

Rotaia Media Limited Terms & Conditions

1. DEFINITIONS

In these terms and conditions:

- Agreement** means these terms and conditions and contract;
- Cancellation Charge** means the charges set out in the Contract Form payable for any cancellation of the Sponsorship;
- Confidential Information** shall have the meaning given in Clause 14;
- Contract Form** means the form to be completed and signed by the Sponsor;
- Sponsor** means the person, firm or company whose details are specified in the Contract Form;
- Delegate** means the person who is attending the conference on behalf of their Company;
- Sponsor Branding** means such branding as may be provided by the Sponsor to the Organiser in connection with the Event;
- Exhibits** means such objects and materials (including but not limited to marketing and promotional materials) as may be displayed and/or handed out to delegates by or on behalf of the Sponsor;
- Organiser** means Rotaia Media Limited or its permitted assignees;
- Organiser Branding** means such branding as may be provided by the Organiser to the Sponsor for use by the Sponsor in connection with the Event;
- Stand Space** means any area in the Event venue licensed to the Sponsor in writing.

Delegate Terms & Conditions

2. FEES AND PAYMENT

- I. Full payment is due upon registration
- II. Registration(s) will not be confirmed until full payment has been received
- III. Onsite Registrations MUST be made with a valid credit card

3. CANCELLATION AND SUBSTITUTION POLICY

- I. Cancellation will only be accepted in writing. If this cancellation is received more than 48 days before the conference attendees will receive a credit to the following year's event. Cancellations received 48 days or less (including the 48th day) will be liable for the full fee paid.
- II. A substitution from the same organization can be made in writing at no extra charge as long as this is done at least 48 hours prior to the conference.
- III. In the event of cancellation by the organiser, payments received by the cancellation date will be refunded in full.

Sponsorship Terms & Conditions

4. APPLICATION AND AGREEMENT

- I. The Sponsor warrants, represents and undertakes that it shall provide comprehensive and complete details on the Contract Form of the intended purpose of the Sponsorship and all displays which it intends to use at the event.

II. The Contract Form and these terms and conditions shall form the entire agreement between the parties. Each party confirms that it has not relied on any prior representations or negotiations in entering into this Agreement.

III. In the event of conflict between the various documents forming this Agreement between the parties then following order of priority shall apply:

- i.** the Contract Form; followed by
- ii.** these terms and conditions

5. ALLOCATION AND LICENCE OF STAND SPACE

I. The Stand Space is licensed to the Sponsor (in common with the Organiser and all others authorised by the Organiser) on a non-exclusive basis in accordance with this Agreement. The term of this licence shall be for the duration of the Event (and for such reasonable time spent in promptly removing any displays and marketing material from the Stand Space after the Event has concluded in accordance with Clause 7 below) or until the licence is otherwise terminated or cancelled in accordance with this Agreement.

II. The Sponsor is not permitted to sub-license the Stand Space allocated to it, either wholly or in part, or otherwise part with or share possession of all or any part of the Stand Space without the prior written consent of the Organiser.

III. The Organiser reserves the rights to determine, and if it deems necessary, alter at its sole discretion:

- i.** the location and/or size of the Venue;
- ii.** the opening hours for the Event;
- iii.** the term or duration of the Event;
- iv.** the date or dates on which the Event is to be held;
- v.** the Stand Space allocated to the Event and its location;
- vi.** the layout of the Event generally;
- vii.** the entrances and exits to and from the Event; and
- viii.** any and all other technical or administrative details in respect of the

Event.

IV. The Organiser will use reasonable endeavours to notify the Sponsor of any changes or alterations to the Stand Space, its location or the Event as a whole which materially and detrimentally impact on the Sponsor's rights under this Agreement. The Sponsor acknowledges and agrees that such changes and alterations may be required to be made by the Organiser to benefit and safeguard the value of the Event as a whole, to the potential detriment of any individual Sponsor(s). In the unlikely event that any material changes or alterations are detrimental to the Sponsor, the Sponsor further acknowledges and agrees that the Organiser may at its discretion and without obligation apply a pro rata reduction to the Fees or part of them to compensate the Sponsor for any material detriment so offered and that this shall be the Sponsor's sole remedy in this regard.

