

Conference Delegate: Terms and Conditions

1. INTRODUCTION

- 1.1 These terms and conditions apply between the person, firm, company or other entity specified on your booking form ("**you**" or "**your**") and the Clarion Events Group company that is the owner, organizer, operator and/or manager of the event/conference ("**Clarion**"), for attendee / delegate registrations for the event specified on your booking form and any your participation therein ("**Conference**"). Please read them carefully as they contain important information.
- 1.2 All applications to register for the Conference, are made subject to these Terms & Conditions (which shall apply to the exclusion of any terms imposed by you) ("**your registration**"). If you do not agree to be bound by these terms Clarion will not be able to accept your registration.

2. REGISTRATION

- 2.1 All applications to register for the Conference are subject to availability and acceptance of your registration is at Clarion's sole discretion.
- 2.2 When you, or someone acting on your behalf, submit your registration to Clarion to attend the Conference you hereby agree to be bound by these terms and conditions. Your registration constitutes an offer by you to Clarion to attend the Conference and is subject to Clarion's acceptance in writing, including via email. A binding contract between Clarion and you will only be formed when written confirmation of acceptance is sent by Clarion to you (whether or not it is received) using the contact details you provided at the time of registration. It is your responsibility to ensure that the contact details that you provide on registration are correct.
- 2.3 Clarion reserves the right in its sole discretion to refuse to accept your registration and/or to disable or restrict any access, at any time, if in Clarion's reasonable discretion, you have failed to comply with any of the provisions of these terms and conditions.
- 2.4 Any and all costs associated with your registration and participation shall be borne by you. Clarion shall have no liability for such costs.
- 2.5 Only pre-registered delegates may attend the Conference. You are not permitted to share, or transfer any Conference access pass, login link and/or code provided by Clarion to any third party unless you have sought and obtained the express written consent to do so from Clarion. No one under the age of 18 will be able to attend the Conference without the prior written approval of Clarion.

3. DELEGATE CONDUCT

- 3.1 Clarion endeavours to provide an inclusive and informative environment for all participants in the Conference where everyone is treated with dignity and respect. Delegates shall conduct themselves in an appropriate, professional and business-like manner during the Conference. Offensive, abusive or discriminatory language and/or behaviour is not permitted.
- 3.2 You acknowledge that Clarion reserves the right to exclude or remove delegates from the Conference if, in its sole but reasonable discretion, Clarion determines that your behaviour in any way breaches these terms and conditions or is disruptive or hinders the enjoyment of the Conference by sponsors, delegates and/or any other attendees / participants. Clarion's decision is final and Clarion accepts no responsibility

or liability for any costs, claims, damages or expenses incurred by you in connection with such exclusion or removal.

- 3.3 Whilst attending the Conference you will comply with all applicable laws and all reasonable instructions given by or on behalf of Clarion and/or the venue owner, including in relation to any security arrangements.
- 3.4 You are responsible for ensuring your own safety and security whilst attending the Conference. Save as set out at in these terms and conditions, Clarion shall not be liable for any injury, loss or damage suffered by you.

4. FEES AND PAYMENT

- 4.1 The payment of any applicable fee (together with any applicable taxes) for the Conference is due in full in cleared funds at the time of registration and in any event prior to you accessing the Conference. If such payment is declined for any reason, Clarion may refuse to allow you access (whether physical and/or virtual) to the Conference and shall have no liability to you in that regard.
- 4.2 It is the intent of the parties that Clarion will receive payment of any applicable fees net of all applicable taxes, including without limitation, sales, VAT, service or withholding taxes ("**Taxes**"), all of which shall be paid solely by you. If and to the extent that any Taxes are levied upon, or found to be applicable to, the whole or any portion of the payment of your fees, the amount of such payment shall be increased by an amount necessary to compensate for the Taxes (including any amount necessary to "gross up" for Taxes levied on the increase itself).

