

## ATTENDEE TERMS & CONDITIONS

### 1. DEFINITIONS

In this Agreement, the following expressions shall, unless the context otherwise requires, have the following meaning:

- 1.1. **"Additional Regulations"** means the regulations issued by the Venue Owner in relation to the Event.
- 1.2. **"Agreement"** means the Registration Form and the Terms and Conditions
- 1.3. **"Attendee"** or **"you"** mean the person who has submitted a Registration.
- 1.4. **"Cancellation Charges"** means the cancellation charges payable by you as set out in the Registration Form.
- 1.5. **"Confidential Information"** means (i) this Agreement; (ii) all technical, operational, financial and other information relating to the Organiser, its group companies and/or the Event; and (iii) any other information or data in any form that is marked as confidential or would reasonably be considered confidential information under the circumstances. Confidential Information does not include information that is independently developed by you, is rightfully given to you by a third party without confidentiality obligations, or becomes public through no fault of yours.
- 1.6. **"Event"** means the physical and/ or digital event for which you have applied to register.
- 1.7. **"Event IP"** means all Intellectual Property Rights in respect of the Event including without limitation (a) all content in any form submitted by you at the Event; and (b) all presentations, documentation and materials created, published or otherwise made available as part of the Event in any form, including Recordings.
- 1.8. **"Fee"** means the fee(s) payable by you to us to attend the Event (if any), as set out in the Registration Form.
- 1.9. **"Force Majeure Event"** means an event or series of connected events outside of our reasonable control and/or the reasonable control of our sub-contractors and/or suppliers as applicable (including without limitation, pandemic, strikes or other industrial disputes, failure of a utility service or transport network, act of God, war, riot, civil commotion, terrorism, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood or extreme adverse weather conditions).
- 1.10. **"Intellectual Property Rights"** means intellectual property and related rights including, without limitation, trade marks, copyright, design rights, know-how, confidential information and goodwill existing now or in the future anywhere in the world and whether registered or not.
- 1.11. **"Organiser"** or **"we"** means Nineteen Events Group Limited, a company registered in England with company number 07664714 and its registered address at Central House, 1 Alwyne Road, Wimbledon, London, SW19 7AB and its affiliates.
- 1.12. **"Organiser Marks"** means any logo or word marks owned by us and used in connection with the Event.
- 1.13. **"Organiser Regulations"** means such additional rules and regulations in respect of the operation of the Event, including but not limited to those set out in any "show guide", that are provided to you by us in advance of the Event.
- 1.14. **"Owner"** means the proprietor of the Venue, together with its agents, employees and contractors.
- 1.15. **"Platform"** means any application, website or other technology platform that is delivered by us or a third party, on which the Event (or any part thereof) is made available.
- 1.16. **"Platform Terms"** means any terms, conditions, rules or regulations that govern the use of the Platform.
- 1.17. **"Recordings"** means digital copies, filmings, sound recordings and photography at the Event, which may feature your image .
- 1.18. **"Registration Form"** means your application to register as an attendee to the Event.
- 1.19. **"Registration Date"** means the date on which your Registration Form is accepted by the Organiser in accordance with clause 2.3.
- 1.20. **"Terms and Conditions"** means these terms and conditions, as may be amended in accordance with clause 4.1(e).
- 1.21. **"Venue"** means the physical space in which the Event shall take place.
- 1.22. In light of the meanings given above to **"we"** and **"you"**, references to **"us"**, **"our"** and **"your"** shall be construed accordingly.

### 2. REGISTRATION AND ENTRY

- 2.1. Entry to the Event is:
  - (a) strictly for business professionals in the industry to which it relates;
  - (b) subject to availability;
  - (c) conditional upon your production of appropriate identification in our discretion;
  - (d) strictly limited to persons aged 18 or over, except persons agreed between us in advance in writing and accompanied by an adult; and
  - (e) provisional upon your compliance with clause 4.1.
- 2.2. We reserve the right to accept or reject any Registration Form in our sole discretion.
- 2.3. Acceptance of your Registration Form by us shall occur:
  - (a) when we notify you that your registration was successful by email notification; or
  - (b) should you submit a Registration Form at the Event, when we grant you entry to the Event;
 in each case once payment of any Fee(s) has been received by us in full.
- 2.4. On acceptance of your Event registration you may be issued with an attendee badge, online user account details, and/ or other information enabling you to access the Event, all of which is personal to you and must not be used by or transferred to any other person.

### 3. PAYMENT

In consideration for entry to the Event, you shall pay us any applicable fee(s) as set out in the Registration Form. Unless otherwise agreed by us in writing, all sums due to us from you shall be paid within 30 days of the date of our invoice, to the account specified on the Registration Form. We reserve the right to refuse you entry to the Event until we have received cleared funds of all payments due from you (including any applicable interest). Unless otherwise stated, all sums stated are exclusive of VAT, which (if applicable) you shall pay to us in addition. All Attendees who are not domiciled in the United Kingdom shall make all payments by credit card, bank transfer or by sterling cheque or bank draft drawn on a bank in the United Kingdom. If there is any payment still due to us less than fourteen days before the opening of the Exhibition, you shall pay us by bank transfer or credit card. We reserve the right to refuse cheque payments. You shall not be entitled to withhold any payment in whole or in part on the ground that you have a claim, counterclaim or set-off against us.

