CONTRACT

EPG Turismo y Deporte de Andalucía, SA
Attn:
COMPAÑIA 40
MALAGA
MALAGA
29008
Spain
Tel: +34951299300

Your Contact is:
Direct Line:
Email:

Event: International Golf Travel Market (IGTM)23
Account No: 1099385
Proposal Creation Date: 05/09/2023
Contract Reference: 5-1111-00624742

Your Purchase Order:

DESCRIPTION	Stand	Payment Terms Ref	Stand W x L	Crnrs	UOM	Qty	VAT Rate	VAT	NET
IGTM Package 1	E90	100%	-	-	EA	4.00	0.00%	-	EUR €4,890.00
Exhibition Services	-	-	2.00x2.00		M²	4.00	0.00%	-	-
IGTM Standard Shell Package	E90	Scheduled	-	-	EA	4.00	0.00%	-	EUR €220.00
Standard Shell m2	-	-	-	-	M²	4.00	0.00%	-	-
Furniture Package	-	-	-	-	EA	1.00	0.00%	-	-
IGTM Package 1	E92	100%	-	-	EA	4.00	0.00%	-	EUR €3,100.00
Exhibition Services	-	-	2.00x2.00		M²	4.00	0.00%	-	-
IGTM Standard Shell Package	E92	Scheduled	-	-	EA	4.00	0.00%	-	EUR €220.00
Standard Shell m2	-	-	-	-	M²	4.00	0.00%	-	-
Furniture Package	-	-	-	-	EA	1.00	0.00%	-	-
Graphic	E92	100%	-	-	EA	27.00	0.00%	-	EUR €12,150.00
Digital Enhanced Profile - Silver	E92	100%	-	-	EA	1.00	0.00%	-	EUR €365.00
								Price (Ex VAT):	EUR €20,945.00
								o.VAT:	EUR €0.00

Total Service Charge: EUR €20,945.00

Expiration Date:
This Contract must be executed on or before the Expiration Date to guarantee the pricing provided

Contract Notes:

If your Organisation requires your Purchase Order Number to be quoted on our invoice before payment can be made, please enter it here

If your Organisation does not require Exhibitor Indemnity please confirm by checking this box. ☐
If checked please complete the Exhibitor Indemnity Confirmation attached

Event:	International Golf Travel Market (IGTM)23		
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Please send us the completed and signed acceptance form below. Once this acceptance form has been received and signed by the Organiser, this document together with the Addendum and Rules and Regulations attached and the Exhibitor Manual on the Event website shall constitute a legally binding Contract to exhibit at the above Event.

We, the Exhibitor, hereby agree to accept the Event Services, Exhibit Space and Value Added Services allocated to us as detailed above. We further agree to abide by the Addendum, Rules and Regulations and Exhibitor Manual which are incorporated into this Contract and to pay the Service Charge and VAS Charges by the dates specified in the Contract. We understand that this stand may be re-allocated if any Service Charge or VAS Charge is not paid by its due date.

Name: Position:

Authorised Signatory: Date:

EPG Turismo y Deporte de Andalucía, SA

(**For and on behalf of Exhibitor:** please note that this Contract should be signed by a duly authorised person in the Company or Partnership)

Authorised Signatory: Date:

(**For and on behalf of Organiser**)

Invoiced To: EPG Turismo y Deporte de Andalucía, SA
Attn:
COMPAÑIA 40
MALAGA
MALAGA
29008
Spain

Please Return the Contract to the Organiser:

Reed Exhibitions Limited. Gateway House, 28 The Quadrant, Richmond, Surrey TW9 1DN. Registered in England, Number 00678540.

ADDENDUM TO RULES AND REGULATIONS

Event:	**International Golf Travel Market 2023**
Open Dates:	**16 – 19 October 2023**
Venue:	**Feira Internacional de Lisboa – Rua do Bojador, Parque das Nações – 1998-010 Lisboa - Portugal**
Organiser:	**Reed Exhibitions Limited (Company No. 678540)**
Registered Office:	**Gateway House, 28 The Quadrant, Richmond, Surrey TW9 1DN, UK**

1. **Service Charge Scheduled Payment Plan (Reg 5.1)**

The Service Charge shall be paid by the Exhibitor as follows:

25% on return of the signed Contract;

Plus a further 75% on or before **21 July 2023**

2. **Liquidated Damages on Cancellation and Downsizing (Reg 7)**

Effective Date	**Proportion of the amount by which the Service Charge has been reduced by downsize**	**Proportion of Service Charge due on cancellation**
On or before 21 July 2023	25%	25%
After 21 July 2023	100%	100%

3. **Discount for Early Payment (Reg 5.3)**

Early Bird Rate

Discount Deadline Date **24 February 2023**

3.1:

Standard 1 Discount Rate €699.00

Discount Deadline Date: 24 February 2023

4. **Build Up Period (Reg 9.5)**

Sunday, 15 October 2023	08.00 - 20.00 hours	Shell Scheme and Space
Monday, 16 October 2023	08.00 - 20.00 hours	Shell Scheme and Space

5. **Breakdown (Reg 9.5)**

Friday, 20 October 2023	08.00 - 20.00 hours	Shell Scheme and Space

6. Personal Health and Safety – COVID-19 Precautions

The Exhibitor shall ensure that the Exhibitor and its employees, agents and subcontractors participating in the Event and attending the Venue (including build up and break down of the Event) shall comply with all COVID-19 infection protection standards and personal health and safety measures, including physical distancing, imposed by the Organiser, the Venue, the relevant Government, local authorities and public health authorities (please see Event website for details). Anyone who does not comply with such standards and measures will be removed from the Venue by the Organisers.

7. Uploading Content onto Event website

When you, the Exhibitor, apply any details to your Exhibit Space or place any copy within the Event's official programme or upload any content on to the Event's website, you acknowledge and confirm that either you, the Exhibitor, own all intellectual property rights in that detail or copy or content, including in all images contained therein, or you have obtained the rights owner's formal consent to use such detail or copy or content, including all images contained therein.

WARNING: Unsolicited Marketing Communications

It has come to our attention that our customers are increasingly being targeted by companies claiming to supply exhibitor/visitor/participant lists and details relating to our events and products at a cost. Be vigilant – this data is likely to be fraudulent. If you receive any such unsolicited offers, please do not respond unless you have checked with us first.

Reed Exhibitions Limited does NOT sell or pass your data to any third party without your permission.

Regulations

These Regulations are incorporated into your Contract, together with the Quotation, Addendum and the Exhibitor Manual set out on the Event website. If you have any questions regarding a Regulation or the Exhibitor Manual, then please do not hesitate to contact the Event team, who will be ready to offer you every assistance.

1. **Definitions**

In these Regulations, the following words and expressions shall have the following meanings:

Addendum means the addendum to the Contract which contains the Service Charge Scheduled Payment Plan, the schedule of liquidated damages for cancellation and downsizing and information on an early payment discount (if any), build up and breakdown dates and other specific regulations applicable to the Event;

Appointment(s) means any appointment system operated by the Organiser to coordinate the appointments of the Exhibitors with Attendees;

Attendee(s) means any visitors, including, without limitation, Exhibitor Representatives or sponsors, hosted buyers, media and press representatives, speakers or other persons, attending the Event;

Content means any applicable content, sponsorship or advertising artwork, banners, directory entry, promotional or other materials provided, displayed or distributed by the Exhibitor, including any specified in the Quotation;

Contract means the Quotation issued by the Organiser to the Exhibitor which forms the contract to exhibit and/or sponsor at the Event, when signed by the Exhibitor and subsequently countersigned by the Organiser, and which incorporates the Addendum, these Regulations and the Exhibitor Manual;

Discount Deadline Date means the date, if any, set out in the Addendum by which the first instalment of the Service Charge and the VAS Charges (in cleared funds) and the signed Contract must be received by the Organiser to qualify for a discount on the Service Charge, where applicable;

Effective Date has the meaning set out in Regulation 7.2;

Event means the event referred to in the Quotation, which is scheduled to take place on the dates specified in the Contract;

Exhibitor means the party named as Exhibitor in the Quotation;

Exhibitor Manual means the manual titled "Exhibitor Manual" prepared by the Organiser which is available on the Event website prior to the Event and which sets out practical aspects and additional requirements relating to the Exhibitor's participation at and/or sponsorship of the Event;

Exhibitor Representatives means the Exhibitor, its employees, agents, representatives contractors, sub-contractors, Permitted Sharers or other invitees;

Exhibit Space has the meaning set out in Regulation 3;

Networking Events means official functions organised by the Organiser in connection with the Event to provide Exhibitors, Exhibitor Representatives and Attendees with networking opportunities to include, without limitation, evening receptions, dinners, forums, coffee breaks and lunches;

Organiser means as set out in the Contract;

Organiser's Group means RELX Group plc and its subsidiaries;

Permitted Sharers means those persons or entities for which the Exhibitor has been granted written permission by the Organiser, subject to payment of the designated registration fee, to share the Exhibitor's Exhibit Space pursuant to Regulation 25;