5. DELEGATE ATTENDANCE AND ONE TO ONE MEETINGS

- 5.1 In consideration of: the grant of rights by Clarion to access and participate in the Conference; and, if applicable, the provision of any complimentary or discounted travel and accommodation by Clarion in relation to your attendance at the Conference; and, if applicable, any other financial incentive(s) provided by Clarion to you in relation to your attendance at the Conference, you hereby agree to:
- (a) attend and actively participate in the Conference (whether physically in-person) for the full duration of the Conference; and
- (b) comply with your minimum Meeting obligations as set out in clause 5.2 below.
- 5.2 Clarion will facilitate and schedule virtual business appointments between delegates and sponsors of the Conference which will take place during the Conference (each a "**Meeting**"). As part of this process, you shall select a minimum of four third party sponsors that you may be interested in meeting and submit your preferences to Clarion no less than one week in advance of the Conference.
- 5.3 You may receive written notifications on behalf of Clarion inviting you to participate in one or more Meetings. You may accept or reject such Meeting invitations in your discretion, save that, you are required to accept and participate in a timely basis in no less than four (4) such requested Meetings (or, if the number of Meeting invitations is fewer than four (4), then such minimum Meeting requirement shall be reduced to the number of received invitations accordingly).
- 5.4 Subject to clause 6 below, failure by you (or an approved Substitute) to accept and fully participate in the minimum

number of required Meetings may result in Clarion charging you a cancellation fee.

- 5.5 You acknowledge that there is no guarantee that you will get Meeting requests with regard to any or all of your selected sponsors. Clarion does not accept the responsibility for Meetings not kept by either party.

6 CANCELLATION OR SUBSTITUTION BY YOU

- 6.1 No refunds will be given if you cancel your booking or fail to attend the Conference.

- 6.2 Subject to clause 6.4 below, substitutions with employees from your organisation are welcome at any time but in all other respects delegate registrations are issued for your personal use only and cannot be shared with any person during the Conference. You may not purchase registrations as agent for any third party, sell or otherwise transfer your registration to others, or exploit the registration commercially or non-commercially in any way.

- 6.3 In the event that any delegate is unable to attend the Conference for any reason whatsoever, written notice of cancellation must be provided to Clarion **no less than four (4) weeks in advance** of the Conference.

- 6.4 Substitute representatives will be considered to replace the delegate, on guarantee of equivalent authority and subject to acceptance by Clarion, if written notice is provided to Clarion of the proposed change **no less than four (4) weeks in advance** of the Conference. Substitutes will only be admitted to the Conference at Clarion's sole discretion. If approved, your colleague will then be sent a request to register for the Conference to enable them to attend.

- 6.5 In the event that you are unable to attend the Conference or observe the obligations set out in clause 5 and do not provide at least four (4) weeks' written notice of cancellation and are unable to arrange for an approved substitution. Or in the event you cancel your attendance up to **four (4) weeks in advance** of the Conference: then Clarion may charge you a cancellation fee in an amount equal to

- (a) the cost borne by Clarion of any:
- (i) complimentary or discounted travel and accommodation; plus
- (ii) any other financial incentive(s),
- provided by Clarion to you in relation to your attendance at the Conference; or
- (b) £250 plus VAT per day (this being a reasonable pre-estimate of loss incurred by Clarion directly as a result of your non-attendance),
- whichever is the greater amount.

7 CANCELLATION OR CHANGES TO THE CONFERENCE BY CLARION

- 7.1 Clarion may (at its sole discretion) change:
- (a) the format (including, without limitation, from a physical in-person Conference to a virtual Conference and vice versa), speakers, participants, content, venue, location, timings and programme or any other aspect of the Conference at any time and for any reason, whether or not due to a Force Majeure Event, in each case without liability.
- (b) the dates of the Conference or cancel the Conference at any time for any reason. Where Clarion changes the date for any

reason except due to a Force Majeure Event (in which case the terms of clause 8 shall apply) Clarion shall automatically transfer your registration to the rearranged Conference.

- 7.2 In the event that the Conference is permanently cancelled (and not postponed) by Clarion for any other commercial reason including (without limitation) the lack of support for the Conference, Clarion will refund to the delegate all charges paid by the delegate to Clarion and you agree and acknowledge that you will have no further claim whatsoever against Clarion in respect of such cancellation.

8 FORCE MAJEURE

- 8.1 Where a Force Majeure Event has or may have (in Clarion's sole discretion) an adverse impact on: (i) the ability of Clarion to hold the Conference at the planned venue or on the planned date; or (ii) the Conference generally, then Clarion shall be entitled but not obliged (in its sole discretion) to either: (i) provide an alternative format, facility, timings / opening hours or venue (including virtual) for the Conference; and/or (ii) reschedule the Conference. Any of your fees, if applicable, received by Clarion shall be applied to any rearranged or rescheduled Conference held pursuant to this clause 8 and you shall not be entitled to object to such rearranged or rescheduled Conference or have any right to claim any compensation in respect thereof. If Clarion is unable or elects not to rearrange or reschedule the Conference pursuant to this clause 8, then you will (as your sole remedy) be entitled, in your sole discretion, to receive either a refund or credit note in respect of your fees, if applicable, received by Clarion.

