

Business partners' terms and conditions

Event sponsorship terms

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Event sponsorship terms

Here, you will find the terms and conditions (the “**Sponsorship Terms**”) that govern your participation in Deriv’s partners’ event sponsorship programme (the “**Programme**”). These Sponsorship Terms should be read in conjunction with the [General Terms for Business Partners](#) (the “**General Terms**”).

1. Definitions

- 1.1. In addition to the definitions in the Business Terms, the following apply in these Sponsorship Terms:
- 1.2. Applicable Laws means all laws, regulations, regulatory guidance, and rules applicable to the Event and its promotion and conduct, including those relating to advertising, financial promotions, consumer protection, investment services, data protection, anti-money laundering and sanctions, anti-bribery, public safety, and employment/contractor matters in the Territory and any other jurisdiction targeted by the Event.
- 1.3. Approved Disclaimers means the mandatory risk warnings, the “No investment advice” disclaimer, the availability of products disclaimer, and any other disclaimers or licensing statements specified by Deriv for Events, including those referred to in Clause 8 and in Deriv’s [Important guidelines for business partners](#).
- 1.4. Application Form means the online sponsorship application, submitted through Deriv’s sponsorship portal, containing the Event details and proposed budget.
- 1.5. Brand Assets means the trademarks (whether registered or unregistered), business names, logos, domain names, and trade dress associated with the “Deriv” brand, including those described in Deriv’s official brand guidelines.
- 1.6. Event means the seminar(s), workshop(s), webinar(s), or similar educational event(s) described in your Application Form.
- 1.7. Materials means any Event-related content or communications, including agendas, scripts, slide decks, brochures, handouts, advertisements, social media posts, web pages, emails, SMS, videos, banners, signage, press releases, recordings, and translations.
- 1.8. Sponsorship Funding means the total financial contribution approved by Deriv for the Event, as displayed in the portal. Sponsorship Funding is made available in two instalments: the first payment following Pre-event Approval and the final payment following Post-event Approval.
- 1.9. Pre-Event Approval means Deriv’s approval of your Application Form before the Event takes place, as confirmed by a status update in the portal, and which sets out the approved Event details, the Sponsorship Funding amount, and any conditions applicable to the release of the first payment.
- 1.10. Post-Event Approval means Deriv’s approval after the Event, confirmed by a status update in the portal, following Deriv’s review of the post-event requirements or deliverables displayed in the portal, and which (where applicable) triggers release of the final payment of the Sponsorship Funding, subject to any conditions displayed in the portal.

- 1.11. Territory means the country or countries where the Event is physically held or expressly targeted, as set out in the Application Form and Pre-Event Approval.
- 1.12. Terms such as “including” or “for example” are not words of limitation and are to be interpreted as followed by the words “without limitation”.

2. Application, acceptance, and structure of the agreement

- 2.1. You apply for sponsorship by submitting an Application Form through the portal. You must ensure all information is complete, accurate, and kept up to date.
- 2.2. We may approve or reject any Application Form at our absolute discretion and are not obliged to give reasons. Our decision is final and is not subject to appeal.
- 2.3. A binding sponsorship agreement for a specific Event arises when we issue a Pre-Event Approval. The Pre-Event Approval, Post-Event Approval, and these Sponsorship Terms (together, the “Event Sponsorship Agreement”) govern our sponsorship of the Event.
- 2.4. These Sponsorship Terms apply to all Event Sponsorship Agreements under the Programme. Each Pre-Event Approval creates a separate Event Sponsorship Agreement.

3. Purpose and scope

- 3.1. Our support is strictly limited to the provision of Sponsorship Funding and any other resources expressly set out in the Pre-Event Approval.
- 3.2. The Event must be conducted solely for educational purposes and must not constitute an investment seminar, trading signal service, or any form of investment advice.
- 3.3. You are independently responsible for all aspects of the Event’s planning, management, and execution, including all operational, legal, and financial matters.
- 3.4. Nothing in these Sponsorship Terms creates a joint venture, partnership, or employment relationship between us. You are an independent contractor and must not represent yourself as our employee or agent.