Service Charge means the sum payable under the Contract for the provision of Standard Event Services and, if relevant, the Content;

Service Charge Scheduled Payment Plan means the payment plan for the payment of the Service Charge as set out in the Addendum;

Standard Event Services means the provision of standard services by the Organiser in relation to the Event which may include the provision of space, shell scheme or other stand packages or table top and any stand check, Appointments, Networking Events, exhibitor badges, Event registration and compulsory digital package, as appropriate, and/or any other custom and/or predefined packages as set out in the Contract and in each case as designated as chargeable in accordance with a Service Charge Scheduled Payment Plan;

Value Added Services (VAS) means the provision of additional services by the Organiser to include, without limitation, the use of meeting rooms, sponsorship packages, advertisements, additional exhibitor badges, conference delegate places, Exhibitor indemnity, upgraded digital packages on the Event website, Permitted Sharer registration, double decker stand structural survey, catering packages, cleaning packages, other VAS packages (which may include, without limitation, carpets, furniture packages, electricity connections, water connections and internet connections), and other additional services as set out in the Contract for which the Exhibitor is billed directly by the Organiser and which are designated as chargeble in full (100%) on return of the signed Contract and/or at the date of ordering such Value Added Services;

VAS Charges means the charges for Value Added Services (VAS);

Venue means the venue where the Event is to be held as set out in the Contract.

Virtual Stand (where available) means the Exhibit Space where computer and audio visual equipment is placed to enable the Exhibitor to interact with Attendees remotely, display Exhibits and Content;

Visitor(s) means any visitors, including, without limitation, other exhibitors or sponsors, hosted buyers, media and press representatives, speakers or other persons, attending the Event.

The title to each Regulation hereinafter set out is for ease of reference only and shall not be construed as limiting or defining the content of any Regulation.

2. **Contract Acceptance**

If the Exhibitor signs the Quotation and the Organiser accepts and signs the Exhibitor's signed Quotation, the Exhibitor has entered into a binding Contract to participate at and/or sponsor the Event. The Exhibitor acknowledges that its payment of all or part of the Service Charge and/or VAS Charges shall be processed by the Organiser upon receipt, but that such processing does not constitute an acceptance of the signed Quotation and does not constitute a binding contract.

3. **Permission**

The Contract permits the Exhibitor (i) to occupy and utilise the space, shell scheme, stand or table top or pod area at the Venue (which may include tents or temporary exhibition facilities) assigned to it by the Organiser (the "**Exhibit Space**") to promote or exhibit permitted products and/or services at the Event, (ii) to utilise, where applicable, Standard Event Services and Value Added Services and (iii), if applicable, to display and/or use the Content at the Event and/or on the Event website or other Event publication or promotional materials. The Exhibitor hereby acknowledges and represents to the Organiser that the Exhibitor has received and thoroughly read, understood and agrees to comply with these Regulations, the Addendum and the Exhibitor Manual as well as the regulations of the Venue.

4. **Amendments**

Amendments to the Contract by a duly authorised representative of the Organiser shall be incorporated herein and the Exhibitor shall be subject to the provisions of the Contract as so amended when written notification (which may be communicated by email) is sent to the Exhibitor.

5. **Payment; Discounts; Late Payment; Collection Fees**

5.1 The Exhibitor shall pay the Organiser the Service Charge in accordance with the Service Charge Scheduled Payment Plan in the Addendum. If the Exhibitor enters into the Contract after the date on which the last scheduled payment of the Service Charge is due under the Service Charge Scheduled Payment Plan, 100% of the Service Charge shall be payable on return of the signed Contract. The Exhibitor shall pay the VAS Charges in full on return of the signed Contract or at the date of ordering the Value Added Services. All Service Charge and VAS Charges due must be paid in full before the Exhibitor shall be permitted to occupy the Exhibit Space and/or, if applicable, display or use the Content at the Event or on the Event website or other Event publication or promotional materials. If payment is made by credit card, then in accordance with the applicable law, the Organiser will pass on any and all credit card charges and fees, which for the avoidance of doubt are costs incurred in addition to any amount owed, on a like-for-like basis, at the specific credit card company's prevailing rate.

5.2 The Organiser shall be entitled to refuse to accept an Exhibitor's signed Quotation or cancel a Contract if that Exhibitor, or its affiliates, is in arrears with any payments due to the Organiser or a member of the Organiser's Group in respect of the Event or a previous Event or any other event of the Organiser or the Organiser's Group or otherwise.

5.3 Where the Organiser offers a payment incentive or discount on the standard Service Charge rate and VAS Charges for early contracting and payment of the Service Charge (or first instalment of the Service Charge) and VAS Charges, or otherwise, the signed Contract and cleared funds must be received by the Organiser from the Exhibitor before the Discount Deadline Date; otherwise, the Exhibitor will not qualify for the discount, and the Organiser will invoice the Exhibitor for the additional amount which shall be payable within thirty (30) days of the invoice date.

5.4 Failure to make payments pursuant to the Contract shall subject the Exhibitor to interest charges as specified in Regulation 6 on all past due balances owed to the Organiser. In addition, the Exhibitor shall pay any collection costs incurred by the Organiser in collecting such balances owed, including, but not limited to, court costs, collection fees and legal costs and expenses.

5.5 Unless specified otherwise in the Contract, the Exhibitor shall be required to pay the Organiser (or the Organiser's contractor) for the following charges, in addition to the Service Charge and VAS Charges:

5.5.1 services including, but not limited to, electricity, water, gas, waste, compressed air, internet access and telephone;

5.5.2 loading and handling equipment charges;

5.5.3 cleaning of Exhibit Space and exhibits.

5.6 Prices quoted for Standard Event Services, Value Added Services and other charges are exclusive of Value Added Tax or other applicable taxes, which the Exhibitor shall be responsible to pay, where appropriate, in accordance with the relevant legislation.

6. **Interest**

If any payments are fourteen (14) days or more in arrears (whether demanded or not), the Organiser shall have the right to charge interest on the overdue amounts from fourteen (14) days after the due date, at a rate of 8% per annum above the base lending rate of HSBC Bank plc from time to time. Such interest shall accrue after as well as before any judgement and shall accrue on a daily basis compounded for the overdue period with three monthly rests.

7. **Exhibitor Cancellation and Downsizing; Liquidated Damages**

7.1 In the event of cancellation or variation of Value Added Services (including the removal or withdrawal of advertisements, sponsorship or other Content), no refund will be made of VAS Charges previously paid. No variation or reduction of Value Added Services will be accepted by the Organiser in the two (2) months prior to the date on which the Event opens to Attendees.

7.2 The parties agree that quantifying losses arising from the Exhibitor's cancellation of the Contract or Standard Event Services or downsizing of the Exhibit Space is inherently difficult, as the Organiser shall incur expenses, allocate resources and take other actions in connection with the tasks necessary to provide the Standard Event Services and facilitate and manage the Event. Accordingly, any cancellation or withdrawal by the Exhibitor entitles the Organiser to liquidated damages as shown in the Addendum, such liquidated damages to be paid immediately on cancellation. The parties further agree that the agreed liquidated damages are not a penalty, but rather a reasonable measure of damages based upon the parties' experience in the event

industry and the nature of the losses that may result from such cancellation of the Contract or the Standard Event Services or downsizing of Exhibit Space. The Exhibitor must provide written notice to the Organiser for any cancellation or downsizing. The date on which the Organiser receives such notice shall be the effective date of such cancellation or downsizing (the "**Effective Date**").

7.3 The Organiser reserves the right to refuse to permit the Exhibitor to downsize its Exhibit Space, but such refusal shall not affect the Exhibitor's right to cancel.

7.4 If the Exhibitor cancels its Contract and, at the Effective Date, the Exhibitor has already paid Service Charges in an amount greater than the liquidated damages amount owed, the Organiser shall refund to the Exhibitor the difference between the amount of Service Charges already paid and the liquidated damages amount.

7.5 If the Exhibitor is permitted by the Organiser to downsize its originally agreed Exhibit Space requirements, it shall pay to the Organiser an amount equal to its revised Service Charge due for its decreased Exhibit Space requirements (to the extent not already paid); and (ii) liquidated damages for downsizing in the amount shown in the Addendum.

8. **Set off**

8.1 The Organiser shall have the right to set off against any amount which may be due from the Organiser to the Exhibitor, pursuant to this Contract or otherwise, any amounts owed to the Organiser or a member of the Organiser's Group by the Exhibitor or its affiliates for any reason. The Organiser shall also have the right to apply any amounts received from the Exhibitor under the Contract to any other amounts due to the Organiser or the Organiser's Group from the Exhibitor or its affiliates.

8.2 Amounts received by the Organiser from the Exhibitor or its affiliates will be allocated to reduce or complete payment of the oldest debt owed to the Organiser or the Organiser's Group first.