6. FEES AND PAYMENT

I. The Sponsor agrees to pay the following Fees in accordance with the amounts and payment terms set out in the Contract Form:

- i.** the Sponsorship fee;

II. Unless otherwise agreed by the parties and stated on the Contract Form, Fees shall be paid by the Sponsor within 14 days of the date of the Organiser's invoice for such Fees. If a shorter payment period for payment of Fees (or part of them) is agreed by the Sponsor and recorded on the Contract Form, such shorter period shall apply save that in all cases Fees shall in any event be paid at least 48 hours before the commencement of the Event date. Time shall be of the essence regarding payment of Fees.

III. Without prejudice to any other right or remedy that it may have, in the event the Sponsor fails to meet any payment obligations, (whether as to the amounts or date of payment), then the Organiser shall be entitled in its sole discretion to deem that the Sponsor has cancelled its requirement for Sponsorship and to exercise its rights pursuant to clause 10 (Cancellation Charges or Modification to Stand Space).

IV. The Fees and any Cancellation Charges are stated as being exclusive of VAT which shall be payable, if applicable, by the Sponsor in addition.

V. If any amounts payable under this Agreement are not paid to the Organiser by their due date for payment (whether Fees, Cancellation Charges or otherwise), then the Organiser shall be entitled to charge interest on such sum from the due date for payment at the annual rate of 4% above the base lending rate from time to time of Lloyds TSB Bank plc, accruing on a daily basis and being compounded quarterly until payment is made, whether before or after judgment.

7. STAND SPACE AND DISPLAYS

I. The Sponsor shall abide by and observe all requirements, laws, rules and regulations whether imposed by the Organiser, the proprietors or managers of the Venue or any municipal, governmental or other competent authority. The Organiser agrees to provide the Sponsor with reasonable notice of any material change in the requirements, laws, rules and regulations from the date of this Agreement which impact on the Sponsor.

II. Plans for specially built displays must be submitted by the Sponsor to the Organiser or its appointed representative in good time for audit and approval before construction is ordered or commenced.

III. If in the opinion of the Organiser, the Sponsor's display extends beyond the allocated Stand Space or is otherwise not in compliance with this Agreement, the Organiser may at its sole discretion: (i) charge the Sponsor for the extra Stand Space so occupied at the prevailing rate, or (ii) require the Sponsor to move or alter its stand so that the allocated Stand Space is not exceeded and the Sponsor agrees to pay all costs and expenses related thereto.

IV. The Sponsor must not erect its Displays in a manner which would, in the opinion of the Organiser, obstruct the light or impede the view along the open spaces or gangways of the Event or cause inconvenience for or otherwise affect the display of any other Display.

V. Any marketing materials and all materials used for building, decorating or covering displays must consist of non-flammable material. The Sponsor must comply immediately with all instructions given by the relevant authorities or the Organiser to avoid the risk of fire or any other risk of injury or damage to property.

VI. Any direct light from an electrical device must be screened in such a way as to avoid causing nuisance or discomfort to delegates and other Sponsors and any music or other noise shall be at such a level so as not to cause nuisance or discomfort to delegates and other Sponsors. In addition, the Sponsor shall reduce the volume of or switch off any music or other sound source immediately if required to do so by the Organiser.

VII. The Organiser and any other person either authorised by the Organiser or having an interest in the premises shall without notice be entitled to access at all reasonable times before, during and after the Display Space and for this purpose the Organiser or any such person shall be entitled to use such force as may be reasonably necessary and (subject to clause 13) without incurring any liability whatsoever to the Sponsor.

VIII. On the first day of the Event, the Sponsor must occupy the Stand Space allocated to it no later than the opening time of the Event. In the event that the Sponsor fails to do so, then (without prejudice to the Organiser's other rights and remedies) the Organiser shall be entitled to deem that the Sponsor has cancelled its requirement for the Stand Space

and to exercise its rights pursuant to clauses 10 (Cancellation Charges and Modification of Stand Space).

IX. Details of Event hours are set out in the Event details sent to the Sponsor or as otherwise notified in writing by the Organiser. During these times the Sponsor shall ensure that: (a) the Stand Space is adequately staffed by the Sponsor's authorised personnel and/or representatives; (b) the Exhibits are all operational and/or displayed (as the case may be); and (c) the Sponsor is ready and able to conduct business.

X. Save for canvassing by the Sponsor on its own Stand Space in the normal course of its business, any other canvassing anywhere in the Event is strictly prohibited. The distribution or display by the Sponsor of printed or other placards, handbills or circulars or other articles except by the Sponsor on its own Stand Space is prohibited, except by prior written agreement with the Organiser.

