



TEC Awards Sponsorship Application & Agreement JANUARY 22—25, 2015 • ANAHEIM CONVENTION CENTER • ANAHEIM, CALIFORNIA

TEC PROGRAM LISTING INFORMATION Sponsoring Company to be listed within NAMM TEC Awards (the "Program")		
TEC Sponsor Name:	(the "Sponsor")	
NAMM-TEC Contact Name:	Contact Phone:	
Address:	City:Zip:	
Email:Wel	osite:	
Purchasing Company: same as above different from above:		
Billing Information: same as above different from above:		
Address:	City:Zip:	
Sponsor acknowledges and agrees that this Application and Agreement, including the by Sponsor. By signing below, Sponsor accepts and agrees to the Terms and Condition is received.		
Authorized Signature:	Date:	
signature of official compa	ny representative	
SPONSORSHIP INFORMATION		
	parahin Daakaga	
Sponsorship: 2015 TEC Awards Front of House Spons	Cost:	
FRONT OF HOUSE SPONSORSHIP DE	ETAILS:	
upon sponsorship application submission-Ad materials are due Friday, November	r high-resolution .eps, .jpg, .tiff or .psd files) on. 21, 2014.	
PAYING BY CREDIT CARD	PAYING BY CHECK Make checks payable to "NAMM".	
Credit Card: Visa MasterCard AmEx	MAIL CHECKS TO: NAMM	
Credit Card Number: Exp. Date:/	5790 Armada Drive Carlsbad, CA 92008	
Cardholders Name:	TERMS	
Card Holder's Billing Address:	FAX COMPLETED FORM TO 760.438.7327 or tradeshow@namm.org	
Street	Full payment is due upon contract signing and submission. This sponsorship is non-cancelable and non-refundable due to the production	
City/State Zip Code	of printed materials that are distributed prior to the show. All sponsorship artwork is subject to approval by NAMM Show Management.	
	QUESTIONS?	
	Contact: tradeshowsales@namm.org • 760.438.8001	





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TERMS AND CONDITIONS

The National Association of Music Merchants ("NAMM") and the Sponsor have agreed to enter into this Agreement to set forth the terms of Sponsor's non-exclusive sponsorship of the Program in exchange for certain contributions to NAMM. Accordingly, NAMM and Sponsor agree as follows:

SPONSORSHIP

A. During the term of this Agreement, NAMM agrees to identify and acknowledge Sponsor as a sponsor of the Program, pursuant to Internal Revenue Code § 513(i) and related Treasury Regulations, by displaying Sponsor's logo and other agreedupon identifying information on NAMM's marketing, advertising, and promotional media in connection with the Program, in the manner (placement, form, content, etc.) reasonably determined by NAMM in its sole discretion. Sponsor agrees to provide all the necessary content and materials for use in connection with such

B. During the term of this Agreement, Sponsor shall be permitted to utilize NAMM's name, acronym and logo for the sole purpose of promoting Sponsor's sponsorship of the Program.

LICENSE OF INTELLECTUAL PROPERTY

A. NAMM is the sole owner of all right, title, and interest to all NAMM information, including NAMM's logo, trademarks, trade names, and copyrighted information, unless otherwise provided. NAMM hereby grants to Sponsor a limited, non-exclusive license to use certain of NAMM's intellectual property, including NAMM's name, acronym, and logo (collectively, the "NAMM Property"), solely in connection with promotion of Sponsor's sponsorship of the Program. Sponsor agrees that it shall not use NAMM's Property in a manner that states or implies that NAMM endorses Sponsor (or Sponsor's products or services). It is understood that NAMM retains the right to review and approve in advance all uses of such intellectual property, which approval shall not be unreasonably withheld.

B. Sponsor is the sole owner of all right, title, and interest to all Sponsor information, including Sponsor logos, trademarks, trade names, and copyrighted information, unless otherwise provided. Sponsor hereby grants to NAMM a limited, non-exclusive license to use certain of Sponsor's intellectual property, including names, trademarks, and copyrights (collectively, "Sponsor Property"), solely to identify Sponsor as a sponsor of the Program. It is understood that Sponsor retains the right to review and approve in advance all uses of such intellectual property, which approval shall not be unreasonably withheld. Sponsor represents and warrants that it has not previously disposed of any of the rights herein granted to NAMM nor previously granted any rights adverse thereto or inconsistent therewith; that there are no rights outstanding which would diminish, encumber or impair the full enjoyment or exercise of the rights herein granted to NAMM; and that the Sponsor Property does not and will not violate or infringe upon any patent, copyright, literary, privacy, publicity, trademark, service mark, or any other personal or property right of any third party.