9. **Eligible Exhibits**

9.1 The Exhibitor shall exhibit materials, products or services directly related to the industries to which the Event is targeted or as set out in its Event sales brochure, Event profile or Event website and which is of specific interest to Attendees. The Organiser reserves the right to determine the eligibility of any product for display. Only the Exhibitor's and Permitted Sharer's name(s) or logo(s) may appear on signage placed on the Exhibit Space and in the Event exhibitor list. No exhibits, advertising or displays shall be allowed to extend beyond or above the back and side walls of the Exhibit Space, without the Organiser's prior written consent.

9.2 Only the Exhibitor's products or those of Permitted Sharers may be displayed in the Exhibit Space and such exhibits must be suitable for the size and position of the Exhibit Space. Exhibits must be used solely for the purpose of promoting the Exhibitor's and Permitted Sharer's products and/or services and shall not be used for other business purposes. The Exhibitor and Permitted Sharer shall not use the Exhibit Space to promote any other exhibition, event or conference without the Organiser's prior written consent. The Organiser's decisions with regard to the suitability of exhibits or any Exhibit Space use are final. All Exhibits and displays of the Exhibitor on the Exhibit Space shall remain in place during the open period of the Event.

9.3 Only a brand's owner or legal distributor may exhibit such brand at the Event. The Exhibitor must list its participating principals as the exhibitors of record. The Organiser reserves the right to verify the identity and status of the brand's owner and the legal distributor. In the event of a conflict between a brand's owner and distributor, the brand's owner shall have the sole right to exhibit such brand at the Event.

9.4 The Exhibitor's exhibit shall be admitted and permitted to remain at the Event solely by strict compliance by the Exhibitor with the Contract. The Organiser reserves the right to reject, eject or prohibit any exhibit, in whole or in part, upon the Organiser's good faith determination that the same is not in accordance with the Contract. The Organiser shall provide no refunds in the event of such rejection, ejection or prohibition.

9.5 The construction of all stands and display of Exhibits by the Exhibitors or their contractors on the Exhibit Space shall only take place during the Build Up Period specified in the Addendum and shall be completed by the end of the Build Up Period. All exhibits and property of the Exhibitor must be removed from the Venue as soon as practicable after the Event has closed on the last open day of the Event and in accordance with instructions and breakdown deadlines of the Organiser as set out in the Addendum and the Exhibitor Manual.

9.6 All Exhibits are subject to a general lien in favour of the Organiser for all sums, whether for unpaid Service Charge or VAS Charges or otherwise, due from the Exhibitor to the Organiser.

10. **Exhibit Space**

10.1 The Exhibit Space is being provided as part of the Standard Event Services and Value Added Services as a service to the Exhibitor in accordance with the specification in the Exhibitor Manual.

10.2 The floor plan of the Event and allocation of the Exhibit Space shall be determined by the Organiser and may be changed from time to time in the best interests of the Event, as determined by the Organiser in its sole discretion, and the Organiser cannot guarantee that the Exhibitor will be positioned next to or near to (or away from) any other exhibitor.

10.3 If the Exhibitor is proposing to design and construct its own stand in the Exhibit Space, it shall provide the Organiser promptly upon request (and no later than sixty (60) days prior to the Event) detailed construction drawings showing all dimensions and orientation of such stand. Applications for permission to design stands of two (2) storeys must be made to the Organiser not later than six (6) months prior to the Event. All design drawings for space-only Exhibit Space shall be to scale and shall be checked by the Organiser and/or its structural engineer prior to any stand building commencing and a stand check fee will be charged to the Exhibitor. All stand building shall be subject to inspection by the Organiser on site at the Event.

10.4 Mobile exhibition units, caravans or similar vehicles are not permitted at the Event without the prior written permission of the Organiser.

10.5 The Organiser may, at the expense of the Exhibitor, remove or alter anything in, on or forming part of the stand or Exhibit Space if, in its reasonable opinion, it is desirable to do so in the interests of the Event.

10.6 It is the responsibility of the Exhibitor to check the Venue headroom available when booking Exhibit Space as, occasionally, the location of the Exhibit Space will not always provide for the maximum stand fitting height permissible in the Addendum and/or the Exhibitor Manual.

10.7 The Organiser reserves the right to affix stand numbers or direction signs on any Exhibit Space in any position.

10.8 Remote Participation via Virtual Stands- where the Organiser has agreed in writing that the Exhibtor may operate a Virtual stand, the Exhibitor must appoint authorised Exhibitor Representatives to assemble and operate the Virtual Stand on their behalf unless the Organiser agrees otherwise in writing. Details of the Exhibitor Representatives must be provided to the Organiser in writing prior to the Build Up of the Event. The Exhibitor Representatives must be present on the Virtual Stand at all times during the opening hours of the Event. The Exhibitor shall order or provide all Computer, audio visual and related equipment to enable connection to the Network as necessary in order for the Virtual Stand to operate effectively. The Exhibitor shall display Exhibits and Content on the audio visual equipment (which shall comply with Regulations 9 and 21 in particular) and ensure that Exhibitor Representatives are available to meet with Attendees. The Organiser accepts no responsibility for any connectivity issues that may be encountered on the Virtual Stand. The Exhibitor may attend appointments remotely to comply with regulation 15.3 as if they were physically present at the Event. The Exhibitor shall be held fully responsible for the conduct of the Exhibitor Representatives and such Exhibitor Representatives shall comply with Regulations 12 and 13 in particular.

11. **Laws and Regulations**

11.1 The Exhibitor is responsible for the safety of the Exhibit Space during the construction, use and dismantling of the stand. The Exhibitor has a legal duty of care to anyone on or near the Exhibit Space who may be affected by the actions or omissions of the Exhibitor Representatives.

11.2 The Exhibitor must strictly observe all provisions in the Exhibitor Manual and all applicable local and national fire and health and safety laws and regulations, including the regulations of the Venue. All exhibits and displays must meet the requirements of the Exhibitor Manual and the Exhibitor shall ensure it shall have all necessary insurance in place.

12. **Good Neighbour Policy**

The Exhibitor shall operate the Exhibit Space so as not to annoy, endanger or interfere with the rights of other exhibitors, any Attendees, any Visitors, the Organiser or the Venue owner. The Organiser may, in its sole discretion, prohibit any objectionable behaviour, loud noise or flashing lights or other action resulting in complaints from other exhibitors, any Attendees, any Visitors or the Venue owner and/or which causes a nuisance or interferes with the rights of others or exposes them to annoyance or danger. Exhibitor Representatives' unreasonable interference with, disruption of or inconvenience to the Event, the other exhibitors, any Attendees, any Visitors, the Organiser or the Venue owner shall be deemed a material breach of this Contract.

13. **Exhibitor Representatives; Exhibit Space**

Exhibitor Representatives must be 18 years of age or older. The Organiser may, in its sole discretion, limit the number of the Exhibitor Representatives in the Exhibit Space. The Exhibitor Representatives shall at all times wear Exhibitor identification badges furnished by the Organiser and shall not be admitted to the Event without such Exhibitor identification badge. The Exhibitor acknowledges that it shall require its Exhibitor Representatives to dress and conduct themselves in an appropriate, professional and business-like manner. The Organiser reserves the right to determine, in its sole discretion, whether the character, conduct and/or attire of Exhibitor Representatives are acceptable. The Exhibitor Representatives must reasonably staff the Exhibit Space during all hours that the Event is open.

14. **Default in Occupancy**

The actual occupancy by the Exhibitor of the Exhibit Space by means of exhibits, advertisements and display material as well as any applicable Content during the open period of the Event is a material obligation of the Exhibitor and is of the essence of this Contract. If the Exhibit Space is not so occupied by the time set for completion of installation of exhibits, advertisements and display materials (and any relevant Content), the Exhibit Space may be used by the Organiser for any purpose it may see fit without in any way releasing the Exhibitor from any liability hereunder. The Exhibitor shall not leave the Exhibit Space unsupervised and, in particular, shall not leave the Exhibit Space before the Event has closed.

15. **Exhibitor Conduct; No Retail Sales**

15.1 Retail sales are prohibited during the Event and any such conduct shall entitle the Organiser to shut down the Exhibit Space and remove the Exhibitor Representatives and its exhibits from the Venue, at the Exhibitor's cost.

15.2 The Exhibitor may distribute samples, souvenirs, permitted publications and similar items or conduct other sales or sales promotion activities only from within the Exhibit Space. The Organiser retains sole discretion and right to approve, control or prohibit which samples and other items may be distributed and where such samples may be distributed. Any demonstration, distribution or activity by Exhibitor Representatives that results in obstruction of aisles or prevents ready access to other exhibitors' Exhibit Space or otherwise disrupts or its likely to disrupt the Event is prohibited and shall be suspended permanently or for any periods reasonably specified by the Organiser.

15.3 Where the Organiser provides Appointments and/or Networking Events, the Exhibitor is required to attend such Appointments promptly and/or to use reasonable endeavours to attend any and all Networking Events.