- 8.2 For the purpose of these terms and conditions "**Force Majeure Event**" means any event or circumstance arising that is beyond the reasonable control of Clarion (including but not limited to governmental laws, ordinances, regulations, requisitions, restrictions, guidelines, recommendations or action, imposition of sanctions, embargo, military action, acts or threats of terrorism or war, mob, civil commotion or riot, health scares (including without limitation, epidemic and pandemic (e.g., COVID-19), whether or not new, ongoing or recurring), fire, acts of God, flood, drought, earthquake, severe weather, disaster, disruption to transportation, third party contractor/supplier failure, venue damage or cancellation, industrial dispute, strikes, labour disputes, interruption/failure of utility service, lack of commodities or supplies, accidents, nuclear, chemical or biological contamination, speaker or participant cancellation or withdrawal, or any other comparable calamity or casualty.

- 8.3 To the fullest extent permitted by the applicable law, Clarion shall not be liable to you for any loss, delay, damage or other liability incurred resulting from or arising in connection with the cancellation or date change of the Conference howsoever arising or any venue change. You acknowledge and agree that the provisions of clause 7 and 8 set out your sole remedy should the Conference be changed, postponed or cancelled and all other liability of Clarion is expressly excluded.

- 8.4 Subject always to clause 8.2 and 8.3 above, if, by reason of any Force Majeure Event, Clarion is delayed in or prevented from performing any of its obligations to you under these terms and conditions or otherwise, then such delay or non-performance shall not be deemed to be a breach of these terms and conditions and no loss or damage shall be claimed by you by reason thereof. Clarion's obligations shall be suspended during the period of the delay or non-performance and Clarion and you shall each use reasonable endeavours to mitigate the effect of the Force Majeure Event.

9 ACCESS TO AND USE OF AN ONLINE SERVICE

(THIS CLAUSE ONLY APPLIES WHERE ALL OR ANY PART OF THE CONFERENCE IS PROVIDED IN A VIRTUAL FORMAT)

- 9.1 Should the Conference involve the use of an online service, you undertake to be responsible for any technical requirements needed to enable you to access the Conference website, app or other platform made available by Clarion to facilitate participation in the Conference, including in relation to the Meetings (the "Online Platform").
- 9.2 Clarion does not guarantee that the Online Platform, or any content on it, will always be available or be uninterrupted. Access to the Online Platform is permitted on a temporary basis. Clarion may suspend, withdraw, discontinue or change all or any part of the Online Platform without notice. Clarion will not be liable to you if for any reason the Online Platform is unavailable at any time or for any period. Clarion may update or change the Online Platform and/or change the content on it at any time.
- 9.3 You agree not to:
- (a) use the Online Platform in any way that breaches these terms and conditions or any applicable local, national or international law or regulation or the applicable third party service provider's terms of use of such Online Platform;
- (b) do any act or thing that might damage, disrupt or otherwise interfere with the operation of the Online Platform or any equipment, network or software used in operating the Online Platform;
- (c) make libellous postings or defamatory comments or any postings / comments which are illegal or infringe the intellectual property rights of any third party.
- 9.4 Clarion does not guarantee that the Online Platform will be totally secure or free from bugs or viruses. You are responsible for configuring your information technology in order to access the Online Platform and we recommend that you use your own virus protection software.
- 9.5 You must not misuse the Online Platform by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to the Online Platform, the server on which the Online Platform is stored or any server, computer or database connected to the Online Platform. You must not attack the Online Platform via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the Online Platform will cease immediately.
- 9.6 All rights in all presentations, materials and documentation - published or otherwise made available as part of the Conference ("**Content**") are owned by Clarion or are included with the permission of the owner of the rights. No (i) photography, filming or recording at the Conference or on the Online Platform; or (ii) republication, broadcast or other dissemination of the Content, is permitted. You shall not distribute, reproduce, modify, store, transfer or in any other way use any of the Content (save that use by the relevant delegate for internal business purposes shall be permitted), and in particular (but without limitation) you shall not (and shall procure that each of your delegates shall not) download, store, reproduce, transmit, display, copy, distribute, exploit or use the Online Platform and/or any Content thereon for your own commercial gain.

9.7 Clarion does not endorse or accept any responsibility for the Content and/or Materials, or the use of, any goods or services that may be identified or described on the Online Platform and we shall not be liable for any loss or damage caused or alleged to be caused by or in connection with use of, or reliance on, any Content, goods or services available on or through the Online Platform or any website or other resource referenced therein.

