this Contract.

It is agreed that the obligation relating to the publicising of the brand as outlined above and the participation of the SwissPUG in the event, will constitute the fulfilment of the obligation assumed under the present contract, and excludes an obligation of attaining a determined result.

Section 4. Obligations of the Business

The Business, undertakes to pay the amount specified in Attachment A for the selected type of sponsorship, as compensation for the obligation assumed by the SwissPUG.

The SwissPUG will issue an invoice for the amount payable to the Business. The Business must complete the payment to SwissPUG prior to the “payment due” date on the invoice, using a method of payment specified on the invoice; typically bank transfer.

The Business is responsible for bearing the cost of all charges related to bank transfer payments. The Business is responsible for ensuring that all its staff, representatives and guests abide by the published Code of Conduct at the conference and all related social activities and events. Failure to do so may result in the offending attendee or attendees being ejected from the conference as well as withdrawal of any or all of the promotional opportunities listed in Attachment A without refund of any payments made.



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The Business is responsible for shipping and delivering all sponsorship material to the conference venue. The SwissPUG cannot be held responsible for any late or missing shipments. The Business is also responsible for handling any return shipments for sponsorship material.

Section 5. Duration

The present Contract will expire with the fulfilment of all obligations provided for the CERN PGDay 2027 and is not renewable, unless the express consent of both parties is given in writing to renew its obligations following the event at the same conditions or the different conditions that might be agreed upon in the renewal agreement.

Section 6. Trademarks

The Business acknowledges that the phrases “PGConf”, “PGDay”, “Postgres Conference” and “PostgreSQL Conference” are registered trademarks of PostgreSQL Europe and that use of them is granted subject to the terms published at <https://www.postgresql.eu/about/trademarks/>.

In the event that the Business uses branding that includes one or more of the PostgreSQL Europe trademarks, or branding that could be reasonably expected to be confused with one or more of the PostgreSQL Europe trademarks, the SwissPUG may terminate this Contract if the use of the trademark does not comply with the terms published at <https://www.postgresql.eu/about/trademarks/>.

Section 7. Limitation of Liability

Notwithstanding any other clause in this Contract, in no event will either party be liable for any special, indirect, incidental, punitive or consequential damages (including, without limitation, any failure to realise savings or other benefits; any loss of use; or any claims made by or any payments made to any third person), any loss of revenue or profits, any loss and/or damage arising from or in connection with a virus, or any loss of data and/or damage arising therefrom or relating thereto, in each case arising from or in connection with this Contract, whether in an action based on contract, tort or any other legal theory, whether or not the party has been notified of the possibility thereof.

Notwithstanding any other clause in this Contract, in no event will either party's total aggregate liability for any damages arising from or in connection with this Contract, whether in actions based on contract, tort or any other legal theory, and whether or not the party has been notified of the possibility thereof, exceed the amount of loss incurred by the SwissPUG based on commitments made in good faith reliance on this Contract, such amount not to exceed the cost of the agreed type of sponsorship.

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If the business does not receive any or all of the benefits from SwissPUG as outlined in the agreement due to a Force Majeure Event that leads to a cancellation of the event, the business will be entitled to a refund proportional to the benefits' value that were paid for but not received and will be entitled to withhold payment for the benefits not received.

Section 8. Assignments

Neither party may assign this Contract or any of its rights or obligations hereunder without the prior written consent of the other party, which shall not be unreasonably withheld, and any such assignment in violation of this Section shall be void, except that the transfer of this Contract or rights granted hereunder to a successor entity in the event of a merger, corporate reorganisation, or acquisition shall not constitute an assignment for purposes of this Section. This Contract shall inure to the benefit of and be binding upon the parties hereto, and their successors and permitted assigns.

Section 9. Governing Law

This Contract is made under, and in all respects will be interpreted, construed, and governed by and in accordance with, the laws of Switzerland without regard for its choice of law provisions. Both parties hereby consent to the exclusive jurisdiction of the Swiss courts and expressly waive any objections or defence based upon lack of personal jurisdiction or venue.

Section 10. Complete Contract

The parties agree that this Contract and all attachments attached hereto are the complete and exclusive statement regarding the subject matter and supersede all prior agreements, understandings and communications, oral or written, between the parties regarding the subject matter of this Contract. This Contract may not be changed except in writing and signed by both parties. Each of the provisions of this Contract is severable from all of the other provisions. The invalidity or unenforceability of any provision will not affect or impair the remaining provisions, which will continue in full force and effect.