15.4 Exhibitor's use of hotel suites, private rooms, restaurants, recreational vehicles or other premises in and around the Venue, for exhibits, displays, sales, marketing or other Exhibitor functions or entertainment purposes during the business hours of the Event (including the hours of any Networking Events and other seminars/conferences) is strictly prohibited without the Organiser's prior written consent.

16. **Advertisements and Exhibitor Directory**

16.1 All advertisements in any media are non-cancellable and non-refundable. All advertisements are subject to the Organiser's prior approval, such approval not to be unreasonably withheld or delayed. The Organiser may, at its sole discretion, reallocate any advertisement space. The Organiser may offer new advertisement products or positions throughout the Event cycle that may not be listed in this Contract. All advertisements must be provided to the Organiser by the deadlines specified by the Organiser; otherwise, the Exhibitor will be deemed to have cancelled such advertisements.

16.2 The Exhibitor authorises the Organiser to publish the advertisement(s) on the Event website, in the official catalogue for the Event or other Event publication or promotional material in any media as specified in the Contract.

16.3 Advertisements and any Content provided, displayed or distributed by the Exhibitor at or in connection with the Event in any media shall comply with Regulation 21.2.

16.4 The Exhibitor authorises the Organiser to publish the Exhibitor's directory entry on the Event website, in the official catalogue for the Event and/or in any other directory relating to the Event or the relevant industry in any media. The Exhibitor is required to complete its own directory entry on the Event website. If the Exhibitor fails to complete its directory entry on the Event website, the Organiser shall be entitled to enter the Exhibitor's details from this Contract and an exhibit description from a previous Event year (if available) or from the Exhibitor's website on its behalf.

16.5 The Organiser shall not be liable for any omissions, misquotations or other errors, including, without limitation, any which appear in the Event directory, on the Event website, in the official catalogue of the Event or any other Event publication in any media.

17. **Sponsorship and Use of Content**

17.1 The Organiser agrees to provide any sponsorship packages set out in the Contract which packages are non-cancellable and non-refundable. All Content provided by the Exhibitor in respect of a sponsorship package or otherwise, which Content is subject to the provisions of this Regulation 17 and Regulation 21.2 and other provisions of this Contract, is subject to the Organiser's approval, such approval not to be unreasonably withheld or delayed.

17.2 The Organiser's decision on the suitability of any Content is final and the Organiser reserves the right, in the event of unforeseen circumstances, to change the positioning and place of the Content at the Event, or on the Event website or other Event publication or promotional material in any media which change shall be notified by the Organisers to the Exhibitor as soon as is reasonably practicable.

17.3 The Exhibitor shall supply to the Organiser the Content and its related materials to be used for the sponsorship rights acquired in this Contract, if any, on the date as stated in the Contract or at least thirty (30) days prior to the start of the Event or as otherwise agreed in writing between the parties. All Content to be used shall be supplied free of charge to the Organiser and shall be clearly marked with the Exhibitor's name and the name of the Event to which such Content relates.

17.4 All Content produced hereunder by the Exhibitor shall be and shall remain the sole and absolute property of the Exhibitor and the Organiser shall have no right, title or interest in the Content save for the non-exclusive right to use the Content at the Event or on the Event website or other Event publication or promotional material in any media for the purpose of performance of this Contract. If the Content is not collected by the Exhibitor within forty-five (45) days of the end of the Event, the Organiser has the right to dispose of such Content as it deems suitable.

17.5 The costs of the production and/or rigging at the Event of any Content supplied by the Exhibitor to the Organiser for sponsorship purposes are included in the VAS Charge payable under this Contract unless otherwise expressly specified.

17.6 If the VAS Charge relating to the sponsorship package has not been paid by the Exhibitor to the Organiser, the Organiser shall not be under any obligation to display or show any of the Content at the Event or on the Event website or other Event publication or promotional material in any media, but the Exhibitor's liability to pay such VAS Charge and other payments due under this Contract remains in full force and effect.

17.7 In relation to the Content, if applicable, or any sponsorship right or option acquired under this Contract by the Exhibitor, the Exhibitor shall not be entitled to share or sub-license or sub-let such right or option with/to a third party without the prior written permission of the Organiser.

18. **Publicity and Promotion; Permissions**

18.1 The Exhibitor gives the Organiser permission to use the Exhibitor's name, logo, trademarks and products and the voice and the likeness of any Exhibitor Representatives at the Event or in products exhibited at the Event, in all media formats (whether now known or hereinafter existing) in connection with the promotion and publicity of the Event and the performance of this Contract. The Exhibitor waives the right to inspect or approve the finished product. The Exhibitor also waives all rights to royalties or other compensation arising out of or related to use of the Exhibitor's name, logo, trademarks and products and the voice and the likeness of any Exhibitor Representatives in such advertising media.

18.2 The Organiser agrees to provide any sponsorship packages set out in the Contract which packages are non-cancellable and non-refundable. All Content provided by the Exhibitor in respect of a sponsorship package, which Content is subject to the provisions of this Regulation18 and Regulation 21.2 and other provisions of this Contract, is subject to the Organiser's approval, such approval not to be unreasonably withheld or delayed.

19. **Photography**

19.1 The photographic, video, filming and other recording rights for the Event are reserved to the Organiser, but the Exhibitor may request photography services from its own official photographers, if desired, provided always that it has acquired accreditations and permissions of entry to Event for such official photographers from the Organiser. All other photography, video production, filming and recording is strictly prohibited without the Organiser's prior written consent in advance of the Event.

19.2 Photographing other exhibitors' stands or products is strictly prohibited and persons in breach of this Regulation 19 may be removed from the Event. Such violations may also result in ejection of the Exhibitor from the Event and confiscation of any camera equipment.

19.3 The Exhibitor acknowledges and agrees that the Organiser may use any photography, video, filming or other recording produced or made by the Organiser or its agents at the Event, including at the Exhibit Space of the Exhibitor, in any media whatsoever anywhere in the world for the sole purpose of promoting the Organiser, the Organiser's business or the Event itself.

20. **Permitted Publications**

The Organiser reserves the right to determine the eligibility of any publication for display or distribution at the Event. Publications which contain advertisements purchased by exhibitors and which (i) are published only during the Event or (ii) otherwise target the Event and its Attendees without the permission of the Organiser are not eligible products for display or distribution from any Exhibit Space or from anywhere in the Venue or its grounds. For the avoidance of doubt, non-official "show dailies" are not eligible products for display or distribution. The Exhibitor shall not exhibit, offer for sale, give as a premium, hand out, distribute or advertise products or publications not manufactured or sold in its own name or those of its Permitted Sharers.

21. **Intellectual Property**

21.1 The Exhibitor acknowledges that all intellectual property rights in the Event including, but not limited, to trademarks, copyright, database rights, design rights, patents, confidential information, trade secrets, know-how and goodwill in and relating to the Event (but excluding exhibitors' intellectual property rights in their name, logo, trademarks, products and Content) are owned by the Organiser (or the party licensing such items to Organiser, as the case may be) and the Exhibitor undertakes not to use the same, without the express prior written consent of the Organiser.

21.2 The Exhibitor warrants that it is the legal and beneficial owner (or authorised licensee) of all intellectual property rights in the Content, in the Exhibitor's and Exhibitor's product names and logos, designs, patents, trademarks, service or other marks ("**Exhibitor IPR**") used in relation to the Event and use of the Content and Exhibitor IPR by the Exhibitor in relation to the Event and in accordance with the Contract shall not infringe the intellectual property or other rights of any third party nor shall the Content contain anything which is libellous, indecent, obscene, indecent, blasphemous, discriminatory, offensive or of a political nature or in any way unlawful. The Exhibitor licenses the Organiser to display or publish the Content and Exhibitor IPR in accordance with this Contract and agrees to indemnify the Organiser and keep the Organiser fully indemnified against all damages, loss of profits, loss of reputation, claims, costs and expenses incurred or suffered by the Organiser as a result of the Exhibitor's breach of the aforementioned warranty.

21.3 The Organiser expects the Exhibitor to respect the intellectual property rights of other parties. The Exhibitor shall not market, sell, distribute or display any product or material at the Event, including, if applicable, any Content that is counterfeit or in any way infringes trademarks, copyrights, patents, design rights, database rights or other intellectual property rights of a third party. Any Exhibitor determined by a court or other judicial body to be involved in unauthorised, counterfeit or infringing activity may have all such unauthorised, infringing, counterfeit or misleading products or Content removed from the Event, the Event website, the Event publications and promotional material in any media and/or the Exhibitor and Exhibitor Representative(s) may be removed from the Event and banned by the Organiser from future Events. However, this stipulation does not create an obligation for the Organiser to take such action. The Organiser does not accept any liability whatsoever for intellectual property infringements that may be committed by the Exhibitor.