9.8 Any posts, messages or other materials, information or data you supply or upload to the Online Platform (collectively, "**Materials**") will be considered non-confidential and non-proprietary, and Clarion has the right to use, copy, distribute and disclose to third parties any such Materials for any purpose. You hereby waive any moral rights in any Materials to the extent permitted by applicable law. Clarion reserves the right, at our sole discretion, to edit or remove postings to any message boards on the Online Platform and delete or use electronic methods to block or filter any Materials at our discretion, but we do not have any obligation to do so.

9.9 Clarion is under no obligation to oversee, monitor or moderate any interactive service it provides on the Online Platform and, without limitation, Clarion expressly excludes all liability for any loss, injury or damage whatsoever arising from the use of any interactive service by any user, whether the service is moderated or not.

10 DATA PROTECTION

10.1 By registering for the Conference, your registration details will be available to Clarion and its affiliates to deliver the Conference, including the Meetings, (whether in live, in-person and/or virtually) as well as to contact you with information about similar events and services in accordance with Clarion's Privacy Policy which can be found here: <https://clarionevents.com/privacy-policy>.

10.2 Further, there may be certain areas of the Conference at which your attendance is conditional on your personal information being provided to third parties which have sponsored or are managing such areas. The use that any third parties make of your personal information is outside of Clarion's control and, to the extent permitted by applicable law, Clarion does not accept any liability in this regard.

10.3 In particular, you acknowledge that your access to the Conference has been granted on the condition of satisfying the minimum Meeting obligation set out in clause 5 above and, as part of the arrangement of such Meetings, your personal information may be provided, as part of the acceptance of a Meeting invitation process, to the participating third party sponsor participating in such Meeting with you.

11 LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY THE APPLICABLE LAW, CLARION EXCLUDES: (A) ALL LIABILITY FOR LOSS, INJURY, DISEASE OR DAMAGE TO PERSONS OR PROPERTY AT THE CONFERENCE; (B) ALL INDEMNITIES, WARRANTIES, REPRESENTATIONS (WHETHER EXPRESS OR IMPLIED); AND (C) ANY ACTUAL OR ALLEGED INDIRECT LOSS OR CONSEQUENTIAL LOSS, ANY LOSS OF PROFITS, ANTICIPATED PROFITS, SAVINGS, LOSS OF BUSINESS REVENUE, LOSS OF BUSINESS, LOSS OF OPPORTUNITY, LOSS OF GOODWILL, OR ANY OTHER TYPE OF ECONOMIC LOSS, SUFFERED BY YOU HOWSOEVER ARISING. IF CLARION IS LIABLE TO YOU FOR ANY REASON, CLARION'S TOTAL LIABILITY TO YOU IN RELATION TO THE CONFERENCE (WHETHER UNDER

THESE TERMS OR CONDITIONS OR OTHERWISE) IS LIMITED TO THE AMOUNT OF ANY FEES REMITTED BY YOU AND RECEIVED BY CLARION IN CLEARED FUNDS.

12 GENERAL

- 12.1 Clarion reserves the right to amend these terms and conditions from time to time. However, you will be subject to the terms and conditions in force at the time you submit your registration.
- 12.2 The illegality, invalidity or unenforceability of any provision of these terms and conditions shall not affect the legality, validity or enforceability of any other provision and in the event that any particular provision is deemed to be invalid, illegal or unenforceable, then these terms and conditions shall be construed as if such provision was removed and the remainder of these terms and conditions shall be read and construed as if such offending provision had never formed part of these terms and conditions.
- 12.3 These terms and conditions, together with the registration form, constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter, and no correspondence or representation written or verbal entered into or which took place before the date of booking.
- 12.4 Nothing in these terms and conditions is intended to create a partnership, joint venture or legal relationship of any kind between the parties.
- 12.5 These terms and conditions and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in all respects in accordance with the laws of England. The parties irrevocably agree that the courts of England have exclusive jurisdiction to determine any dispute or claim that arises out of or in connection with these terms and conditions or its subject matter or formation (including non-contractual disputes or claims) and the parties submit to the exclusive jurisdiction of the English courts.
- 12.6 Should you have any reasons for a complaint, we will endeavour to resolve the issue and avoid any re-occurrence in the future. You can always contact us by using the following details.

Address: Clarion Connexa, Fulham Green, Fulham High Street, SW6 3JW

Email: Alexi.Georgiou@clarionevents.com