4. Sponsorship funding, payment, and controls

- 4.1. The Sponsorship Funding, Funding Cap, and budget applicable to each Event will be shown on the Application Form on the portal. You acknowledge that we are not obliged to fund any amount beyond the Funding Cap.
- 4.2. You must only use the Sponsorship Funding for specific, itemised Event costs that we have pre-approved as eligible expenses (the “Eligible Expenses”).

- 4.3. Sponsorship Funding will be credited to your Deriv Wallet as set out in the Pre-Event and Post-Event Approvals. We will not make payments to third-party accounts.
- 4.4. Where the payment model includes reimbursement, our obligation to pay is conditional on receipt and acceptance of complete and satisfactory supporting documentation (for example, invoices and receipts) for the claimed Eligible Expenses.
- 4.5. Where any portion of the Sponsorship Funding is paid in advance, you must fully account for all funds and provide complete and satisfactory supporting documentation for all Eligible Expenses as part of the post-Event deliverables. We may demand an immediate refund of any portion of the Sponsorship Funding that you fail to substantiate with adequate documentation or that is used for non-Eligible Expenses.
- 4.6. All amounts we pay are inclusive of applicable taxes unless stated otherwise. You are responsible for all taxes, duties, charges, and withholdings arising in connection with the Event and payments under the Event Sponsorship Agreement. We may withhold taxes where required by Applicable Laws.
- 4.7. Any change to your default payment method must be made through your Business Partner account in accordance with Deriv's standard procedures. We are not liable for any delay, non-payment, or misdirected payment arising from inaccurate or incomplete account information that you provide.

5. Event obligations and change controls

- 5.1. You are solely responsible for all operational, logistical, and legal aspects of the Event, including securing all facilities, permits, licences, and consents required for the lawful and safe conduct of the Event.
- 5.2. You must comply with all Applicable Laws, venue rules, and any event-specific requirements, as well as all Deriv policies, codes, and guidelines referenced in these Sponsorship Terms (including the Business Terms and brand and compliance requirements).
- 5.3. Any material changes to the Event details (including the Event location, format, language, expected attendance, or content) must be made via the sponsorship portal.
- 5.4. You must immediately comply with any request by us to cease or modify any activity, use, or publication in connection with our branding or participation in the Event.
- 5.5. You must conduct the Event in a way that does not compromise our name, brand reputation, or legal standing.

6. Your obligations, warranties, and compliance training

- 6.1. You undertake, warrant, and represent that:
 - 6.1.1. All information and documentation you provide (including in the Application Form and post-Event reports) is complete, accurate, and up to date;
 - 6.1.2. You are duly authorised to enter into and comply with the Event Sponsorship Agreement;

- 6.1.3. You will comply at all times with Applicable Laws and the [Business Terms](#), including the [Code of Conduct for Business Partners](#) and any requirements listed under “[Conferences and events](#)”;
- 6.1.4. You will manage the Event safely and professionally, in suitable facilities and in compliance with health, safety, accessibility, fire, and occupancy rules;
- 6.1.5. You will apply the Sponsorship Funding and any other resources we provide strictly to Eligible Expenses and approved educational activities;
- 6.1.6. You will maintain true, accurate, and complete records of the Event and of all Eligible Expenses and provide them promptly on request;
- 6.1.7. You will maintain appropriate insurance coverage (including public liability and professional indemnity insurance customarily required for similar events in the Territory) and provide proof of insurance on request;
- 6.1.8. You will promptly notify us of any regulatory inquiry, complaint, allegation, or serious incident related to the Event or the Materials.

6.2. Compliance training

- 6.2.1. You, your staff, and any presenters or speakers must attend and complete any compliance training that we require (including online modules) within the timelines we specify as a condition of sponsorship.
- 6.2.2. We may suspend or withdraw sponsorship, or postpone the Event, if you or your key personnel fail to complete required compliance training.