C. Upon termination or expiration of this Agreement, all rights and privileges for use of the other party's Property shall expire, and each party shall discontinue the use of such other party's Property.

CONTRIBUTION SCHEDULE

A. In consideration for the right to sponsor the Program and to be acknowledged by NAMM as a sponsor of the Program during the term of this Agreement, Sponsor agrees to make cash contributions to NAMM in the amounts set forth on the Application, to be paid pursuant to the payment schedule set forth on the Application. Further, Sponsor will work with NAMM to identify and provide in-kind products, services and/or facilities to NAMM, NAMM's members, and/or in connection with NAMM activities.

B. To the extent that any portion of a payment under this section would not (if made as a separate payment) be deemed a qualified sponsorship payment under IRC § 513(i), such portion shall be deemed and treated as separate from the qualified sponsorship payment.

RELATIONSHIP OF PARTIES

The parties are independent contractors with respect to one another. Nothing in this Agreement shall create any association, joint venture, partnership, or agency relationship of any kind between the parties.

INDEMNIFICATION

Sponsor shall indemnify and hold harmless NAMM, its related entities, partners, agents, officers, directors, employees, attorneys, heirs, successors, and assigns from and against any and all claims, losses, damages, judgments, settlements, costs and expenses (including reasonable attorneys' fees and expenses), and liabilities of every kind incurred as a result of: (i) any act or omission by Sponsor or its officers, directors, employees, or agents; (ii) any use of Sponsor's name, logo, Web site, or other information, products, or services provided by Sponsor; and/or (iii) the inaccuracy or breach of any of the covenants, representations and warranties made

by Sponsor in this Agreement. This indemnity shall require the payment of costs and expenses by Sponsor as they occur. This section shall survive any termination or expiration of this Agreement.

CONFIDENTIALITY

Confidential Information is all information that is marked as such and all other information which a reasonable person would consider to be confidential. Confidential Information shall include, but is not limited to, information regarding the organization, its operations, programs, activities, financial condition, and membership or customer lists. During the Term, each party shall use and reproduce the other party's Confidential Information only for purposes of this Agreement and only to the extent necessary for such purposes. Each party shall restrict disclosure of the other party's Confidential Information to its employees and agents with a reasonable need to know such Confidential Information, and shall not disclose the other party's Confidential Information to any third party without the prior written consent of the other party.

PROGRAM

Exhibitor Rules. In the event that Sponsor elects to exhibit at the Program, Sponsor hereby agrees to comply with all Exhibit Space and Exhibitor rules and regulations issued by NAMM in connection with the Program. Sponsor further agrees to complete any additional applications and enter into any additional agreements in connection with Sponsor's exhibit space as may be required by NAMM.

TERM AND TERMINATION

A. The Term of this Agreement will begin on the Effective Date and continue through the end of the Program

B. Termination by Sponsor. If Sponsor desires to cancel this contract it may request to do so only by giving notice thereof in writing to NAMM, with evidence of receipt. In that case, Sponsor will continue to be liable for all fees governed by this contract and the dates payments are due, which apply regardless of the date on which this contract is executed. This amount is considered to be the liquidated and agreed upon damages that NAMM will suffer as a result of Sponsor's cancellation. This provision for liquidated and agreed upon damages is not a penalty. The withdrawal of reserved sponsorship from availability at a time when others would be interested in applying for it will cause NAMM to sustain substantial damages that may not be determined with mathematical precision. Therefore, the provisions for liquidated and agreed upon damages have been incorporated into this contract as a valid pre-estimate of these damages. The date of cancellation shall be the date NAMM