#### 4. ATTENDANCE

- 4.1. In connection with and whilst in attendance at the Event you shall:
- (a) comply with our reasonable instructions and directions, all Applicable Laws, Additional Regulations, Organiser Regulations and Platform Terms;
  - (b) comply with all rules, regulations, directions and/ or other requirements that we display at the Event or otherwise notify you of at any time in our discretion, in relation to the health and safety of our Event participants and attendees;
  - (c) not infringe the Intellectual Property Rights or other rights of any party;
  - (d) conduct yourself in a manner that preserves the reputation, security and goodwill of the Event;
  - (e) not photograph, film, record, republish, broadcast or otherwise disseminate any part of the Event, unless otherwise agreed between us in advance in writing;
  - (f) not distribute any printed materials at the Event;
  - (g) not without our advance written authorisation canvass any person at the Event for or in relation to your or any third party's trade event business.
- 4.2. You acknowledge that you shall be solely responsible for:
- (a) your own costs of attendance;
  - (b) ensuring that you have the technical functionality and compatibility to access any Platform.
- 4.3. In respect of any Recordings, you hereby waive any: (a) moral or other rights in and to such Recordings, and (b) claims relating to or arising from the Recordings or their use.

#### 5. OUR RIGHTS

- 5.1. We shall be entitled to:
- (a) refuse any person admission or remove any person from the Event: (i) whose presence in our opinion is likely to create a nuisance or otherwise be detrimental to the Event or its security; or (ii) who breaches any of the requirements set out in clauses 2.1 or 4.1;
  - (b) conduct Recordings that we shall be permitted to use anywhere in the World for promotional and other purposes, without any payment or other form of compensation to you;
  - (c) alter the position, layout and/or features of the Event;
  - (d) alter the Venue, format, dates, opening hours, dates and duration of the of the Event, subject to clauses 6.5 and 6.6.
  - (e) amend these Terms and Conditions from time to time by uploading the amended version to our online visitor portal and/or website(s).

#### 6. CANCELLATION

- 6.1. If a Fee has been paid or is payable for your attendance at the Event and you wish to cancel your registration following the Registration Date, you must send us written notice of cancellation by recorded delivery post to our address specified in the Registration Form.
- 6.2. In the event that you:
- (a) request to cancel your Event registration in accordance with clause 6.1; or
  - (b) fail to meet your payment obligations (whether as to the amounts due or dates of payment);
- We shall be entitled to cancel your Event registration, to apply any Cancellation Charges (which shall be payable by you in accordance with the Registration Form), and to re-allocate your place.
- 6.3. If it becomes impossible or impractical to hold the Event as a result of a Force Majeure Event, we may (in our absolute discretion):
- (a) change the format, location and/or date of the Event;
  - (b) curtail the Event; or
  - (c) cancel the Event.
- 6.4. In the circumstances specified in clause 6.3 you agree and acknowledge that we shall not have any liability to you including without limitation to make payment of any amount or for any loss or damage suffered by you, howsoever arising.
- 6.5. We reserve the right to alter the content, timing, date and/or location of the Event for any reason without liability to you. We will provide you with notice of any material alterations as soon as reasonably practicable.
- 6.6. If the Event is materially altered or cancelled by us for reasons other than a Force Majeure Event and you have paid a Fee to attend the Event, you shall be entitled to request a credit for a future event organised by us. Any such credit shall:
- (a) amount to the Fee(s) paid by you less the value of any services received by you from us or on our behalf (including without limitation in respect of any networking and/or promotional services), calculated by us in good faith as at the as at the date of your request; and
  - (b) be issued to you within 30 days of your request.

#### 7. INTELLECTUAL PROPERTY

- 7.1. You acknowledge and agree that all Event IP is owned, licensed to or shall otherwise vest in us.
- 7.2. You shall not distribute, reproduce, modify, store, transfer, make commercial or any other use of any Event IP without our prior written consent.

