

**THESE TERMS AND CONDITIONS APPLY TO VISITOR REGISTRATIONS FOR EVENTS  
ORGANISED BY FESPA LIMITED**

**PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY AS THEY CONTAIN IMPORTANT  
INFORMATION. BY SUBMITTING YOUR REGISTRATION, YOU AGREE TO BE BOUND BY THESE  
TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS AND  
CONDITIONS, WE ARE UNABLE TO ACCEPT YOUR REGISTRATION.**

**1 General**

1.1 In these terms and conditions, unless the context requires otherwise, the following expressions have the following meanings:

“**Conditions**”: these terms and conditions (as amended by the Organiser from time to time);

“**Contract**”: the contract for the registration of visitors for the Event, in accordance with these Conditions;

“**Event**”: the event, exhibition or show organised by us from time to time;

“**Force Majeure Event**”: any event, circumstance or cause beyond FESPA’s reasonable control (whether or not foreseeable) including acts of God, flood, drought, earthquake or other natural disaster; epidemic or pandemic (whether declared or not); terrorist attack (or threat of the same), civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking down of diplomatic relations; nuclear, chemical or biological contamination or sonic boom; any law or any action taken by a government or public authority, including imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent; collapse of buildings, fire, explosion or accident; any labour or trade dispute, strikes, industrial action or lockouts; non-performance by suppliers or subcontractors and interruption or failure of utility service;

“**Organiser**”, “**FESPA**”, “**us**”, “**our**” or “**we**”: FESPA Limited, (a company registered in England and Wales with company number 2449446) and its registered office address at Holmbury, The Dorking Business Park, Dorking, Surrey RH4 1HJ;

“**Venue**”: the venue at which the Event is being held; and

“**Visitor**” or “**you**”: any individual, firm or corporate body (which expression shall include its successors and assigns) who applies to or registers with the Organiser to attend the Event.

1.2 In these Conditions, unless otherwise specified:

1.2.1 references to the singular include the plural;

1.2.2 the words “**including**”, “**include**”, “**in particular**” or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;

1.2.3 references to a “**person**” include an individual, body corporate (wherever incorporated), unincorporated association, trust or partnership (whether or not having separate legal personality), government, state or agency of a state, or two or more of the foregoing; and

1.2.4 a reference to **writing** or **written** includes fax and email.

**2 Application**

2.1 These Conditions shall apply to and be incorporated into the Contract, and shall apply to the exclusion of all other terms including those implied by law, trade custom, practice or course of dealing.

2.2 Your application or registration for admission to the Event you select (whether made online or otherwise) constitutes an offer by you to FESPA to attend such Event at the Venue on the basis of these Conditions. Accordingly, our acceptance of your

application or registration in accordance with clause 2.3 shall establish a contract for the sale and purchase of a ticket for your attendance at the Event, on the terms set out in these Conditions.

2.3 If we receive your application or registration:

2.3.1 in advance of the Event, we will confirm your attendance by issuing you with a paper or online ticket (as requested) within 14 (fourteen) days of your application or registration; or

2.3.2 at the Event itself, we will confirm your attendance by immediately issuing you with a paper or online ticket and permitting you entrance to the Event,

and in each case, we reserve the right to refuse any application or registration at our discretion.

### **3 Event organisation**

3.1 We warrant to you that we will use our reasonable care and skill in organising the Event, subject to the provisions of this clause 3.

3.2 We shall use our reasonable endeavours to provide you with up to date information relating to the Event but shall not be liable in the event that you do not receive any such information.

3.3 We reserve the right at any time and (subject to clause 7.3) without any liability to you (including any liability to refund monies or exchange tickets), to change the format, participants, content, location, timing or any other aspect of the Event, if necessary to comply with any applicable law or regulatory requirement, or if the change will not materially affect the nature or quality of the Event, or due to a Force Majeure Event which prevents or restricts (in either case, in part or in whole) us from performing any part of our obligations or the staging of the Event itself.

3.4 Without prejudice to clause 3.3, we reserve the right upon written notice to you, to postpone or cancel an Event at any time for any reason. This might include as a result of a Force Majeure Event which prevents or restricts (in either case, in part or in whole) us from performing any part of our obligations or the staging of the Event itself in any way, or because our venue hire agreement with the Venue is terminated for any reason, or because in our reasonable opinion, it is unlikely that there will be sufficient exhibitor and/or visitor participation in the Event.