XI. The Sponsor shall be responsible and liable for obtaining appropriate consents to and licences for its use of all intellectual property rights in any Exhibits or other materials used in connection with the Event.

8. SPONSOR'S REPRESENTATIVES AND PASSES

I. The Sponsor shall supply to the Organiser the name of at least one person to be its representative in connection with the installation, operation and removal of the Stand Space and shall ensure that such person is available to be contacted by the Organiser at all times during the opening hours of the Event and reasonably available at other times during the Event period.

II. In order to ensure only official access to the Event areas, the Sponsor and any authorised personnel and any permitted contractors will be issued with non-transferable passes. No admission to the Event areas will be allowed unless this pass is presented. The Sponsor will be required to provide the Organiser, by the date specified, a list detailing the personnel who will be present at the Stand Space and/or around the Event and/or any permitted contractors and the day(s) on which each person is likely to be in attendance. The Sponsor shall be liable for all and any unauthorised use of the passes issued to the Sponsor.

III. The Sponsor shall be responsible and liable for the conduct of all personnel and any other person associated or connected with the Sponsor. The Organiser reserves the right in its absolute discretion to exclude or remove from the Event any person whose presence or behaviour is undesirable and/or potentially unlawful, harmful, disrespectful and/or causing a nuisance to other Sponsors and/or delegates and the Organiser may exercise such right notwithstanding that any such person is the employee, agent or permitted contractor of the Sponsor or otherwise in any way connected or associated with the Sponsor.

9. REMOVAL OF EXHIBITS AND MARKETING MATERIALS

I. The Sponsor shall comply with all provisions in relation to the removal of Exhibits and dismantling of the contents of the Stand Space.

II. In order to comply with health and safety regulations, no Exhibit shall be packed, removed or dismantled during the Event hours or prior to the closing of the Event without the prior written permission from the Organiser.

III. The Organiser reserves the right in its absolute discretion at any time to require the Sponsor to remove (or to itself remove) any Exhibit (whether specified on the Contract Form or not) which is being displayed at the Event if the Organiser reasonably believes that such Exhibit contravenes any provision of this Agreement or is otherwise potentially unlawful, harmful, disrespectful and/or may cause a nuisance to any person.

IV. The Sponsor will be liable for all storage and handling charges imposed by the Organiser acting reasonably which result from the Sponsor's failure to remove all Exhibits from its Stand Space in accordance with this Agreement.

V. The Sponsor must surrender any occupied Stand Space in its original condition.

VI. The Sponsor shall on demand indemnify and keep indemnified the Organiser for any damage caused by the Sponsor, its employees, agents or contractors to the Venue and/or to the Stand Space occupied by the Sponsor, or any possessions or property of other Sponsors.

10. INSURANCE

I. If the Sponsor has stand space as part of its contract, they shall carry public liability insurance against personal injury, death and damage to or loss of property by any cause whatsoever.

II. If the sponsor does not already own public liability insurance then they agree to obtain insurance in accordance with this clause and shall provide written evidence of its insurance policy to the Organiser no later than 8 weeks prior to the commencement date of the Event.

III. In the event that a Sponsor fails to provide written evidence of such insurance cover to the Organiser in accordance with Clause 9, the Organiser may in its sole discretion:

i. terminate this Agreement, at which point the provisions of Clause 12 shall take effect.

IV. In the event that a Sponsor enters this Agreement less than 8 weeks before the commencement of the Event, the Sponsor shall on the date of this Agreement either:

i. provide satisfactory written evidence to the Organiser of its insurance policy; or

ii. obtain insurance in accordance with this clause and shall provide written evidence of its insurance policy to the Organiser immediately

11. USE OF BRANDING

I. Subject to the Sponsor complying with the provisions of this Agreement and any branding guidelines set out by the Organiser or otherwise provided in writing to the Sponsor, the Organiser hereby grants the Sponsor a non-exclusive, non-transferable, royalty-free, revocable, worldwide licence for the period of time between the date of the Agreement and the end of the Event, to use the Organiser Branding solely and strictly for the purpose of reasonably promoting, marketing and advertising its participation in the Event.

II. Subject to the Organiser complying with the provisions of this Agreement, the Sponsor hereby grants the Organiser a non-exclusive, non-transferable, royalty-free, revocable, worldwide licence, to use the Sponsor Branding solely and strictly for the purpose of promoting, marketing and advertising the Event and the Sponsor's involvement in the Event.

