



BREW 2005 Sponsorship Packages

A new venue. More opportunities and value than ever before.

The BREW Conference is back...with a new home and more room to accommodate the ever increasing number of BREW attendees. Spotlight your company brand and/or products in front of over 2,500 of the most influential and innovative developers, publishers, device manufacturers, technology providers and operators in the world of wireless data services. Powerhouse keynotes. 30% more technical and business sessions. A 30,000 square foot Partner Pavilion with double the number of exhibitors. And a myriad of networking opportunities. BREW 2005 delivers more.

Enjoy top-of-mind awareness. Targeted reach. And all the right company.

Satisfied sponsors agree: No other conference can offer the quality of exposure that the BREW Conference can. Here's some stats: 97% of BREW 2004 sponsors believed their participation will result in new business. 87% of the exhibitors who responded felt the BREW 2004 Developer Conference reduced their time to market by 1-12 months.

Find the perfect sponsorship fit.

At BREW 2005, opportunities abound. Find the right sponsorship package to suit your style and deliver any level of impact you want, from focused to front-and-center.

The contacts you want. All the buzz you need.

Put your company at the center of a global convergence of BREW innovators, experts and leaders over three eventful days, June 1-3, 2005. Generate a high profile presence around the latest BREW products and services. And fashion the conditions for your next business breakthrough with BREW. Contact us about becoming an official BREW 2005 Sponsor today!



Partner Pavilion Exhibitor - \$6,000

Limited to 65 exhibitors

Act now! Only 6 Exhibitor spaces remaining!

Highlights

- One (1) Booth Space in the Partner Pavilion
- Two (2) full conference registrations

Partner Pavilion Booth Space

As an Exhibitor you will receive one booth space. We make exhibiting easy by providing a turnkey booth space – ship your literature & graphics in advance to the warehouse and just arrive at a designated time. Your booth will include hard walls, one header graphic with company name, a flat screen monitor, Internet access, electricity and a predetermined space for your graphics.

Conference Registration Badges

Receive two (2) full BREW 2005 registrations that include access to all BREW 2005 conference sessions, all hosted meal functions, after-hours events and the BREW 2005 Partner Pavilion.

General Session Recognition

Your company logo featured during the General Session.

Advertising/Promotional Opportunities:

(Failure to meet deadlines will result in your company being omitted.)

Web Posting - Acknowledgment of your company's participation on the BREW 2005 web site including your company logo and hot-link to your web site.

Company Description - One 50-word company description in the BREW 2005 conference program. (All conference program entries must be listed under the company name and not a product name.)

Press Announcements - Your company name will be included in a BREW 2005 pre-show press announcement as an Exhibitor.



Company Name: _____

BREW 2005 Sponsorship Rules and Regulations

These Sponsorship Rules and Regulations apply in connection with the BREW 2005 Sponsorship Application ("Application") and the participation of all Sponsors.

1. BREW 2005 Conference Management

BREW 2005 (hereafter referred to as the "Conference") is managed by Nth Degree Incorporated ("Nth Degree") and QUALCOMM Incorporated ("QUALCOMM"). The Conference is intended as a forum for key players driving the development and commercialization of wireless data applications to learn about how BREW can enhance the development of compelling wireless Internet applications and services for consumers as well as the wireless community. Nth Degree and QUALCOMM reserve the right, at their sole discretion, to (i) refuse any Applications for Sponsorship and (ii) to revise or modify any of the provisions of the Sponsor Packages, including floor plans and timing.

2. Sponsor Qualifications and Commitment

Applicable requirements for Sponsors are set forth in the Application and accompanying materials describing the Sponsor Packages. Sponsors with space in the BREW 2005 Partner Pavilion must staff their booth during all scheduled show times that are published in the Sponsor Manual.

3. Sponsorship Cancellation

Once an applicant has been awarded a Sponsorship, such applicant may cancel its Sponsorship by providing written notice to Nth Degree at the address below, subject to the following cancellation fees: If notice of cancellation is received on or before March 3, 2005, applicant will receive a 50% refund. Cancellations received after March 3, 2005 will not receive a refund.

4. Assignment of Display Space

Booth assignment will be made at the discretion of Nth Degree and QUALCOMM. Full payment must be made before any assignment of booth space will be made. If payment in full is not made by December 1, 2004, Nth Degree may cancel the award of a Sponsorship and offer the Sponsorship to another applicant.