3.5 Where an Event is, pursuant to clause 3.4:

3.5.1 postponed, your registration will be valid for the next re-scheduled edition of that Event. If you notify us within 14 (fourteen) days of our notification of postponement that you are unable to attend such re-scheduled edition, we shall refund any monies you have paid to us for registering to attend the Event; and

3.5.2 cancelled, your registration will be valid for the next available edition of that Event. If you notify us within 14 (fourteen) days of our notification of cancellation that you are unable to attend such next available edition, we shall refund any monies you have paid to us for registering to attend the Event,

and in each case, we shall have no further liability to you in respect of the postponed or cancelled Event, including for any costs you have incurred in respect of your attendance at the same (or any re-scheduled or other event) such as travel and accommodation expenses.

### **4 Registrations and entry**

4.1 Where we accept your application or registration for attendance at the Event, you will be issued with an online or paper ticket.

4.2 Your ticket is not refundable after purchase (except pursuant to clause 3.5.1). If your ticket is re-sold or transferred for profit or commercial gain by anyone other than the

Organiser, it will become void and the holder may be refused entry or ejected from the Venue.

- 4.3 Your ticket entitles the holder to attend the specified Event and allows multiple entry during the period for which the Event is being held.
- 4.4 There is no admission to the Event without a ticket.
- 4.5 You must check your ticket upon receipt and ascertain the date and time of any Event (or re-scheduled Event). Subject to clause 7.3, we will not have any liability to you if you fail to comply with this provision including to rectify any mistake which you have failed to notify to us promptly.
- 4.6 Your registration does not include travel to or from the Event, or any accommodation or other costs incurred in attending the Event, for which you are solely liable.
- 4.7 We reserve the right to conduct security searches at the Event to ensure the safety of our exhibitors and/or visitors.
- 4.8 No-one under the age of 16 may be admitted to the Event due to health and safety regulations. We reserve the right to ask for identification of age of the ticket holder and to refuse admission to or to eject from the Event any person who is unable to produce such identification when requested. Subject to clause 7.3, we shall have no liability to you in the event that we exercise our rights pursuant to this clause 4.8.
- 4.9 We reserve the right to refuse admission to or to eject from the Event, any person who, in our reasonable opinion:
  - 4.9.1 fails to comply with these Conditions; or
  - 4.9.2 appears to be intoxicated, under the influence of drugs, or who is otherwise behaving dangerously or inappropriately or in any other way which is likely to cause damage, injury, nuisance or annoyance to any person or to the property of any person; or
  - 4.9.3 represents a security risk; or
  - 4.9.4 fails to comply with the reasonable requests or instructions of the Organiser,

and we reserve the right to deny such person any further attendance at or admission to the Event (or any other event which we may organise). Subject to clause 7.3, we shall have no liability to you in the event that we exercise our rights pursuant to this clause 4.8.

## **5 Visitor rules**

- 5.1 During your attendance at the Event, you will comply with all safety regulations, public order regulations, and all applicable laws, and any directions or instructions given from time to time by our management or officials, the Venue or any security personnel at the Event. Without limiting the foregoing, you shall:
  - 5.1.1 not seek to attend the Event if you are under the age of 16;
  - 5.1.2 not admit any animals to the Event (with the exception of registered assistance guide dogs for the blind);
  - 5.1.3 not hinder other visitors to the Event, including blocking for an unreasonable period their view or enjoyment of exhibition displays, or by making unreasonable noise or nuisance;
  - 5.1.4 not, without our prior written consent, carry out any commercial activity or promotion or take photographs or make sound, video or film recordings at the Event or transmit audio or visual material, data or information from the Event;
  - 5.1.5 keep within the areas of the Venue to which visitors to the Event are permitted admission;

- 5.1.6 not eat food except in the café/restaurant and outside areas or take food or drinks into an exhibition area at the Event;
  - 5.1.7 not undertake any ambush marketing or conduct promotions or commercial activities]. Without limiting the foregoing, the sale of articles anywhere at the Venue is strictly prohibited except with our prior written consent. We reserve the right at our absolute discretion, to confiscate and dispose of any such articles found in breach of this clause 5.1.6 and subject to clause 7.3, shall not have any liability to you as a result; and
  - 5.1.8 not infringe (knowingly or otherwise) the rights of any sponsors, suppliers, broadcasters or other parties commercially associated with the Event.
- 5.2 You shall not take to the Event any prohibited items (being sharp objects and other weapons, fireworks, politically sensitive material or anything else likely to cause offence or harm). We reserve the right at our absolute discretion to you, to confiscate any such articles found in breach of this clause 5.2 and may inform relevant authorities, and subject to clause 7.3, shall not have any liability to you as a result.

