



## OFFICIAL SPONSOR TERMS & CONDITIONS

### MCB Caribbean Legends Pro-Am 2026

Blue Bay Curaçao Golf & Beach Resort

These Sponsor Terms & Conditions ("Sponsor T&Cs") govern all sponsorship participation in the **MCB Caribbean Legends Pro-Am 2026** (the "Event"), hosted at Blue Bay Curaçao Golf & Beach Resort, Curaçao.

By confirming sponsorship participation and/or making payment, the sponsor (the "Sponsor") agrees to be legally bound by these Sponsor T&Cs.

### 1. ORGANIZER

The Event is organized by **Blue Bay Curaçao Golf & Beach Resort**, Curaçao (the "Organizer"), in cooperation with the Legends Tour organization.

### 2. APPLICABLE LAW & JURISDICTION

These Sponsor T&Cs shall be governed by and construed in accordance with:

- The laws of Curaçao
- The Civil Code of Curaçao (Burgerlijk Wetboek Curaçao)

Any disputes arising from or related to sponsorship participation shall be submitted exclusively to the competent courts of Curaçao.

### 3. SPONSORSHIP AGREEMENT & CONFIRMATION

- Sponsorship participation is confirmed only upon:
  - Written confirmation by the Organizer, and
  - Receipt of payment in accordance with the issued invoice.
- Sponsorship benefits, visibility, activations, and rights are governed by:
  - The signed sponsorship agreement (if applicable), and
  - These Sponsor T&Cs.
- In case of inconsistency, the signed sponsorship agreement shall prevail.

### 4. SPONSORSHIP FEES & PAYMENT TERMS

#### 4.1 Fees

All sponsorship fees are stated in USD unless otherwise indicated.

Blue Bay Curaçao  
Landhuis Blaauw z/n  
Willemstad, Curaçao



Where applicable, a standard exchange rate of 1.80 USD to XCG may be applied for administrative purposes.

## 4.2 Payment Schedule

Payment is due within fifteen (15) days after invoice date, unless otherwise agreed in writing.

Full payment must be received no later than seven (7) calendar days prior to the official start date of the Event.

## 4.3 Payment Method

All payments must be made exclusively by bank transfer to the Organizer's official bank account as stated on the invoice.

All bank charges, intermediary fees, and currency conversion costs are borne by the Sponsor. The Organizer must receive the full invoiced amount without deduction.

## 4.4 Late or Non-Payment

Failure to meet payment deadlines may result in:

- Suspension or withdrawal of sponsorship benefits
- Removal of branding, signage, or visibility
- Cancellation of sponsorship participation

No liability shall arise for the Organizer in such cases.

## 5. SPONSOR DELIVERABLES & MATERIALS

- Sponsors are responsible for delivering logos, artwork, advertisements, signage files, and other agreed materials in accordance with the specifications and deadlines communicated by the Organizer.
- The Organizer shall not be liable for reduced visibility resulting from late or incorrect delivery of materials.
- All materials must comply with applicable laws, regulations, and public decency standards.

## 6. USE OF SPONSOR NAME, LOGO & TRADEMARKS

The Sponsor grants the Organizer and the Legends Tour a non-exclusive, royalty-free right to use the Sponsor's name, logo, and trademarks solely for Event-related promotion, marketing, communication, and documentation purposes.

This right is limited to the Event and its promotion and does not imply endorsement beyond the agreed sponsorship scope.



## 7. MEDIA, IMAGE & PROMOTIONAL RIGHTS

The Sponsor acknowledges that photographs, video recordings, livestreams, and broadcasts may take place during the Event.

The Organizer and the Legends Tour may use images, video, audio, and references to the Sponsor's participation for promotional, commercial, marketing, and archival purposes worldwide, without additional compensation.

## 8. EVENT PROGRAM & ACTIVATION CHANGES

The Organizer reserves the right to modify:

- Event program
- Schedules
- Activation formats
- On-site layouts
- Visibility placements

due to operational, safety, weather-related, commercial, or other reasonable considerations.

Such modifications shall not entitle the Sponsor to refunds or compensation.

## 9. EXCLUSIVITY & CATEGORY RIGHTS

Category exclusivity applies only if:

- Explicitly agreed in writing, and
- Clearly defined in the sponsorship agreement.

No implied exclusivity shall exist outside of such written agreements.

## 10. CONDUCT & COMPLIANCE

Sponsors, their representatives, guests, and invitees must comply with:

- Event rules and regulations
- Instructions from Event officials
- Applicable laws and regulations

The Organizer reserves the right to remove any Sponsor representative whose conduct is deemed inappropriate, unsafe, or damaging to the Event's reputation, without liability.



## 11. LIABILITY

Participation as a Sponsor is at the Sponsor's own risk.

The Organizer shall not be liable for:

- Loss, theft, or damage to Sponsor property
- Missed exposure due to circumstances beyond reasonable control
- Travel or accommodation disruptions

The Organizer's liability, if any, shall be limited to the sponsorship fee actually paid, except in cases of gross negligence or intentional misconduct under Curaçao law.

## 12. FORCE MAJEURE

The Organizer shall not be liable for delay, modification, suspension, or cancellation of the Event due to force majeure, including but not limited to:

- Natural disasters
- Governmental restrictions
- Public health emergencies
- Travel bans
- Political instability

In such cases, the Organizer may:

- Reschedule the Event, or
- Apply sponsorship fees as credit toward a future edition.

No further compensation shall be due.

## 13. NO PARTNERSHIP OR AGENCY

Nothing in these Sponsor T&Cs or the sponsorship arrangement shall be deemed to create a partnership, joint venture, agency, or employment relationship between the Sponsor and the Organizer.

## 14. TERMINATION

The Organizer reserves the right to terminate sponsorship participation without refund if the Sponsor:

- Breaches these Sponsor T&Cs
- Engages in conduct that damages the Event, Organizer, or other stakeholders
- Fails to comply with applicable laws or regulations



## 15. SEVERABILITY

If any provision of these Sponsor T&Cs is found invalid or unenforceable, the remaining provisions shall remain in full force and effect.

## 16. ACCEPTANCE

By confirming sponsorship participation and/or making payment, the Sponsor confirms that it has read, understood, and agreed to these Sponsor Terms & Conditions.