12. SPONSOR'S CANCELLATION, REALLOCATION OR MODIFICATION OF STAND SPACE

I. If the Sponsor wishes at any time prior to the Event to cancel its Stand Space, it shall:

i. provide immediate written notice to the Organiser; and

ii. pay the Cancellation Charge within 30 days of the date of the Sponsor's written notice under this Clause or within 14 days of the Organiser's invoice for such Cancellation Charge, whichever is the sooner.

II. If the Sponsor wishes to modify its Stand Space it shall send a written request to the Organiser, stating the reason for the proposed modification, which the Organiser shall be entitled to accept, reject or condition at its reasonable discretion. Such conditions may include (but not be limited to) the payment of additional Fees if the modification will result in additional requirements in connection with the Stand Space or the payment of Cancellation Charges if the modification will result in significantly reduced requirements for Stand Space.

- III.** In the event that:
- i.** the Sponsor provides notice of cancellation under this clause;
 - ii.** the Organiser deems that the Sponsor has cancelled its requirement for the Stand Space in accordance with this clause; and/or
 - iii.** the Sponsor is in breach of this Agreement;

Then the Organiser shall have the absolute discretion (but without prejudice to any other right or remedy available to the Organiser) to re-allocate or resell the Stand Space which had been allocated to the Sponsor. In the event that the Sponsor modifies its Stand Space in accordance with the provisions above, and then subsequently attempts to cancel such Stand space, the Organiser shall in its sole discretion be entitled to apply the Cancellation Charge relevant for

- iv.** the original, unmodified Stand Space; or
 - v.** the modified Stand Space.
- IV.** The Sponsor hereby acknowledges that the Cancellation Charge represents a reasonable pre-estimate of the likely losses and costs that would be incurred by the Organiser as a result of the Sponsor's cancellation or modification and that they do not represent a penalty.

V. For the avoidance of doubt, the Organiser is not required to mitigate its losses and/or costs in such circumstances and the Cancellation Charge shall remain payable even where the Organiser is able to reallocate or resell the Stand Space.

13. POSTPONEMENT AND CANCELLATION BY ORGANISER

I. The Organiser shall be relieved of its obligations under this Agreement in the event that the holding of the Event by the Organiser, the performance by the Organiser of any of its material obligations under this Agreement and/or the attendance at the Event by the Sponsors and/or any other sponsor and/or any delegates is impossible, illegal or substantially or materially interfered with, due to any cause or causes beyond the reasonable control of the Organiser or the providers of the Venue including, without limitation, any of the following: act of God, governmental act, war, fire, flood, explosion, civil commotion, armed hostilities, act of terrorism, revolution, blockade, embargo, strike, lock-out, sit-in, industrial or trade dispute, adverse weather, disease, risk to public health, accident to or breakdown of plant or machinery, shortage of any material, labour, transport, electricity or other supply, regulatory intervention, general advice or recommendation of any government (including any government agency or department), regulatory authority or international agency against travel, exhibitions and/or public gatherings, or the Venue becomes unavailable and/or unfit for occupancy and/or use ("force majeure").

II. In the event of force majeure, the Organiser may cancel, postpone or bring forward the Event or change the Venue or otherwise alter the Event.

14. TERMINATION

I. This Agreement may be terminated by the Organiser at any time by written notice to the Sponsor upon the occurrence of any of the following events:

- i.** the Event is cancelled in accordance with Clause 10 above;
- ii.** the Organiser is not satisfied that proper use is being made of the Event by the Sponsor during the build-up period or at any time during the term of the Event or at any other time when the Sponsor or any of its contractors or displays is in the Venue in connection with the Event;
- iii.** the Sponsor fails to arrange insurance cover in accordance with the provisions of clause 8;
- iv.** payment of Fees is not made by the Sponsor in accordance with this Agreement;