5. Sponsor Packages

The Sponsor Packages are described in the accompanying materials. Nth Degree and QUALCOMM shall have full discretion relating to approval of Applications and assignment of exhibit space to successful Sponsorship applicants. Applicants will be awarded their choice Sponsorship & exhibit location based on two criteria, first come first serve and the amount of priority points they have accumulated since BREW 2001. Priority points are awarded on the actual dollar amount applicant has paid to QUALCOMM for Sponsorships since BREW 2001. By execution of the application, each applicant agrees that these Rules and Regulations shall apply with respect to their Sponsorship.



6. Submission of Application and Payment

Applications should be submitted, via the prescribed form and received by Nth Degree no later than December 1, 2004. However, space allocation decisions shall be made as applications are received, so early submission of applications is recommended. Upon selection, the chosen applicants will be notified by fax or email. Applicants will have fifteen (15) days following such notification in which to make a 50% deposit. Remaining 50% balance is due December 1, 2004. Sponsorship and booth space will be confirmed only following receipt of payment in full. The package rates for each of the Sponsor Packages are set out in the Application and accompanying materials which detail each Sponsorship. Payment may be made by check or credit card (payable to Nth Degree). Address payment questions and forward application to:

BREW 2005 Sponsorship Manager
Fax: 404-508-2877
brew2005sponsors@nthdegree.com

Checks should be sent to:
Nth Degree - QUALCOMM
PO Box 845540
Boston, MA 02284-5540

7. Sponsor Services

Upon Nth Degree's receipt of full Sponsorship payment, each sponsor will receive one Sponsor Manual. Extra manuals will be available for no additional cost. All Sponsors must send literature, graphic/signage, equipment and giveaways to be used at their booth space to the general contractor in advance of the Conference. Additional signs, furniture and other booth furnishings may be ordered from the general contractor, at its standard rates (price sheet will be included in the Sponsor Manual). A service desk will be maintained by the general contractor near the exhibit area during installation, exhibition and dismantling. Exhibitors are not allowed to order different colored draperies. Carpeting will be provided in the exhibit area. An order form for telephone and additional electrical connections will be in the Sponsor Manual.

8. Exhibit Regulations

Subletting of Space: No Sponsor shall reassign or sublet any portion of space allocated to it for any products and/or services other than those produced or distributed by the Sponsor in the regular course of business. The sharing of booth space and/or signage is strictly prohibited. **Booth Properties:** Sponsors must use the booth properties (back wall and side walls) provided by Nth Degree. Tabletop displays or other pop-up back walls are not permitted. **Audio Devices:** Exhibits that include the operation of musical equipment, radios, sound motion picture equipment, public address systems or any noisemaking devices must be operated so that the resulting noise will not annoy or disturb adjacent exhibitors. Such equipment requires advance written approval by Nth Degree. Sponsors may not make company announcements in the Partner Pavilion. **Compliance with Schedule:** All exhibits must be installed during the designated time. A \$200 security charge will be assessed to Sponsors wishing to set up after designated hours. Each Sponsor agrees to maintain installed space through all exhibit days and hours stated in this document. If a Sponsor dismantles its exhibit before the Conference ends, the exhibiting company may be prohibited from exhibiting in future Conferences. In the event the



Sponsor fails to comply with any provisions concerning the use of display space, Nth Degree reserves the right to take possession of the space and shut down the booth.

9. Gifts, Contests and Other Promotions

All gifts, contests or other Sponsor promotions require advance written approval by Nth Degree and QUALCOMM. Nth Degree and QUALCOMM reserve the right to limit, prohibit or discontinue the distribution of gifts or other promotions. Demonstrations and distribution of circulars, promotional materials, samples, souvenirs, etc., must be confined to the limits of the Sponsor's booth. Sponsor staffs are prohibited from leaving their designated space to go to other exhibitors' spaces to solicit prospective clients or to disturb other exhibitors in any way.

10. Security

Although services of security personnel shall be retained by Nth Degree and QUALCOMM during setup and show hours, as well as when the hall is closed to attendees, no guarantees in such regard are provided, and Sponsors should take appropriate steps to ensure that any valuable or sensitive materials are not left unattended.

11. General Restrictions

Nth Degree and QUALCOMM reserve the right, without recourse, to absolutely control or prohibit any exhibit or part of any exhibit that is determined at Nth Degree and QUALCOMM's sole discretion, is not suitable or in keeping with the character of the Conference. This reservation concerns persons, things, conduct, printed matter, souvenirs, catalogs, etc. Aisle space may not be used for exhibit purposes or for display of signs. Distribution of cards, circulars, samples, or exhibit material is expressly forbidden in public areas outside the exhibit booth. Recruiting is not permitted.