22. **IPR Disputes Between Exhibitors; Service of Process and Orders**

Neither the Exhibitor nor its agents (including, but not limited to, legal counsel or process servers) nor any Permitted Sharers or their agents shall serve process on any other exhibitor during the hours when the Event is open to Attendees. If the Exhibitor has obtained a judicial/administrative relief order against another exhibitor and the Exhibitor has no reasonable alternative to serving such order on the other exhibitor during the Event, then the Exhibitor or its agent shall use their best endeavours to serve such order during the hours in which the Event is closed to Attendees. Notwithstanding the foregoing, the Exhibitor shall provide the Organiser advanced written notice of the order obtained (including a copy of such order) so that the Organiser representative may escort the Exhibitor or its agent to the Exhibit Space of the exhibitor to be served and thereby minimise any disruption to the Event caused by such service. The Exhibitor agrees to use its best endeavours to resolve any intellectual property disputes with other exhibitors by no later than one week prior to the Event and in a location other than the Venue.

23. **No Sub Licensing**

The Exhibitor shall not sub license, assign or transfer the Exhibit Space except to Permitted Sharers. The Exhibitor shall not permit any person other than the Exhibitor, the Exhibitor's Representatives and Permitted Sharers to occupy or conduct business in Exhibit Space, or any part thereof, without the Organiser's prior written consent. The Organiser may impose further liquidated damages and other reasonable conditions on the Exhibitor for breach of this Regulation.

24. **No Assignment**

This Contract is non-assignable by the Exhibitor. Any attempted assignment of this Contract by the Exhibitor shall be null and void and shall constitute a material breach, which may result in termination of this Contract. The Organiser may assign this Contract at any time to a member of the Organiser's Group or any owner or purchaser of the Event, by operation of law or otherwise.

25. **Permitted Sharers**

25.1 If the Exhibitor wishes to share his Exhibit Space with one or more business entities, it shall apply to the Organiser for registration of Permitted Sharers, which decision and registration shall be at the Organiser's complete discretion, and it shall pay the appropriate registration fee(s) for Permitted Sharers to the Organiser.

25.2 The Exhibitor is responsible for ensuring that its Permitted Sharers are registered no later than 2 weeks prior to the Event opening and comply with all the terms of this Contract and the Exhibitor shall be and shall remain liable for the acts and omissions and breach of the terms of this Contract by its Permitted Sharers.

26. **Compliance with Laws**

26.1 The Exhibitor shall comply with all applicable laws and obtain all necessary permits, licences, visas, authorisations, consents, or other documentation and give all necessary notices relevant to the performance of this Contract and relevant to the Event and, if applicable, relevant for the display or use of the Content.

26.2 The Exhibitor shall abide by any applicable union work rules and the regulations of the city, country and Venue, including any Venue regulations or Organiser's rules requiring Exhibitors to order certain services exclusively from the Venue or a designated contractor as specified in the Exhibitor Manual.

26.3 Bribery and any other form of unethical business practice is prohibited in relation to the Event and all business transactions of the Exhibitor in relation to or in connection with the Event shall be accurately and completely recorded in accordance with applicable laws. The Exhibitor shall not, in connection with the Event, accept gifts or inducements of any kind nor give or offer to give any person an inducement or gift of any kind that could be perceived by others to be a bribe.

26.4 The Exhibitor shall be responsible for obtaining all appropriate licences for the playing of music or other sound or audio-visual recordings or live performances at the Event.

26.5 The Exhibitor shall comply with all applicable laws relevant to its duties and obligations under this Contract, expressly including those concerning bribery, corruption and related matters (expressly including the US Foreign Corrupt Practices Act and the UK Bribery Act 2010) and economic and trade sanctions (including those enforced by the US Department of the Treasury's Office of Foreign Assets Control, the EU and the UK).

26.6 Modern Slavery Act **–** the Exhibitor undertakes to comply with and ensure that its sub-contractors and their personnel comply with the Modern Slavery Act 2015, as amended from time to time, and provide all reasonable information and support which the Organiser may require to make its own statement of compliance under the same.

26.7 The parties agree that, unless expressly stated otherwise in these Regulations, nothing in this Contract confers or is intended to confer, purport or is intended to purport, any benefit or right, of a third party, pursuant to the Contracts (Rights of Third Parties) Act 1999, which is hereby explicitly excluded from the Contract.

27. **Sanctions**

If any Exhibitor, Exhibitor Representatives or Permitted Sharers shall be considered by the Organiser, at its sole discretion, to be prohibited from, or to otherwise pose a risk to the Organiser as a result of, attending the Event by any applicable laws or regulations, including but not limited to economic sanctions, the Organiser shall have the right to refuse to contract with the Exhibitor or to terminate this Contract forthwith by notice in writing to such Exhibitor. The Exhibitor shall co operate with the Organiser and provide all reasonable information requested by the Organiser to assess compliance with this clause. The Organiser's decision shall be final.

28. **Lead Capture Equipment**

28.1 It may be possible to reserve or hire badge-scanning equipment ("**Equipmen**t") at the Event. The Equipment will be tested by the supplier of the Equipment ("**Event Supplier**") before being made available to the Exhibitor and is deemed to be in good working order.

28.2 The Exhibitor is responsible for using the Equipment properly during the Event to allow proper data backup and for returning the Equipment to the Event Supplier at the close of the Event. The Organiser shall have no liability in the event of improper handling of the Equipment or failure by the Exhibitor to return it to the Event Supplier and the Exhibitor shall indemnify the Event Supplier for any loss or damage.

28.3 The Equipment shall be used by the Exhibitor for scanning the badges of Visitors who visit their stand at the Event. The Exhibitor will thereafter receive from the Organiser or the Event Supplier the Visitors' name, company and contact details ("**Visitor Data**") which shall be processed by Exhibitor in accordance with the data sharing terms of the Admissions Policy, the Equipment license agreement and the Privacy and Data Protection Terms of this Agreement. For the avoidance of doubt, Exhibitor may use Visitor Data only for the specific purposes of promoting the Exhibitor's products and services ("**the Purpose**"). The Visitor Data shall not be used for any purpose other than the Purpose and in particular may not be shared with affiliates of the Exhibitor or any third parties for their marketing purposes, unless the Visitor has received all required notices from the Exhibitor and gives all necessary and specific written consent to the Exhibitor.

28.4 Use of the Equipment will be monitored and where there is an excessive level of badge scanning, which is substantially greater than the average expected for an exhibitor at the Event, the Organiser reserves the right not to, or to instruct the Event Supplier not to, release any Visitor Data to the Exhibitor.

28.5 The Exhibitor shall not use its own equipment, mobile apps or other media or software to scan Visitor badges to collect Visitor Data at the Event.

28.6 The Exhibitor may also receive Visitor Data as a result of its sponsorship rights or advertisement and the provisions of this Regulation 28 and Regulation 29 shall apply to the use of any Visitor Data and to any other personal data received by the Exhibitor under this Contract.

29. **Privacy and Data Protection**

29.1 In this Contract, "**Data Protection Legislation**" means all privacy and data protection laws and regulations, including the General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 ("GDPR") and those of the European Union ("Union"), the United Kingdom ("UK") and Switzerland, as may be applicable.

29.2 Regarding the personal data that the Exhibitor may have access to and process as part of its participation in the Event (including Visitor Data), the Exhibitor agrees to comply with all applicable obligations as a "data controller" under the Data Protection Legislation, including giving all necessary notices and obtaining all required consents on its decisions and actions concerning its processing and use of such personal data.

29.3 The Exhibitor shall implement and maintain appropriate technical and organisational security measures against the unauthorised or unlawful processing of personal data (including Visitor Data) and against accidental loss or destruction of or damage to personal data to meet the requirements of the GDPR (including all measures required pursuant to Article 32 of the GDPR, "security of processing") as applicable, to ensure the protection of the rights of the data subjects and to provide a standard of protection that is at least as comparable to the protection required under the Data Protection Legislation.

29.4 The terms of the RX Data Processing Addendum at https://legal.rxglobal.com/en-us/processing-terms.html apply to the "processing" of "personal data" (as those terms are defined therein) that either Party receives from the other under the Agreement. The personal data provided by the Exhibitor to the Organiser (including details of Permitted Sharers) is necessary for the fulfilment, administration, management and execution of the Contract and may be provided to the Organiser's affiliate(s), the Venue and their sub-contractors for that purpose. Exhibitor acknowledges that the Organiser processes personal data subject to the RX Privacy Policy at: https://privacy.rxglobal.com. The individual identified in the Quotation, this Contract and later communications as the contact person for the Exhibitor or Permitted Sharers may be contacted by the Organiser, the Organiser's affiliate(s), the Venue and their sub-contractors for the purposes of facilitating the participation of the Exhibitor and Permitted Sharers at the Event, which may also include entry of the Exhibitor and Permitted Sharers on the Event website and in the Event directory, arranging introductions to or appointments with certain Event Visitors, and appropriate marketing of related services and products.

30. **Internet Connection Policy**

30.1 This Policy regulates the use of computer technology by Exhibitors to connect to the internet at the Event. It is intended to ensure the smooth operation of computer technology and internet access for the benefit of all Exhibitors free from any damage that may otherwise be caused by the use of technology without proper care and attention.