7. Brand, marketing, and compliance requirements

7.1. You must comply with:

- 7.1.1. Our Business Partners’ Code of Conduct and all marketing and advertising requirements in the Business Terms;
- 7.1.2. The Partner Event Guidelines;
- 7.1.3. The [Important guidelines for business partners](#) (including branding, marketing content standards, and risk disclaimer requirements); which include:
 - 7.1.3.1. Brand Assets and brand guidelines: you must use Brand Assets only in accordance with our brand guidelines available via our brand portal at <https://deriv.frontify.com/d/BAfLTzc2yBbg/guidelines?#/core-assets/deriv-logo>;
 - 7.1.3.2. Approved Disclaimers: the following disclaimers (as may be updated by us from time to time) must be used as instructed for all Event Materials and at the Event:
 - 7.1.3.2.1. Risk warning (where trading or our products are referenced): “Capital at risk. The products offered by Deriv, including CFDs and other complex derivative products,

carry a significant risk of potential loss. CFDs are complex instruments and come with a high risk of losing money rapidly due to leverage. Please ensure you understand how these products work and whether you can afford to take the high risk of losing your money. Make sure to read Deriv's Terms and Conditions, Risk Disclosure, and Secure and Responsible Trading information before using its services.”

- 7.1.3.2.2. No-investment-advice disclaimer (for all Events): “This is not a trading or investment seminar. The content is for educational purposes only and does not constitute investment advice, financial advice, or a personal recommendation. The information shared does not take into account your investment objectives, financial situation, or specific needs. Neither the organiser nor Deriv endorses any specific trading strategy or approach discussed. You should not treat any opinion expressed as a specific inducement to make a particular investment or follow a particular strategy, but only as an expression of opinion.”
 - 7.1.3.2.3. Availability of products (for all Events): “Trading conditions, products, and platforms may vary depending on your country of residence. Before you consider opening an account or trading, you must verify that doing so is permitted under your local laws. Services are not available to persons under the age of 18.”
 - 7.1.4. Our brand guidelines and permitted uses of Brand Assets as published from time to time (including via our brand portal);
 - 7.1.5. Any other brand and compliance requirements we communicate to you for the Event from time to time.
- 7.2. You must ensure that all Materials:
- 7.2.1. Are clear, accurate, fair, and not misleading;
 - 7.2.2. Do not constitute investment advice, portfolio management, individual suitability assessment, or recommendations;
 - 7.2.3. Do not involve accepting or processing account openings, client deposits, or withdrawals;
 - 7.2.4. Do not promise profits, guarantee returns, or present historical, future, or hypothetical performance in a misleading way;
 - 7.2.5. Do not compare Deriv's offerings in a misleading way or disparage competitors; and
 - 7.2.6. Comply with all advertising and consumer protection laws in the Territory.
- 7.3. You must obtain our prior approval (through the portal or by email, as instructed) for all Materials, Event agendas and outlines, scripts or talking points, and any proposed calls-to-action or lead capture mechanisms before use.
- 7.4. You must submit Materials for approval within the timelines communicated by us and, unless we agree otherwise, at least fourteen (14) calendar days before proposed use. Our approval is for brand and compliance consistency and is not legal advice, and does not shift responsibility or liability from you to us.