#### 8. DATA PROTECTION

- 8.1. In performing our obligations under this Agreement, we shall comply with all applicable laws, statutes and regulations from time to time in force relating to data protection including but not limited to Applicable Data Protection Legislation.
- 8.2. The following terms shall have the meaning give to them below:
- (a) **"Applicable Data Protection Legislation"** means all laws and regulations (as updated, amended or replaced from time to time), including local, state, national and/or foreign laws, treaties, and/or regulations, laws of the European Union, the European Economic Area and the United Kingdom, applicable to the Processing of Personal Data under the Agreement, including the GDPR.
  - (b) **"GDPR"** means the General Data Protection Regulation (EU) 2016/679;
  - (c) **"Personal Data"** shall be deemed defined by the Applicable Data Protection Legislation and where not defined, it means any information relating to an identified or identifiable person"; and
  - (d) **"Processing"** shall be defined by the Applicable Data Protection Legislation and where not defined, means any operation of set of operations that is performed upon Personal Data, whether or not by automatic means.
- 8.3. When you submit a Registration Form to us, you acknowledge that your Personal Data shall be processed by us in accordance with our Privacy Policy which can be found at [www.nineteengroup.com/privacy-policy](http://www.nineteengroup.com/privacy-policy). In particular, please be aware that your Personal Data will be shared with:
- (a) Event attendees, exhibitors, partners and/or other participants where you have specifically requested a networking service from us for an Event;
  - (b) Event sponsors when you register for, or attend a session or other part of our Event(s) that is sponsored by them; and
  - (c) Event exhibitors when you visit that exhibitor's stand and permit your visitor badge to be scanned at their stand.
- 8.4. Please read our Privacy Policy carefully to ensure that you understand its content.

#### 9. LIABILITY

- 9.1. Our aggregate liability to you, whether such liability arises in contract, tort (including negligence) or otherwise, for any damages, loss, costs, claims or expenses of any kind howsoever arising, out of or in connection with this Agreement, shall be limited to an amount equal to the Fee(s) paid by you to us to attend the Event. For the avoidance of doubt, where no Fees have been paid such amount shall be deemed to be zero.
- 9.2. We shall not be liable to you for:
  - (a) loss of profit, loss of or damage to data, loss of anticipated savings or interest, loss of or damage to reputation or goodwill;
  - (b) any indirect, special or consequential damages, loss, costs, claims or expenses of any kind;
  - (c) any outage, downtime, or other technology or connectivity failure or delay in respect of the Platform.
- 9.3. You acknowledge that you have not relied on, and shall have no remedy in respect of any statement, representation, warranty, understanding, promise or assurance (whether negligently or innocently made) other than as expressly set out in this Agreement (save that this clause shall not apply so as to limit or exclude our liability for fraud).
- 9.4. Nothing in this Agreement shall limit or exclude either party's liability for:
  - (a) death or personal injury caused by that party's negligence, or the negligence of that party's employees, agents or subcontractors;
  - (b) fraud or fraudulent misrepresentation; or
  - (c) any other liability that cannot be limited or excluded by applicable law.

#### **10. TERM AND TERMINATION**

- 10.1. This Agreement shall remain in force from the Registration Date until the earlier of the close of the Event or date of earlier termination in accordance with this Agreement (the "**Term**").
- 10.2. Either party may terminate this Agreement immediately by giving written notice to the other if the other:
  - (a) has committed a material breach of any of its obligations under this Agreement (including a failure to pay any amounts due under this Agreement) and has not remedied any such breach (if capable of remedy) within fourteen (14) days of being required to do so by written notice; or
  - (b) ceases or threatens to cease to carry on business, is unable to meet its debts as they fall due, has an order made or a resolution passed for its winding-up, has an administrator, receiver or manager appointed, makes any arrangement or composition with its creditors, or makes an application for the protection of its creditors in any way.
- 10.3. We shall be entitled to terminate the Agreement immediately in the event that you:
  - (a) materially breach the terms of this Agreement; or
  - (b) breach any of your obligations set out in clause 4.1.

#### **11. FORCE MAJEURE**

Without prejudice to the remainder of this Agreement, we shall not be deemed to be in breach of or otherwise liable to you for any failure or delay in performing any of our obligations under this Agreement that occurs as a result of a Force Majeure Event.

#### **12. GENERAL**

- 12.1. This Agreement contains the entire agreement and understanding between the parties and supersedes all prior agreements, understandings or arrangements (both oral and written) relating to the subject matter of this Agreement.
- 12.2. No failure or delay by either party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- 12.3. Unless otherwise set out in this Agreement or approved in writing between us, you agree that you shall:
  - (a) use all reasonable care to preserve the confidentiality of our Confidential Information;
  - (b) use our Confidential Information only to exercise your rights and fulfil your obligations under this Agreement; and
  - (c) not disclose our Confidential Information except:
    - (i) to your employees, affiliates, agents, or professional advisors who: (1) need to know it; (2) have a legal obligation to keep it confidential and (3) are subject to the same non-disclosure and use obligations as you; and
    - (ii) when required by law, after giving prompt notice to us of such disclosure if permitted by law.
- 12.4. This Agreement shall not create, nor shall it be construed as creating, any partnership, endorsement or agency relationship between the parties.
- 12.5. You are not permitted to re-sell, transfer, assign or otherwise dispose of any of your rights or obligations arising under this Agreement.
- 12.6. In the event of termination or expiry of this Agreement for any reason, the following clauses (together with any other clauses that under their terms or by implication ought to survive) shall survive: 7 (Intellectual Property), 8 (Data Protection), 9 (Liability), 11 (Force Majeure), 12 (General).
- 12.7. This Agreement and the rights and obligations of both parties shall be governed by and construed in accordance with the laws of England, and the parties irrevocably agree to submit to the exclusive jurisdiction of the English courts.