30.2 This Policy applies to any form of computer, whether a PC, laptop, server, PDA, tablet or mobile phones or any similar device ("**Computers**") which is provided by the Exhibitor (or any third party)and connected by wired or wireless means to the network(s) of the Organiser or any of its contractors at the Event ("**the Network**").

30.3 Exhibitors shall use their best endeavours to prevent any unauthorised access to the Network and to ensure that the Computers do not introduce any computer bugs, computer viruses, worms, Trojan horses, software bombs or any similar items or software to the Network.

30.4 All Computers must have one of the latest commercially available versions of antivirus and firewall software correctly installed and configured. This software must be kept up-to-date for the duration of the Event.

30.5 The Exhibitor shall not operate or attempt to operate its own wireless network at the Event. The Exhibitor shall only use the Organiser's (or its official contractor's) wireless Network.

30.6 The Organiser reserves the right to make random visits to the Exhibitor's stand to seek confirmation that Exhibitor is acting in compliance with this Policy.

30.7 In the event that, on investigation, it becomes clear that the latest version of antivirus and/or firewall software is not installed or being used or there is some other failure to comply with the Policy, the Organiser reserves the right to disconnect any or all Computers from the Network and disable any wireless network that does not comply with the Policy.

30.8 In the event of such disconnection, it is the responsibility of the Exhibitor to ensure that a current version of antivirus and/or firewall software is installed and any other failure to comply with the Policy is remedied. Only once this remedial action has been taken to the reasonable satisfaction of the Organiser will the Exhibitor then be allowed reconnection to the Network.

30.9 Internet connection via the Network, if provided at the Event, is for the Exhibitor to use entirely at its own risk and the Organiser shall not be liable for any loss, damage or liability (whether direct, indirect, special or consequential including, without limitation, loss of profits, business interruption, loss of programs or other data) which may result.

30.10 The Exhibitor shall indemnify the Organiser for any loss or damage, costs or expenses suffered by the Organiser, other exhibitors or other Attendees or Visitors at the Event as a result of the Exhibitor failing to comply with the Policy.

31. **Exhibitor Breach**

If the Exhibitor breaches any of its obligations under this Contract, (i) the Organiser may immediately, without notice, prohibit the Exhibitor from exhibiting at or sponsoring the Event and all future events run by the Organiser or another member of the Organiser's Group and terminate this Contract; (ii) the Exhibitor shall pay the Organiser any remaining balance of the Service Charge and/or VAS Charges outstanding plus interest, where appropriate; and (iii) the Organiser may seek any other legal or equitable remedies to which it is entitled. Further, the Organiser may direct the Exhibitor immediately to remove its Exhibitor Representatives, its exhibits, Content and other property from the Venue. The Organiser shall be entitled, if necessary, to remove and despatch the said exhibits and property (at the risk and expense of the Exhibitor) from the Exhibit Space to the address of the Exhibitor stated on the Contract. The Organiser shall then be entitled to use the vacated Exhibit Space in such manner as the Organiser deems fit.

32. **Resolution of Certain Disputes**

32.1 If there is a dispute or disagreement between (i) the Exhibitor and an official contractor; or (ii) the Exhibitor and a union or union representative; or (iii) the Exhibitor and one or more other exhibitors; or (iv) the Exhibitor and the Venue, the Organiser's interpretations of the rules governing the Event and its actions or decisions concerning the dispute or disagreement and its resolution thereof shall be binding on the Exhibitor.

32.2 The Organiser shall, in its sole discretion, determine any dispute or conflict with respect to any matters not specifically covered by this Contract. The Organiser shall have full power in the manner of interpretation, amendment and enforcement of this Contract.

33. **Bankruptcy or Liquidation**

Should the Exhibitor (i) being an individual or firm, become bankrupt, have a receiving order made against him, her or it, or make any arrangements with his, her or its creditors; or (ii) being a limited liability company, go into liquidation (other than a solvent voluntary liquidation for the purpose of amalgamation or reconstruction) or have an administrative receiver appointed or an administrative order is made against it or its assets; or (iii) enter into any arrangement with its creditors or is unable to pay its debts as they become due, this Contract shall terminate immediately, save that all Service Charge and VAS Charges paid shall be forfeited and the balance of the Service Charge and VAS Charges shall become due and payable immediately and such termination shall be without prejudice to any other legal or equitable remedies to which the Organiser is entitled.

34. **Indemnities, Insurance and Liability**

34.1 The Exhibitor is responsible for all claims, actions and/or costs for personal injury and loss of or damage to property arising out of or resulting from its execution of this Contract or occupancy of the Exhibit Space or presence at the Event including, but not limited to, damage to the Venue (including fixtures, fittings and equipment), loss or damage to other exhibitors or any Attendees or any Visitors or their property caused by or arising from the erection and dismantling of the Exhibitor's stand and anything permitted, omitted or done on or from the Exhibit Space or at the Venue during the period of the Event or during the construction and dismantling periods, caused directly or indirectly by the Exhibitor or any Exhibitor Representative or any Permitted Sharer or the act, omission or neglect of the Exhibitor or any Exhibitor Representative or any Permitted Sharer or by any exhibit, product or other article belonging to, or in the possession of, or used by, the Exhibitor or any Exhibitor Representative or any Permitted Sharer. The Exhibitor shall indemnify and hold harmless the Organiser in respect of all claims, losses, damages, actions, proceedings, costs (including legal costs and expenses) and demands in respect thereof.

34.2 In addition, the Exhibitor shall indemnify and hold harmless the Organiser in respect of all claims, losses, damages, actions, proceedings, costs (including legal costs and expenses) and demands arising out of or resulting from the Exhibitor's:

34.2.1 infringement of the intellectual property rights of any third party, whether knowingly or unknowingly and whether intentionally or unintentionally (including, but not limited to, the sale or distribution of pirated goods and counterfeits);

34.2.2 use of music, audio visual recording or live performance;

34.2.3 breach of any legal and/or regulatory requirements;

34.2.4 service of a judicial/administrative order on another exhibitor;

34.2.5 failure to comply with Regulation 30 (Internet Connection); and

34.2.6 failure to comply with Regulations 28 and 29 (Data Protection)

34.3 The Exhibitor shall take out and maintain public liability insurance providing a minimum cover of £2 million in the case of exhibitions and £1 million in the case of table top events or such greater amount of cover required by the operator of the Venue (e.g. £5 million in respect of Events held at Olympia) or local currency equivalent for the duration of the Event including the build-up and breakdown periods in order to participate in the Event.

34.4 The Organiser shall not be responsible for losses or damage to exhibits or other property of the Exhibitor or Exhibitor Representatives or Permitted Sharers, howsoever caused.

34.5 The Exhibitor shall take out and maintain adequate insurance in respect of claims under this Regulation 34 and in respect of any costs and expenses which it may incur if the Event is cancelled, postponed or curtailed in whole or in part since the Organiser accepts no liability in such an eventuality.

34.6 The Exhibitor shall complete and sign a "Confirmation of Ability to Meet Liabilities" form and submit it to the Organiser with the signed Contract to confirm that it has insurance in place to cover its liabilities and insurance requirements under this Regulation 34.

34.7 Alternatively, the Exhibitor may purchase an Exhibitor Indemnity from the Organiser to benefit from the Organiser's insurance policy, where such Exhibitor Indemnity is available, the terms of which are set out in the Exhibitor Indemnity FAQ document which can be obtained from the Organiser.

35. **Limitation of Liability**

35.1 The following provisions of this Regulation 35 set out the entire financial liability of the Organiser (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Exhibitor in respect of all losses, claims or liabilities arising under of or in connection with the Event (including in respect of any indemnities), whether in contract, tort (including negligence), breach of statutory duty, or otherwise.

35.2 All warranties, conditions and other terms implied by law are, to the fullest extent permitted by law, excluded from this Agreement.

35.3 Notwithstanding any provision to the contrary, nothing in this Contract or these Regulations shall exclude or limit the liability of the Organiser for death or personal injury caused by the Organiser's negligence or for fraudulent misrepresentation or for any liability that may not be limited or excluded by law.

35.4 Subject to Regulation 35.3:

35.4.1 the Organiser's total liability to the Exhibitor in connection with the Event shall be limited to 100% of the Service Charge and VAS Charges paid by the Exhibitor (or the limits set out in the Exhibitor Indemnity FAQ, where applicable); and

35.4.2 the Organiser shall not be liable to the Exhibitor for any loss of or corruption to data, loss of revenue and profit, loss of anticipated savings, loss of business, loss of opportunity, depletion of goodwill or reputation, additional operational and administrative costs and expenses, any financial losses or any indirect or consequential loss or damage.

35.5 The Organiser makes no representations or warranties with respect to the number of Attendees or the demographic nature of such Attendees and shall not be held responsible for the failure of all or any contracted exhibitors to attend the Event for any reason.