- 7.5. You must identify yourself at all times as an independent affiliate (or Business Partner) and never as an employee, agent, or representative of Deriv.
- 7.6. You must include the Approved Disclaimers in all Materials in a prominent, clear, and legible format, including:
 - 7.6.1. Displaying them on physical or digital signage at the Event venue (or webinar interface) throughout its duration;
 - 7.6.2. Stating the relevant Approved Disclaimers verbally and in full at the start of each Event session; and
 - 7.6.3. Correctly displaying our licensed entity details where we instruct you to do so.
- 7.7. You are not permitted to:
 - 7.7.1. Offer or sell any financial product or service on our behalf;
 - 7.7.2. Collect KYC/AML information or client funds for us;
 - 7.7.3. Incentivise trading or account opening beyond providing educational content;
 - 7.7.4. Make statements implying we are licensed where we are not, that our services are available in restricted jurisdictions, or that our products are endorsed by regulators;
 - 7.7.5. Conduct or promote unlawful sweepstakes, lotteries, or contests; or
 - 7.7.6. Use Brand Assets in any way not expressly authorised by us.
- 7.8. We may amend or replace any guidelines referenced in this Clause 8 at our discretion. Updated guidelines will be deemed incorporated into these Sponsorship Terms from the time they are notified or published, and you must comply with them for all future Events.
- 7.9. We may withdraw our support or require the removal of Brand Assets from any Event-related material at any time.

8. Data protection and attendee consents

- 8.1. Between you and us, you act as an independent data controller in relation to attendee personal data collected for the Event. You must ensure that your collection, use, and sharing of attendee personal data comply with all Applicable Laws (including any data protection and privacy laws in the Territory).
- 8.2. Consent to share data with Deriv
 - 8.2.1. You must obtain valid, documented consent from each attendee before sharing their personal data (including contact details, profile information, and marketing preferences) with us or adding them to any Deriv-related lead list.
 - 8.2.2. Such consent must:
 - 8.2.2.1. Clearly identify Deriv as a separate data controller;

- 8.2.2.2. Describe the purposes of data sharing (for example, follow-up educational communications, information about Deriv products and services, and account opening support, where permitted); and
- 8.2.2.3. Explain that attendees may withdraw their consent at any time, and how they can do so.
- 8.2.3. You must not share the personal data of any attendee who has not consented or who has withdrawn consent.
- 8.3. You must maintain appropriate records and evidence of all consents obtained and provide them to us promptly on request.
- 8.4. You must ensure that you only share the categories of data that we specify from time to time and that you transfer such data securely.
- 8.5. You shall indemnify us against all losses arising from any breach of this Clause 9 or of your data protection obligations.

9. Post-Event deliverables and audit

- 9.1. Within five (7) calendar days after each Event, you must provide us (through the portal or as otherwise instructed) with:
 - 9.1.1. A full, unedited recording of the Event (audio and video) and copies of all Materials used or distributed (unless we expressly agree to accept a shorter or edited selection);
 - 9.1.2. Evidence of expenditure (including invoices, receipts, and contracts) matching the Sponsorship Funding; and
 - 9.1.3. Any other reasonably relevant information that we request.
- 9.2. We may review and audit the Event and your compliance with the Event Sponsorship Agreement, including by requesting additional records or information.

10. Exclusivity

- 10.1. You must use the Sponsorship Funding exclusively for planning, organising, promoting, and executing Events where the agenda and content relate solely to Deriv and its affiliates' brand, products, and services.
- 10.2. You must not use any portion of the Sponsorship Funding to support, promote, subsidise, or organise any event, activity, or content that features, advertises, or relates to any other entity, individual, or product.
- 10.3. For Events funded under the Programme, Deriv must be recognised as the sole and exclusive sponsor, and the Event agenda and promotional materials must exclusively highlight Deriv and its affiliates' brand, products, and services.

11. Confidentiality

- 11.1. The terms, conditions, and information exchanged under or in connection with the Event Sponsorship Agreement are confidential. Neither party may disclose such confidential information to third parties without the other party's written consent, except as required by law.
- 11.2. Confidentiality obligations continue indefinitely unless we agree otherwise in writing.

12. Term and termination

- 12.1. For each Event, the Event Sponsorship Agreement starts on the date of the Pre-Event Approval and continues until the earlier of:

- 12.1.1. Our receipt and acceptance of all required post-Event reports and deliverables; or
 - 12.1.2. Termination in accordance with this Clause 12.

- 12.2. Termination for convenience

- 12.2.1. We may terminate any Event Sponsorship Agreement or withdraw support for an Event for any reason by providing fourteen (14) days' written notice. Our liability will be limited to payment of valid, pre-approved Eligible Expenses incurred up to the termination date.