## **6 Your personal data**

### **6.1 What personal data we collect and how we use it**

FESPA may collect, use, store and transfer different kinds of personal data about you such as full name, corporate body, address, phone number and email address. We will only use your personal data for the purposes for which we collected it, which will include the following:

- 6.1.1 to provide you with confirmation of your registration for the Event;
- 6.1.2 to provide you with your entry badge for the Event;
- 6.1.3 to contact you to give you information related to your attendance at the Event; and
- 6.1.4 the uses described in clause 6.7.

### **6.2 Disclosures of your personal data**

Exhibitors may use lead generation devices at the Event. If you choose to allow your entry badge to be scanned at the Event, we will share your personal data with the relevant exhibitor/s.

### **6.3 Promotional offers from us**

FESPA strives to provide you with choices regarding certain personal data uses, particularly around marketing and advertising. We may use your personal data to form a view on what we think you may want or need, or what may be of interest to you. This is how we decide which products, services and offers may be relevant for you (we call this marketing). You will receive marketing communications from us if you have requested information from us or previously attended our events, and you have not opted out of receiving that marketing.

### **6.4 Third party marketing**

We will get your express opt-in consent before we share your personal data with any third party for marketing purposes.

### **6.5 Opting out**

You can ask us or third parties to stop sending you marketing messages at any time by following the opt-out links on any marketing message sent to you or by emailing us at [preference@fespa.com](mailto:preference@fespa.com). When you opt out of receiving these marketing messages, this will not apply to personal data provided to us as part of your registration for the Event.

### **6.6 Our full privacy statement**

For more information on how we use and look after your personal data, please visit our full privacy statement [here](#).

## 6.7 **Filming, recording and photography at the Event**

Please be aware that filming, recording, and photography may be carried out at the Event by us or third parties with our consent (such as exhibitors). You consent (without being paid) to being included in such films, recordings and photographs, and the use, reproduction, storage, distribution and broadcasting of such films, recordings and photographs (including copies made) anywhere in the world, for promotional and marketing purposes.

## 7 **Limitation of liability THE VISITOR'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE**

- 7.1 The restrictions on liability in this clause 7 apply to every liability of the Organiser arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 7.2 Subject to clause 7.3, the Organiser shall have no liability for:
- 7.2.1 the acts or omissions of any third party, including the owners and/or managers of the Venue, any exhibitors at the Event and any other visitors to the Event; and
  - 7.2.2 the loss of or damage to any personal property brought by the Visitor to the Event.
- 7.3 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:
- 7.3.1 death or personal injury caused by negligence; and
  - 7.3.2 fraud or fraudulent misrepresentation.
- 7.4 This clause 7.4 sets out specific heads of excluded loss ("**Excluded Loss**"):
- 7.4.1 subject to clause 7.3, the types of loss listed in clause 7.4.2 are specifically excluded by the Organiser;
  - 7.4.2 the following types of loss are wholly excluded:
    - (a) loss of profits;
    - (b) loss of sales or business;
    - (c) loss of agreements or contracts;
    - (d) loss of anticipated savings;
    - (e) loss of use or corruption of software, data or information;
    - (f) loss of or damage to goodwill; and
    - (g) indirect or consequential loss.
- 7.5 Subject to clause 7.3:
- 7.5.1 the Organiser shall not be liable to the Visitor for any Excluded Loss; and
  - 7.5.2 and subject to clause 7.5.1, the Organiser's total liability to the Visitor shall not exceed €6,500,000.

## 8 **General**

- 8.1 FESPA reserves the right to amend these Conditions from time to time and you will be subject to the Conditions in force at the time that you enter into the Contract.
- 8.2 The Visitor shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract.
- 8.3 FESPA shall not be in breach of the Contract nor liable (whether for the cost of registration or for any associated travel and/or accommodation costs) for delay in performing or failure to perform, part or any of its obligations under the Contract if such delay or failure results (directly or indirectly) from a Force Majeure Event.

- 8.4 These terms and conditions shall be governed by English law, and the parties submit to the exclusive jurisdiction of the courts of England and Wales.