35.6 The Organiser is not responsible for the failure of the Venue or a third party to provide services and utilities, including, but not limited to, electricity, water and internet services or apps for mobile devices, and the Exhibitor shall not be entitled to any reduction in Service Charge or VAS Charges due or paid in the event of such failure.

35.7 The Organiser is not responsible for the content of any speaker's presentation at the Event.

36. **Due Execution**

36.1 The Exhibitor hereby warrants that the person signing this Contract is duly authorised to enter into the Contract on the Exhibitor's behalf and that the Contract constitutes a valid, legal and binding obligation on the Exhibitor. If the individual holding herself/himself out as duly authorised to execute the Contract is not so authorised, he or she hereby covenants to indemnify the Organiser (and members of the Organiser's Group and their respective officers, directors, employees and other agents) from and against all claims, losses, suits, damages, judgments, expenses, costs (including, without limitation, reasonable legal fees) and charges of every kind caused by her/his execution of the Contract and (without limitation) shall be personally liable to the Organiser for all payments that would have been payable to the Organiser by the Exhibitor had this Contract been duly executed on behalf of the Exhibitor.

36.2 Contracts may be digitally signed by the Exhibitor provided that they are publically validated or certified or otherwise accepted by the Organiser.

37. **Non Force Majeure Changes to Dates, Venue or Exhibit Space**

37.1 The Organiser may, in its sole discretion, change the dates of the Event and/or the Venue or duration or opening hours for the Event upon written notice to the Exhibitor (which may be by email). The Organiser shall not be liable for any costs, damages, fees or other expenses of the Exhibitor as a result of any such change.

37.2 Additionally, the Organiser reserves the right to relocate the Exhibitor to a different Exhibit Space within the Venue (to include altering the shape, size and/or position of that Exhibit Space) at any time in the best interests of the Event. However, no alteration to the Exhibit Space shall impose on the Exhibitor a greater liability for Service Charge and VAS Charges than that outlined in this Contract.

37.3 The Organiser may retain any portion of the Exhibitor's Service Charge and VAS Charges paid and such amount shall be applied as though no change in date, Venue or Exhibit Space relocation had occurred. Any remaining payments due from the Exhibitor shall be due in accordance with this Contract. Any cancellation of this Contract by the Exhibitor due to any change in date, Venue or Exhibit Space assignment shall be subject to liquidated damages as shown for cancellation in the Addendum.

38. **Organiser's Rights to Cancel Event**

The Organiser shall have the right at all times to abandon or cancel the Event in whole or part in the event that there is likely to be insufficient exhibitor participation in and/or Visitor support for the Event or otherwise, the likelihood of such insufficiency to be reasonably determined by the Organiser whose decision shall be final. In the event of such an abandonment or cancellation, the Exhibitor shall be entitled to receive repayment of all Service Charge and VAS Charges paid (to the extent the Service Charges and/or Value Added Services have not been performed), but the Organiser shall not be further responsible to the Exhibitor in respect of any actions, claims, losses (including consequential losses), costs or expenses which may have been suffered or incurred by the Exhibitor as the result of the abandonment or cancellation of the Event. For the avoidance of any doubt, no refund shall be provided in respect of Service Charges and/or VAS Charges that relate to digital and/or 365 subscription products and/or services that continue to be available irrespective of the abandonment or cancellation of the Event.

39. **Force Majeure/Termination/Postponement**

39.1 Force Majeure: If the Venue shall become, in the sole discretion of the Organiser acting reasonably, unfit for occupancy or the holding of the Event or if the performance of the Organiser's obligations under this Contract is interfered with by virtue of a **Force Majeure** (as defined below) or the Force Majeure event has interfered with the organising and or delivery or holding of the Event, this Contract and/or the Event (or any part thereof) may be terminated by the Organiser or postponed and/or relocated by the Organiser. The Organiser shall not be responsible for delays, damage, loss, increased costs or other unfavourable conditions arising by virtue of Force Majeure. **Force Majeure** shall include, but not be limited to: fire; casualty; flood; epidemic; pandemic; World Health Organisation travel advisory or travel alert; government and / or local authority restraints, regulations or orders, earthquake; explosion or accident; blockade embargo; inclement weather; restraints or orders of civil defence or military authorities; act of public enemy; riot or civil disturbance; act or threatened act of terrorism, strike, lockout, boycott or other labour disturbance; Venue cancellation; inability to secure sufficient labour; technical or other personnel failure; impairment or lack of adequate transportation facilities; inability to obtain, condemnation, requisition, or commandeering of necessary supplies or equipment; general fuel or energy shortages, local, state or federal laws, ordinances, rules, orders, decrees or regulations whether legislative, executive or judicial, and whether constitutional or unconstitutional; or acts of God or any other cause or causes not reasonably within the control of the Organiser.

39.2 Termination of Contract and/or Event: If the Organiser terminates this Contract and/or the Event (or any part thereof) as a result of Force Majeure, the Organiser may retain such part of the Service Charge and VAS Charges as shall be required to recompense it for expenses incurred up to the time such contingency shall have occurred and there shall be no further liability on the part of either party. The Organiser shall not be liable for any costs, damages, fees or expenses of the Exhibitor as a result of such termination. For the avoidance of any doubt, any Service Charges and/or VAS Charges relating to digital and/or 365 subscription products and/or services will remain with the Organizer in the event of any termination/ cancellation of the Event pursuant to this clause, where such products /services continue to be available irrespective of such cancellation /termination.

39.3 Postponement; Relocation: If the Organiser postpones and/or relocates the Event (or any part thereof) as a result of Force Majeure, the Organiser shall be entitled

to retain the portion of the Service Charge and VAS Charges paid to date and said amount shall be applied to the Event as though no postponement and/or relocation had occurred. Any remaining payments from the Exhibitor shall be due in accordance with this Contract. If the Exhibitor cancels participation because the Organiser postpones and/or relocates the Event, the Exhibitor shall be subject to liquidated damages as shown for cancellation in the Addendum. Further, the Organiser shall not be liable for any costs, damages, fees or expenses of the Exhibitor as a result of such postponement and/or re location.

40. **Admission of Attendees**

The Organiser shall have sole control over admission policies at all times. See Event website for the Attendee admission policy.

41. **Rights of the Organiser and the Venue**

The Organiser and the Venue owner and those authorised by them respectively have the right to enter the Venue at any time to execute works, repairs and alterations and for any other purposes. No compensation will be payable to an Exhibitor for any damage, loss or inconvenience so caused.

42. **Notices**

Any notices to the Organiser shall be given in writing by email (with confirmation of receipt), courier service, hand delivery, registered mail, certified mail, courier or postage prepaid to the address shown in the Contract or at such other address as may from time to time be designated by the Organiser.

43. **Governing Law and Forum**

43.1 This Contract and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to this Contract, the validity and performance hereof or its formation (including any non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales (save that the conflicts of law principles will be expressly excluded). The parties hereby irrevocably acknowledge and agree that the courts of England shall have exclusive jurisdiction and venue in respect hereof.

43.2 In the event of a dispute as to the interpretation of these Regulations as a result of their translation into a foreign language, the English version shall take precedence.

44. **Reservation of Rights**

The Organiser reserves the right to take any action that is reasonably necessary in the sole judgment of the Organiser for the protection of the Event and/or the participants, including, but not limited to, other exhibitors and all Attendees and Visitors.

45. **Entire Agreement**

45.1 This Contract contains the entire agreement between the Organiser and the Exhibitor. The Exhibitor acknowledges that, in entering into this Contract, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this Contract, including any links to documents referred to in this Contract. This does not exclude liability for fraudulent misrepresentation.

45.2 These Regulations shall apply to all contracts, including this Contract, and shall override any terms submitted by the Exhibitor which shall have no legal effect.

45.3 All conditions and warranties implied by custom, law or regulation are excluded from this Contract to the extent permissible by law.

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Exhibitor Indemnity

What is an Exhibitor Indemnity?
It is a condition of participation at an event organised by Reed Exhibitions Limited ("RX") that you can meet your obligations if you cause damage to third-party property; if you injure someone other than your own employees at the event; or the event is cancelled, abandoned, postponed or curtailed due to reasons beyond RX's control and for which RX is not responsible. To cover certain claims or losses arising from these scenarios, RX has purchased a policy. RX will provide those exhibitors who opt in with the benefit of this policy via an indemnity ("Exhibitor Indemnity") and add a charge for this to your contract.

Does the Exhibitor Indemnity meet all of my requirements?
The Exhibitor Indemnity meets RX's minimum requirements and provides some other basic protection in areas which we consider relevant for exhibiting. You need to review your individual requirements and, if you do not feel RX's Exhibitor Indemnity is sufficient for your needs, you should consider alternative ways of covering your obligations, such as insurance.

Who is covered by the Exhibitor Indemnity?
The Exhibitor Indemnity only covers main stand-holders. It is the responsibility of the contracted stand-holder to ensure any other companies exhibiting on the stand can adequately meet their potential obligations in the event of any incident.