Termination by NAMM. If Sponsor fails to make any payment required by this contract in a timely manner, NAMM may terminate this contract (and Sponsor's participation in the Event) without further notice and without obligation to refund any monies previously paid. Notwithstanding anything herein to the contrary, Sponsor shall in all cases remain liable for the full amount of the fees covered by this contract and NAMM has the right to charge Sponsor a late fee of up to 2% per month on all outstanding amounts owed by Sponsor. Additionally, Sponsor agrees to pay any collection costs, including without limitation court costs, collection fees, and reasonable attorneys' fees incurred by NAMM in enforcing the Contract or the Rules and Regulations. NAMM reserves the right to refuse Sponsor permission to move-in and set-up an exhibit if Sponsor is in arrears of any payment due to NAMM. NAMM is expressly authorized (but has no obligation) to occupy or dispose of any space vacated or made available because of action taken under this paragraph in any manner it desires, and without releasing Sponsor from any liability hereunder. NAMM may also terminate this contract effective upon written notice of termination if Sponsor breaches any of its obligations under this contract or any other contract or arrangement with NAMM, without any obligation on NAMM's part to refund any payments previously made and without releasing Sponsor from any liability arising as result of or in connection with that breach. If NAMM removes or restricts an exhibit that NAMM considers to be objectionable or inappropriate, no refund will be due to Sponsor

D. Termination of Program. If NAMM cancels the Program due to circumstances beyond its control, including but not limited to acts of God, acts of war, governmental emergency, labor strike or unavailability of the relevant facility, NAMM shall refund to Sponsor the payments made through the time of cancellation. NAMM reserves the right to cancel, rename or relocate the Program or change the Program dates. If NAMM changes the name of the Program, relocates the Program to another facility within the same city, or changes the Program dates to dates that are not more than thirty days earlier or thirty days later, no refund will be due to





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TERMS AND CONDITIONS

GENERAL PROVISIONS

A. Warranties. Each party covenants, warrants and represents that it shall comply with all laws and regulations applicable to this Agreement and the performance of its obligations, and that it shall exercise due care and act in good faith at all times in the performance of its obligations hereunder. The provisions of this section shall survive termination of this Agreement.

- B. Binding Effect. This Agreement shall bind the parties, their respective heirs, personal representatives, successors and assigns.
- C. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California without regard to its conflict-oflaws or choice-of-law principles
- D. Assignment. This Agreement, or the rights granted under it, may not be assigned, transferred or sub-licensed by either party without the express prior written consent of the other party.
- E. Entire Agreement. This Agreement and all its attachments constitute the entire agreement between the parties and supersede all prior agreements, oral or written, relating to the Sponsorship. This Agreement may only be amended in a writing
- Notice. All notices given under this Agreement shall be in writing, and shall be deemed to have been duly given when delivered when sent by overnight courier, or certified mail (return receipt requested).

INSURANCE

As a condition for Sponsor's right to present at the Exhibit, Sponsor, at its own expense, is required to secure and maintain insurance as set forth herein throughout the duration of the Event, including move-in, Event days and move-out days. All such insurance shall be primary over any other valid and collectible insurance of Sponsor and shall be written on an occurrence basis. Claims-made policies are not acceptable and do not constitute compliance with Sponsor's obligations under

The following insurance coverage is required: (a) Worker's Compensation Insurance to the statutory limits; (b) Employer's Liability Insurance with limits not less than \$1.000.000 each accident:

(c) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence aggregate any one occurrence, \$2,000,000 coverage shall include contractual, copyright infringement, operation of mobile equipment, products and liquor liability (if applicable); (d) Automobile Liability Insurance coverage for owned, non-owned and hired vehicles, including loading and unloading operations with minimum limits of \$1,000,000 per occurrence for \$1,000,000 combined single limit. (e) Above required policies must name as "Additional Insured": NAMM, the Exhibition Facility and the City of Anaheim and their respective members, officers, directors, agents, representatives and employees; and (f) Purchase insurance coverage in an amount sufficient to protect Sponsor and Sponsor's property, goods, wares, merchandise, chattels and any other property (i.e., transit from factory or warehouse to the Exhibition Hall while stored or exhibited, and returned to Sponsor's premises) against loss, damage, theft or injury of any nature, and any claims arising from any activities conducted through the duration of the Event, including move-in, Show days and move-out days; (g) Sponsors agree to maintain such insurance that will fully protect, indemnify, hold harmless and defend NAMM, the Exhibition Facility, and the City of Anaheim and their respective members, officers, directors, agents, representatives and employees from any and all claims of any nature whatsoever, including attorney's fees, which may arise due to the actions, omissions, errors or negligence of Sponsor or its employees or members, contractors, subcontractors, agents or representatives, including claims under the Worker's Compensation Act, and for personal injury, including death which may arise in connection with installation, operation or dismantling of Sponsor's exhibit/ display. Sponsor agrees to waive any and all subrogation claims against NAMM, the Exhibition Facilities and the City of Anaheim.