12. Liability and Insurance

Each Sponsor agrees to indemnify, protect, save, and hold Nth Degree and QUALCOMM and all agents and employees thereof forever harmless from and against any damages or charges imposed for violations of any law or ordinance, whether occasioned by the negligence of the Sponsors or any persons acting on its behalf or under its direction. Furthermore, Sponsors shall at all times protect, indemnify, save, and hold harmless Nth Degree and QUALCOMM from and against any and all losses, costs (including reasonable attorneys' fees), damages, liabilities and/or expenses arising from or out of any accident or bodily injury or other occurrence to any person or persons, including the Sponsor, its agents, employees, and business guests which arise from, or out of, or by reason of said sponsor's occupancy and/or use of all or part of the exhibition premises. NTH DEGREE AND QUALCOMM SHALL NOT BE LIABLE, UNDER ANY THEORY OF LIABILITY, TO ANY SPONSOR OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS, LOST SAVINGS, OR OTHER DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT OR THE CONFERENCE, REGARDLESS OF WHETHER NTH DEGREE AND/OR QUALCOMM WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE TOTAL, CUMULATIVE LIABILITY OF NTH DEGREE AND QUALCOMM REGARDING ANY AND ALL CLAIMS AND CAUSES OF ACTION ARISING FROM OR RELATING TO THIS AGREEMENT, UNDER ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, IN TORT, OR



OTHERWISE, EXCEED THE AMOUNT PAID BY A SPONSOR FOR ITS SPONSOR PACKAGE.

13. Prohibition on Events, Activities and Entertainment

Sponsors agree not to sponsor whole or partial group functions such as special events or other activities during the Conference and/or Partner Pavilion hours which would in any way interfere with any Conference sessions or events.

14. Fire Protection

All display materials brought or supplied by Sponsors must be flameproof and are subject to inspection by the Fire Department in the city where the Conference is conducted. No flammable fluids or substances or other dangerous materials may be used or shown.

15. Shipping Instructions

Sponsors must send all exhibits, graphic/signage literature and materials to be displayed in the booth (unless small enough to be hand carried) to the general contractor in advance of the conference. Shipping instructions and schedule will be provided in the Exhibitor Manual.



BREW 2005 Sponsorship Application

Submission of this application is required to become a Sponsor at BREW 2005 to be held at the Manchester Grand Hyatt, San Diego, CA June 1-3, 2005. Space is limited and assignment is subject to availability and priority points. New Sponsors are accepted at the sole discretion of BREW 2005 Conference Management. Space allocation decisions shall be made when applications and payment are received. Please review carefully and fill in all necessary information as applicable.

Sponsorship Packages

There are several levels of Sponsor Packages available as described in the accompanying materials. Please indicate the Sponsor Package you wish to apply for.

Sponsorship Type _____ **Cost** _____

We hereby apply for a Sponsorship at BREW 2005. We understand that this application becomes a contract when signed by us and accepted on behalf of Nth Degree, Inc. and QUALCOMM, Inc. We agree to comply with all exhibit regulations, instructions and conditions as published in the official Sponsor manual, which will be forwarded at a later date, and with all conditions under which facilities have been rented to Nth Degree, Inc. and QUALCOMM, Inc.

Company Name _____
(As you would like it to appear on your sign in booth)

Street Address _____

City _____ State _____ Zip/Postal Code _____ Country _____

URL _____

Logistical/Marketing Contact Name _____

Phone _____ Fax _____ Email _____

Applicant Contact Name _____

Phone _____ Fax _____ Email _____

Signature _____ Date _____

By signature above, the individual signing this contract represents and warrants that he/she is duly authorized to execute this binding contract.



Fee Payment

To guarantee space, a 50% deposit is due 15 days after notification of acceptance of sponsorship. Balance is due by December 1, 2004. Make checks payable to Nth Degree. Mail checks to: Nth Degree - QUALCOMM, PO Box 845540, Boston, MA 02284-5540.

Amount to be charged to my credit card \$ _____

Type of credit card: VISA _____ MASTERCARD _____ AMERICAN EXPRESS _____

Card Number _____ Exp. Date _____

Cardholder Name _____ Signature _____

Rules and Regulations

By execution and submission of this application, the applicant confirms he/she has read and agrees to abide by and fully comply with all terms and conditions of the accompanying BREW 2005 Rules and Regulations, incorporated herein by this reference. The BREW 2005 Rules and Regulations shall apply with respect to all Sponsorships as is set out in full herein.

Applicant Contact Name _____ Title _____

Authorized Signature _____ Date _____

Please fax completed application to BREW 2005 Sponsorship Manager at 404-508-2877.
Email: brew2005sponsors@nthdegree.com