Intending to be legally bound, the parties have executed this Contract by their duly authorised representatives.



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On behalf of the Business

On behalf of Swiss PostgreSQL Users Group

Name

Name

Signature

Signature

Date

Date

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Attachment A

Types of sponsorship for the “CERN PGDay 2027”

Section A.1. Preamble

To maintain the non-profit character of the event, the CERN PGDay limits the number of sponsors to 5. Applications are processed on a first come, first served basis. Sponsors of any level do not obtain guaranteed presentations; the normal call-for-speakers process applies to their representatives, too.

Partners are non-profit organizations that are approached by the organizing committee to directly support the CERN PGDay with services such as location or marketing.

Section A.2. Sponsor

As a ‘Sponsor’ the Business will be entitled to the following promotional opportunities:

- Permission for the Business to use the following endorsement: “Sponsor of the CERN PGDay 2027” on the Business’ website or in any promotional materials or press releases that the Business sees fit. Please note that the use of the logo of the hosting organization (CERN) is not permitted.
- Prominent inclusion of the Business’ logo and a link to the Business’ website on the main conference website (the logo to be provided by the Business).
- Mention of the Business and inclusion of the Business’ logo during the opening and closing sessions of the conference (the logo to be provided by the Business).
- Announcement posted to the SwissPUG social media channels on the conclusion of the sponsorship agreement.
- The opportunity to display corporate signage up to a size of 2 metres high by 1 metre wide in the lecture room (the signage to be provided by Business, location to be determined by CERN PGDay).

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- A desk and a rollup in the catering area of the conference for the promotion of the Business' products or services, recruitment, or other non-disruptive activities. In the event that the Business wishes to use alternate furniture like a small booth in place of the desk or to use equipment other than laptop or desktop computers and screens, this must be agreed with CERN PGDay at least one week prior to the commencement of the event.
- One free attendance ticket to the conference subject to availability (registration required, seats are not reserved until registration is completed).

The cost for 'Sponsor' sponsorship as described above is CHF 1'000.00.

Section A.3. Partner

A selected 'Partner' Organisation will be entitled to the following promotional opportunities:

- Permission for the Organisation to use the following endorsement: "Partner of the CERN PGDay 2027" on the Organisations' website or in any promotional materials or press releases that the Organisation sees fit. Please note that the use of the logo of the hosting organization (CERN) is not permitted.
- Inclusion of the Organisations logo and a link to the Organisations website on the sponsor section of the conference website (the logo to be provided by the Organisation).
- Inclusion of the Organisations logo during the opening or closing sessions of the conference (the logo to be provided by the Organisation).
- Display of marketing flyers in a shared space (the flyers to be provided by the Organisation).
- The opportunity to include signage up to a size of 2 metres high by 1 metre wide at the conference venue in a shared space at the catering area (the signage to be provided by Organisation, location to be determined by CERN PGDay).
- One free attendance ticket to the conference for a representative of the organisation, subject to availability (registration required, seats are not reserved until registration is completed).

Partners are non-profit organisations that support CERN PGDay with their services or a reduction in service fees.

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Attachment B

Sponsor Logo Requirements for the “CERN PGDay 2027”

All logos submitted by the Business must meet the following requirements in order to be included on the official conference website.

- It is the responsibility of the Business to ensure these requirements are met. The conference organisers will inform the Business as soon as practical if any problems are found with submitted logo files to enable them to be resolved and resubmitted.
- Failure to meet the requirements may result in related sponsor benefits being lost if logos meeting the requirements are not submitted prior to specified deadlines.
- No partial or full refund of payments or alternative benefits will be offered should the Business fail to provide logo images meeting these requirements.
- Logos will be sized and positioned based on the sponsorship level, with higher level sponsorships in more prominent positions. Logos will be arranged according to the order in which payment is received within each sponsorship group.
- Artwork for inclusion on printed material must be provided in a vectorised format; either EPS (Encapsulated PostScript) or SVG (Scalable Vector Graphics).
- Artwork for inclusion on the conference website must be provided in SVG (Scalable Vector Graphics) or PNG (Portable Network Graphics) format, and must have a transparent background.
- Artwork for inclusion on the conference website must fit within the following dimensions:

Sponsor: 500x200 px
Partner: 500x200 px

- SwissPUG reserves the right to resize, convert artwork to monochrome, and invert the color of monochrome artwork as necessary to fit the size and style of the medium on which it will be displayed.

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