- 12.3. Termination for cause

- 12.3.1. We may terminate any Event Sponsorship Agreement with immediate effect by notice to you if:

- 12.3.1.1. You materially breach any obligation under the Event Sponsorship Agreement or the Business Terms (and, if remediable, fail to remedy within five (5) days of notice);
 - 12.3.1.2. You commit a non-remediable material breach;
 - 12.3.1.3. We determine that the Event or Materials create regulatory, legal, or reputational risk or are non-compliant;
 - 12.3.1.4. A change in law or regulatory guidance affects the Event or our marketing plans;
 - 12.3.1.5. You misuse, misappropriate, or fail to apply the Sponsorship Funding strictly as required;
 - 12.3.1.6. You engage in fraud, illegality, unethical conduct, or any act or omission likely to bring Deriv or its brand into disrepute; or
 - 12.3.1.7. You become insolvent, file for bankruptcy, have a receiver appointed, or otherwise cease to be able to pay your debts as they fall due.

- 12.4. Consequences of termination

- 12.4.1. Upon expiry or termination of any Event Sponsorship Agreement:

- 12.4.1.1. You must immediately cease all Event-related marketing activity and cease all use of Brand Assets and Materials (except where we expressly permit otherwise);
- 12.4.1.2. If we terminate for cause, you must refund all Sponsorship Funding advanced for unoccurred Events within seven (7) days. You remain solely liable for all costs you incur in relation to such cancelled Events;
- 12.4.2. If we terminate for convenience, you must refund all funds advanced for unoccurred Events within seven (7) days, less only pre-approved, non-cancellable costs properly evidenced to us;
- 12.4.3. If you fail to refund any amounts due, we may withhold your funds and may reject future sponsorship applications until all outstanding sums are repaid;
- 12.4.4. Within seven (7) days, you must destroy or return (as we instruct) all Materials, reports, data, and property belonging to us or created for us; and
- 12.4.5. Rights and obligations that have accrued prior to termination, and provisions relating to confidentiality, intellectual property, indemnity, limitation of liability, and governing law, survive termination.

13. Intellectual property

- 13.1. Each party retains ownership of its pre-existing intellectual property. We retain sole ownership of all intellectual property rights in the Brand Assets.
- 13.2. Subject to Clause 13.1, you own all rights in the Materials you develop for the Event.
- 13.3. You grant us a perpetual, irrevocable, worldwide, royalty-free, non-exclusive licence to use, reproduce, display, distribute, and create derivative works from the Materials (including Event photos and recordings) for our marketing, promotional, or internal business purposes.
- 13.4. Any Materials or components created at our express written instruction are our sole property. You hereby assign all rights in such Materials to us and agree to take any steps needed to give effect to this assignment.
- 13.5. Upon expiry or termination of an Event Sponsorship Agreement, you must not use the Materials for any other event, client, or commercial purpose without our prior written consent. You may re-use your own underlying generic educational content, provided you first remove all Brand Assets, company and product-specific information, and any other content proprietary to us.

14. Indemnity and limitation of liability

- 14.1. To the fullest extent permitted by law, you shall indemnify, defend, and hold harmless Deriv, its affiliates, and their directors, officers, employees, and agents from and against all claims, demands, losses, damages, liabilities, costs, and expenses (including reasonable legal fees) arising out of or in connection with:
 - 14.1.1. The Event or Materials or any act or omission by you, your employees, agents, or contractors;
 - 14.1.2. Your breach of these Sponsorship Terms, any Event Sponsorship Agreement, the Business Terms, or Applicable Laws; and
 - 14.1.3. Any injury, illness (including Covid-19), death, or property damage associated with the Event.
- 14.2. To the maximum extent permitted by law, our total aggregate liability under or in connection with any Event Sponsorship Agreement is limited to the total amount of Sponsorship Funding actually paid for that Event.
- 14.3. We are not liable for any indirect, incidental, consequential, special, punitive, or exemplary damages or loss of profits, revenue, goodwill, or data, even if advised of the possibility of such damages.