All insurance must be provided by an insurance company with a Best's Rating of A, XII or better, which is legally authorized to transact business in the State of California. Sponsor shall provide NAMM or its authorized representative with a Certificate of Insurance (and complete copies of policies requested) and Additional Insured Endorsement documentation not less than 30 days prior to the first move-in day for the Event, evidencing the insurance required is in force, stating policy numbers, dates of expiration, and limits of liability thereunder. Policies shall provide for a thirty (30) day notice of cancellation or material change in favor of any certificate holder. Failure to provide the satisfactory Certificate of Insurance and additional insured endorsement as stated herein will result in the cancellation of this Contract, loss of Sponsorship and forfeiture of all payments. In the event Sponsor does not provide NAMM with proof of required insurance coverage as stated herein, Licensor may (but shall have no obligation to do so) procure the required coverage at Licensee's expense, and Licensee shall reimburse to Licensor the cost thereof prior to being granted the right to move in to the facility. Nothing herein contained shall be construed as limiting in any way the extent to which Sponsor may

be held responsible for damages to persons or property resulting from Sponsor's or its representatives or agents' participation in the Event, use and occupancy of the Facility, or Sponsor's obligation herein.

DAMAGE TO PROPERTY

Sponsor is liable for any damage or loss caused to the Exhibition Facility or booth equipment, its own property or to the property of others. In the event damage or loss occurs to an Sponsor's display/exhibit by another sponsor or exhibitor, the involved parties are responsible for resolving the dispute.

EXHIBITION AND EVENT PROVISIONS/REQUIREMENTS

Sponsor must abide by, adhere to and be bound by: (a) all applicable federal, state and local laws, codes, ordinances, rules and regulations, including fire, utility and building codes and regulations; (b) any rules or regulations of the Exhibition Facility, including any union labor work rules; (c) the terms of all leases and agreements between NAMM and the managers or owners of the Exhibition Facility/s; (d) the terms of any and all leases and agreements between NAMM and any other party relating to the Event; (e) all Rules and Regulations as stated in the Exhibitor Services Manual; and (f) Sponsor and its affiliates explicitly consent to receive fax, telephone, email, and other communications from NAMM and its partners under 47 U.S.C. Code 227 and any other applicable regulations.

TAXES, PERMITS AND LICENSES

Sponsor will be solely responsible for obtaining any licenses, permits, tax identification numbers or approvals required under applicable federal, state or local laws related to any of Sponsor's activities at the Event. Sponsor will be responsible for paying all taxes, license fees, use fees, royalties or other fees, charges, levies or penalties that become due to any governmental authority in connection with its activities at the Event. Sponsor will not permit the delivery of merchandise at the Exhibition Facility without the express permission of NAMM.

RIGHTS OF OFFSET

NAMM reserves the right, in its sole discretion, to apply any or all payments made for the Event to any or all outstanding payments due to NAMM. This applies to Exhibit Space Costs, Membership fees, and/or any other product or services offered by NAMM.

NAMM DECISIONS

Any and all matters, compliance issues or questions not specifically covered or addressed in this Contract as stated herein, or the Rules & Regulations or other provisions of the Exhibitor Services Manual, will be subject solely to the decision and determination of NAMM. NAMM reserves the right to make changes, amendments and additions to the terms and conditions of this Contract, the Rules and Regulations and in the Exhibitor Services Manual at any time and without prior notice. All changes, amendments and additions so made shall be binding on Sponsor. Sponsors will be advised of any such changes as reasonably deemed necessary by NAMM. Further, Sponsor agrees that NAMM will have full power in any matter of interpretation, amendment and enforcement of all terms and conditions stated herein, Rules and Regulations, and in all instances NAMM's rulings will be final. In the Event of any conflict, inconsistency, or incongruity between any provision of this Contract and any provision of the Rules and Regulations or the Exhibitor Services Manual, the provisions of this Contract shall govern and control.