What is included in the indemnity?

We recommend you read RX's policy which is available in your exhibitor portal and this document for confirmation as to the extent of cover provided.

In summary, RX's policy may indemnify you for up to:

- £2,000,000 each occurrence for when you are legally obliged to pay compensation in respect of third-party bodily injury or damage to property where you are liable (£5,000,000 for events at Olympia, London). RX will also pay your defence costs in addition, except for events in the USA for which the total payable is US$2,000,000 each occurrence and in the aggregate inclusive of defence costs;
- £10,000 (£1000 for table toppers) for loss or damage to event property owned by you or for which you are legally liable whilst at the event or in the course of direct transit to or from its usual place of storage to the insured event, within the geographical limits of the policy.
- £10,000 (£1000 for table toppers) for non-recoverable expenses and other associated costs if the event is necessarily and unavoidably cancelled, abandoned, disrupted or rescheduled solely and directly as a result of a cause beyond RX's control, or your inability to open or keep open your stand/space due to damage to exhibitor property at the venue, in transit to the venue or damage to the venue hall itself, or the late or non-arrival of exhibit(s). Service Charges and VAS Charges are excluded.

What is not included under the indemnity?

The Exhibitor Indemnity excludes <u>all incidents</u> resulting from the following:

- War, terrorism, radioactive contamination, pollution, malicious use of poisonous biological or chemical materials;
- Communicable disease, or your products, except food and drink you provide in the course of the insured event;
- Cyber incidents, including any computer or digital technology error, social engineering communication, cyber-attack or hacker;
- Any form of data loss.

Listed below are certain other scenarios that are <u>not</u> included in the Exhibitor Indemnity. For full details of all applicable exclusions please refer to RX's policy in the exhibitor portal.

The Exhibitor Indemnity excludes public liability loss or damage in respect of:

- Transmission of any communicable disease
- Wilful or malicious acts

The Exhibitor Indemnity excludes loss or damage to property in respect of:

- Perishable goods
- Paintings, sculptures and other works of art
- Jewellery, precious stones, fur, unless such items are subject of or intended for display at the exhibition and are kept at all times in locked showcase or locked safe
- Cash including cheques and stamps
- Property sold by you or leased, hired or rented by you to others once it passes out of your possession
- Vehicles licensed for road use

The Exhibitor Indemnity excludes cancellation or abandonment due to:

- Contractual breach
- National mourning for anyone over 70
- Riots or civil commotion
- Lack of support, insufficient finance for the event
- Communicable diseases of any kind, including fear or threat of communicable diseases
- Adverse weather if your stand is outdoors or in a temporary or canvas structure
- Virtual or online events
- Your (or anyone else's) inability to attend or appear at the event for any reason unless due to your

	• Mysterious disappearance or unexplained loss, inventory or stocktaking shortage. • Loss or damage from, in or on a vehicle left unattended. • Electrical or mechanical fault or breakdown.	employee or appointed representative death, physical injury, illness, disease or accident.

What if I don't want the indemnity?	If you do not wish to take advantage of the Exhibitor Indemnity, then you must provide confirmation that you can meet your obligations through other means (e.g. an insurance policy or self-insurance in the case of government bodies) by completing and signing RX's Confirmation of Ability to Meet Liabilities form in your exhibitor portal.
What if I have queries?	If you have any queries about the Exhibitor Indemnity then you should, in the first instance, contact RX. You can contact RX by post at Reed Exhibitions Limited, Gateway House, 28 The Quadrant, Richmond, Surrey TW9 1DN or by email at rxinfo@rxglobal.com. You can also make contact by telephone on +44 (0) 20 8271 2134 during normal business hours. Please ask to speak to your Account Manager.
What if I need to make a claim?	Please refer to the Claims Contact Sheet which you can find in your exhibitor portal.

CONFIRMATION OF ABILITY TO MEET LIABILITIES - **STAND**

It is a condition of participation at one of our events that you must be able to meet any potential liabilities arising from any incidents caused by you, your staff or your contractors. You have the option of paying for an Exhibitor Indemnity to enhance the terms and conditions to include an indemnity for your liability and loss of property at the event. We recommend you read our terms and conditions for confirmation as to the extent of this indemnity.

If, after reading the terms and conditions, you would prefer to make your own arrangements to cover these liabilities then please complete and sign the sections below and return to your Reed Exhibitions Account Manager. Government bodies only may complete the section on self insurance.

If you do not possess appropriate insurance for this event you will not be allowed to exhibit.

Event & Year	
Contract No.	
Name Of Contracted Standholder	
Address (Or Customer Account No.)	

We confirm that we have arranged insurance cover which meets the following requirements:

- We have a current Public Liability policy that covers our activities and those of any stand sharers whilst at this event.
- Our Public Liability policy cover provides at least £2,000,000 (GBP) cover or local currencyequivalent.
- Our policy is valid in the country in which the event is held.

We further confirm that we will maintain such insurance in full force and effect until after the event has closed and we have vacated the event.

Signed	For and on behalf of the Contracted Standholder	Print Name	
Position in Company:			

Government Bodies Only

We confirm that we will self-insure for any Public Liability claims up to a minimum of £2,000,000 (GBP), or local currency equivalent, at the event named above.

Signed	For and on behalf of the Contracted Standholder	Print Name	
Job Title:			

CONFIRMATION OF ABILITY TO MEET LIABILITIES

SUMMIT - Table Top ONLY

It is a condition of participation at one of our events that you must be able to meet any potential liabilities arising from any incidents caused by you, your staff or your contractors. You have the option of paying for an Exhibitor Indemnity to enhance the terms and conditions to include an indemnity for your liability and loss of property at the event. We recommend you read our terms and conditions for confirmation as to the extent of this indemnity.

If, after reading the terms and conditions, you would prefer to make your own arrangements to cover these liabilities then please complete and sign the sections below and return to your Reed Exhibitions Account Manager. Government bodies only may complete the section on self insurance.

If you do not possess appropriate insurance for this event you will not be allowed to exhibit.

Event & Year	
Contract No.	
Name Of Contracted Standholder	
Address (Or Customer Account No.)	

We confirm that we have arranged insurance cover which meets the following requirements:

- We have a current Public Liability policy that covers our activities and those of any stand sharers whilst at this event.
- Our Public Liability policy cover provides at least £1,000,000 (GBP) cover or local currency equivalent.
- Our policy is valid in the country in which the event is held.

We further confirm that we will maintain such insurance in full force and effect until after the event has closed and we have vacated the event.

Signed	For and on behalf of the Contracted Standholder	Print Name	
Position in Company:			

Government Bodies Only

We confirm that we will self-insure for any Public Liability claims up to a minimum of £1,000,000 (GBP), or local currency equivalent, at the event named above.

Signed	For and on behalf of the Contracted Standholder	Print Name	
Job Title:			

RX EXHIBITOR INDEMNITY CLAIMS CONTACT SHEET

What to do and who to contact if there is an incident at your event.

If the event is cancelled or you cannot attend due to illness

If **you** need to make a claim **you** should notify **RX (Reed Exhibitions Limited) and the insurer who is Beazley Solutions International Ltd** at**:** PCGClaims@beazley.com with the following information within 7 days of the incident occurring:

- ✓ Your full name
- ✓ Address including postcode
- ✓ Contact telephone number
- ✓ Circumstances of the claim
  Policy number: W0331I23PNSC

RX: Email: rxuklegalqueries@reedexpo.co.uk

Property Damage Claims

If **you** need to make a claim **you** should notify **RX (Reed Exhibitions Limited) and the insurer who is Beazley Solutions International Ltd** at: PCGClaims@beazley.com with the following information within 7 days of the incident occurring:

- ✓ Your full name
- ✓ Address including postcode
- ✓ Contact telephone number
- ✓ Circumstances of the claim
- ✓ Policy number: W0331I23PNSC
- ✓ Police Crime reference if due to theft

Liability Notifications

If an attendee alleges they have hurt themselves or they suffer damage to property on your stand please tell us as soon as you can. Do not wait for a formal letter from a solicitor or court proceedings to be issued.

Don't admit liability. Don't enter negotiations or make settlement offers.

To notify an incident or claim please email **RX and Liability & Corporate Claims Solutions, QuestGates Limited** as soon as reasonably possible and include as much of the following information as possible:

- ✓ Policy number: W0331I23PNSC
- ✓ Your full name
- ✓ Name of your business
- ✓ Email address and phone number for us to contact you
- ✓ Name of the person making a claim against you and their contact details if you have them
- ✓ Description of the incident
- ✓ Whether the person making a claim against you has appointed a solicitor
- ✓ Supporting Documentation (photos, correspondence, contracts etc)
- ✓ Details of your solicitor if you have appointed one

E-mail: claimsmanagement@questgates.co.uk
Tel: + 44 (0) 121 411 0530
Out of hours: For assistance please call the switchboard: + 44 (0) 121 411 0535
RX: Email: rxuklegalqueries@reedexpo.co.uk