15. Anti-bribery and corruption

- 15.1. Each party represents and warrants that it and its owners, directors, officers, employees, and subcontractors:
 - 15.1.1. Are not sanctioned persons and are not owned or controlled by sanctioned persons;
 - 15.1.2. Comply with all applicable anti-bribery, corruption, anti-money laundering, and sanctions laws and regulations; and
 - 15.1.3. Will not offer, promise, give, request, or accept any undue financial or other advantage to secure or retain any improper advantage or business in connection with the Event.

16. Force majeure

- 16.1. A Force Majeure Event means any circumstance outside a party's reasonable control, including natural disasters, epidemics or pandemics, war or terrorism, government actions, labour disputes, and interruption or failure of utility services.
- 16.2. A party affected by a Force Majeure Event is excused from performance while and to the extent it is unable to perform, provided it: promptly notifies the other party; could not reasonably have avoided the effect; and uses reasonable endeavours to mitigate the impact and resume performance.
- 16.3. If a Force Majeure Event prevents, hinders, or delays your performance of your obligations (including hosting the Event):

- 16.3.1. We shall negotiate with you in good faith to reschedule the Event to a mutually agreeable future date. This Agreement shall remain in full force and effect for any rescheduled Event.
- 16.3.2. If we cannot agree on a new date within fourteen (14) days of the original Event date, or if we, in our reasonable discretion, determine that rescheduling is not commercially viable, the Event shall be deemed cancelled.
- 16.3.3. Upon such cancellation, you shall, within fourteen (14) days, refund to us all Sponsorship Funding paid for that Event, less only any pre-approved, non-cancellable costs for which you provide satisfactory supporting documentation.
- 16.4. If a Force Majeure Event lasts more than fourteen (14) days, the unaffected party may terminate the Event Sponsorship Agreement with immediate effect by notice. Except for refund obligations expressly stated in Clause 16.3.3, neither party is liable for failure or delay caused by a Force Majeure Event.

17. Notices

- 17.1. We may send notices relating to the Programme or any Event Sponsorship Agreement via:
 - 17.1.1. The email address associated with your Business Partner account; and/or
 - 17.1.2. The portal (including notifications and in-portal messages).
- 17.2. Notices sent by email are deemed received upon transmission, unless an automated failure notice is received. Notices delivered via the portal are deemed received when made available to you.

18. Assignment and subcontracting

- 18.1. You may not assign or transfer any Event Sponsorship Agreement without our prior written consent.
- 18.2. You may engage subcontractors for Event activities, provided you ensure they are bound by written terms no less protective of us than these Sponsorship Terms and remain fully liable for their acts and omissions.

19. Governing law and jurisdiction

- 19.1. These Sponsorship Terms and each Event Sponsorship Agreement are governed by the laws of the jurisdiction of your contracting party, as follows:
 - 19.1.1. Deriv Capital International Ltd: Samoa; or
 - 19.1.2. Deriv (SVG) LLC: Saint Vincent and the Grenadines.

- 19.2. You agree to submit to the jurisdiction of the courts in the jurisdiction of your contracting party (as set out in Clause 19.1) and to bring any claim you may have before them. These courts will have sole authority to settle any disputes that may arise between you and us.

20. Miscellaneous

- 20.1. If any provision of these Sponsorship Terms is held invalid, the remaining provisions remain in full force and effect.
- 20.2. For each Event, the Event Sponsorship Agreement forms the entire agreement between you and us for that Event. It supplements (and does not replace) the Business Terms. In the event of any conflict regarding the Event, the Event Sponsorship Agreement prevails.
- 20.3. We may update these Sponsorship Terms from time to time by publishing the updated version on our website or portal. Your submission of any new Application Form after the effective date of an update constitutes your acceptance of the updated Sponsorship Terms.

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