ENTIRE AGREEMENT

This Sponsorship Application and Agreement, the Event Rules and Regulations, the Exhibitor Services Manual and any amendments and schedules referred to herein constitute the complete and exclusive statement of the terms of the agreement between NAMM and Sponsor pertaining to the Event and supersede any and all prior oral and written understandings, quotations, communications and agreements. This Contract may not be amended or modified except by a written instrument signed by NAMM.

EXHIBITOR'S ACCEPTANCE

Upon Sponsor's execution of the Contract, Sponsor acknowledges that it has read and understands the Terms and Conditions and the Rules and Regulations, and expressly agrees to accept such Terms and Conditions and Rules and Regulations, all of which are hereby incorporated by reference into and form essential terms and conditions of this Contract to the same extent as if set forth in full in the Contract. Further, the person signing this Contract on behalf of Sponsor represents and warrants that he/she is competent and has the necessary power, consent, and authority to execute and deliver this Contract on behalf of Exhibitor





THE NAMM SHOW • HILTON PACIFIC BALLROOM • ANAHEIM, CA • JANUARY 24, 2015



The Technical Excellence & Creativity Awards is the most prestigious recognition of outstanding achievement in professional audio technology and music production. The 30th Annual TEC Awards will again be presented at the **NAMM Show**, the largest trade show for the international music products industry, with over 95,000 attendees and nearly 1500 exhibitors.

TEC AWARDS FRONT OF HOUSE Sponsor



- Maximum visibility before thousands of NAMM Show attendees and exhibitors
- Targeted pre-and post-show promotion by the NAMM Foundation
- Extensive year-round co-branding opportunities with NAMM and the TEC Awards
- Presence in Web videos on TEC Awards YouTube channel through mid-2015



FRONT OF HOUSE SPONSORSHIPS:

Top-level branding for Sponsor at TEC Awards Ceremony, related events, promotion, publicity, ancillary products, website and other media

Technical Achievement Awards (\$40,000)

Les Paul Award (\$25,000) (co-sponsorship with Les Paul Foundation)

Creative Achievement Awards (\$25,000)

TEC Hall of Fame Award (\$25,000)



SPONSORSHIP / VIP RECEPTION

- 20 guests beverages (open bar)
- Sponsor signage displayed
- Sponsor logo in "Virtual Program Book" displayed on video monitors
- Photo opportunities for Sponsor representatives with nominees, presenters and VIPs during the Reception - all photos will be made available to Sponsor for publicity purposes







For more information contact:

Harrison Radie (760) 438-8001 x 242 harrisonr@namm.org

TEC AWARDS CEREMONY

- VIP Seating light fare and beverages for 20
- Company logo on tables
- Full-screen logo in video intro prior to Ceremony
- Sponsor-provided 10-second video clip prior to awards category
- Executive/spokesperson may co-present one Awards segment with a celebrity presenter
- Commemorative Sponsorship Pins

SOUVENIR PROGRAM BOOK

- Distributed at Ceremony, available online following the event, and distributed at industry trade shows and events
- Logo and 75-word company profile on FOH Sponsor page
- Full-page/4-color ad (premium position)

INTERNET & SOCIAL MEDIA

- Logo in top position on Sponsor Page with link to Sponsor website; Sponsor logo and company profile on Sponsor Resources page; links to sponsor contacts and website.
- Photos in TEC Awards website photo gallery of Sponsor representatives with VIPs, awards recipients, et al
- Sponsor participation highlighted on TEC Awards Facebook Page
- TEC Awards video featured on TEC Awards YouTube channel

NEWS RELEASE—NAMM NEWSLETTERS

- Sponsor announced in news release upon confirmation of sponsorship and named in subsequent releases prior to and following the TEC Awards
- Logo / link in email newsletters and other appropriate publicity

ADDITIONAL

- 1st option on 2016 FOH Sponsorship
- Rights to use TEC Awards Sponsor logo in Sponsor media through mid-2015
- A portion of your TEC Awards Sponsorship is tax-deductible as a charitable contribution

NAMM SHOW BENEFITS

- Article in NAMM Daily news during the Show recognizing/listing them as sponsors of TEC Awards - link to page on tecwards.org with logos
- Logo/name on a banner/digital signage in HOT Zone
- Souvenir program book placed in show site pub bin & HOT Zone
- · Credit as TEC Awards sponsor in show directory logo/name
- Smartphone Banner Ad



NAMM Foundation TEC Awards • 5790 Armada Drive, Carlsbad, CA 92008 FAX: (760) 683-6685 • EMAIL: sponsorships@tecawards.org





TEC Awards Front of House Sponsorship BenefitsJANUARY 24, 2015 • ANAHEIM CONVENTION CENTER • ANAHEIM, CALIFORNIA

TEC Awards Sponsorships offer prime opportunities for maximum visibility before thousands of NAMM Show attendees, as well as targeted pre- and post-show promotions by NAMM.

See below for the items included in your TEC Sponsorship package.

BENEFITS	Front of House Sponsorship
/IP/Sponsor Reception	
Open bar for reception guests	20
Company logo/name on TEC Awards signage	Logo & Name
Company logo in "Virtual Program Book" displayed on video monitors	Logo & Name
Photo opportunities for Sponsor representatives with nominees, presenters and VIPs during the reception with	•
all photos made available to Sponsor for publicity purposes	
TEC Awards Ceremony	
VIP seating with buffet and beverages, for	20
Company logo on tables	•
Category Sponsorship (FOH or Technical or Creative or LPA) with a Sponsor-	•
provided 10-second video clip shown prior to award category presentation	
Co-presentation of one award segment with a celebrity presenter by company executive/spokesperson	•
Logo/name listing in video intro prior to ceremony	Logo & Name
Souvenir Program Book	
Ad in program book distributed at ceremony/trade shows and	Full Page/4-cold
available online following the event	Premium Positio
Company logo and profile on Front of House Sponsor page	75 Words
Souvenir program book placed in NAMM Newsstand publication bin & H.O.T. Zone	•
Digital, Print & Social Media	
Company logo/name on TECAWARDS.org Sponsor page w/ link to Sponsor website	Logo & Name 2nd Pos
Company logo/name on TECAWARDS.org home page with link to Sponsor website	Logo & Name-Home
Sponsor photos on TECAWARDS.org website photo gallery of Sponsor representatives with VIPs, awards recipients, etc.	•
Company logo and profile on Sponsor resources page with	•
links to Sponsor contacts and website	
Sponsor participation highlighted on TEC Awards Facebook page	•
Company Logo/name on NAMM.org TEC Awards webpage	•
Sponsorship announced in news release upon confirmation and named	•
in subsequent releases prior to and following The TEC Awards Company logo/link in email newsletters and other appropriate publicity	•
Credit as TEC Awards Sponsor in NAMM Exhibitor Listing featuring company logo/name	•
Banner ad in The NAMM Show mobile app (\$500 value)	•
Rights to use TEC Awards Sponsor logo in your company media through mid-2015	•
Listing as a TEC Awards Sponsor in NAMM's Playback Magazine	•
Sponsor logo included in (1) daily email blast to all pro audio/NAMM-TEC attendee	s •
Credit on lower third (identifying graphic) during live TEC Awards web stream	•
Two alerts on The NAMM Show mobile app over the four-day show	•
Sponsor listing on Hilton second level lobby digital signage	•
Sponsor listing at NAMM Newsstand- foam core signage promoting event & nominated products	
Hilton meeting rooms made available to Sponsor for four hours over four days	•
(limited to first eight Presenting, FOH, Platinum or Gold Sponsors)	
Sponsor listing in UpBeat Daily ad on Saturday thanking TEC Award Sponsors	•
Sponsor listed on NAMM Show mobile app	•
Company logo rotated on digital way finders on show floor	•
Sponsor listing at The H.O.T. Zone	
Sponsor listing on digital signage in Hall A lobby Sponsor listing on standup/foam core sign in Hall A front wall	•
Sponsor listing on 103" monitors in Hall C lobby throughout 4-day show	•
Large Display Case Sponsorship in Lobby	•
Additional Benefits	