- v. the Sponsor is or becomes for any reason unable to utilise the Stand Space;
 - vi. the Sponsor ceases to carry on business, becomes insolvent or is subject to any form of winding up, administration, receivership, liquidation, bankruptcy, arrangement with creditors generally or any other insolvency procedure in respect of it or any of its assets, or suffers from enforcement of security or legal process or repossession or any event analogous to any of the above in any jurisdiction;
 - vii. the Sponsor or relevant attending employees, contractors or other of its personnel is or are convicted of any criminal offence or otherwise so conduct itself/themselves so as to bring itself, the event or the Organiser into disrepute;
 - viii. the Sponsor is in breach of any provision of this Agreement;
 - ix. the Sponsor is in breach of any applicable local legislation, rules or regulations;
 - x. if the editorial content of the conference needs to be changed at any given time at the sole discretion of the Conference Director
- II.** Upon termination of this Agreement for any reason, any allocation of the Stand Space shall automatically be cancelled forthwith.
- III.** If this Agreement is terminated under any of Clauses inclusive above then:
- i. the Organiser shall be entitled to re-allocate and/or resell the Stand Space;
 - ii. all payments made in respect of the Stand Space shall be retained by the Organiser and forfeited by the Sponsor; and
 - iii. the Organiser shall have the right to invoice for and (within 30 days of the date of such invoice) the Sponsor shall pay the balance of the Fees and for any loss of damage suffered or additional expenses incurred by or on behalf of the Organiser as a consequence of such termination.
- IV.** Upon termination of this Agreement for any reason, all the Sponsor's property shall be removed by the Sponsor from the Event immediately, failing which such property will be removed and/or stored at the Sponsor's expense in accordance with Clause 7. The Organiser reserves the right to exercise a general lien over any property of the Sponsor in the Venue in respect of all monies, of whatever nature, including (without limitation) in respect of claims for damages, costs, losses or expenses which may at any time be due or payable by the Sponsor to the Organiser in connection with the Event.

15. LIMITATION OF LIABILITY AND INDEMNITY

- I.** This Clause sets out the entire liability of the Organiser (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Sponsor in respect of:
- i. Any breach of this Agreement;
 - ii. Any use made by the Sponsor of the Stand Space; and
 - iii. Any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Agreement.
- II.** Neither the Organiser nor any of its respective agents shall be liable to the Sponsor under this Agreement in contract, tort (including negligence and breach of statutory duty) or otherwise for any loss of profits (whether direct or indirect), revenue, goods, use, anticipated savings, goodwill, reputation or business opportunity or for any indirect, incidental special or consequential loss arising under this Agreement (whether or not reasonably foreseeable and even if it had been advised of the other incurring the same).
- III.** The Organiser's total liability in contract, tort (including negligence or breach of statutory duty) or otherwise arising in connection with this Agreement shall be limited to the

total Fees paid by the Sponsor for the relevant Event in connection with which such liability arises.

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

V. Nothing in this Agreement purports to exclude or limit the Sponsor's liability for death or personal injury as a result of its negligence, fraud or fraudulent misrepresentation or any liability that cannot be excluded by law.

VI. The Sponsor shall on demand indemnify and keep indemnified the Organiser against all costs, claims, demands, proceedings and losses whatsoever made against or incurred by the Organiser, its employees, agents or contractors as a result of any breach of any term(s) of this Agreement by the Sponsor, its agents, contractors or employees.

16. CONFIDENTIALITY

I. Neither party shall use, copy, adapt, alter, disclose or part with possession of any information or data of the other party which is disclosed or otherwise comes into its possession directly or indirectly as a result of this Agreement and which is of a confidential nature ("**Confidential Information**") except as strictly necessary to perform its obligations or exercise its rights under this Agreement PROVIDED THAT this provision shall not apply to Confidential Information:

i. which the receiving party is able to prove was already in its possession at the date it was received or obtained or which the receiving party obtains from some other person with good legal title to the same or which is independently developed by or for the receiving party; or

ii. which comes into the public domain otherwise than through the default or negligence of the receiving party; or

iii. which the receiving party is required to disclose by law or applicable regulatory authority.

II. In all cases each party shall inform the other party immediately upon becoming aware or suspecting that an unauthorised person has become aware of Confidential Information, or that an unauthorised disclosure of Confidential Information has been made.

III. Each party shall ensure that its personnel, sub-contractors and agents who have, or may have, access to the Confidential Information are bound by an undertaking in substantially the same terms as this Clause 14.

IV. The provisions of this Clause 14 shall continue in force notwithstanding termination or expiry of this Agreement.

17. GENERAL

I. Assignment: The Sponsor shall not be entitled to assign, transfer or delegate to a third party, any rights or obligations of the Sponsor arising under this Agreement save that it may use official contractors. The Organiser shall be entitled to assign the benefit (subject to the burden) of this Agreement without notice to or consent from the Sponsor.

II. Notices: Any notice required or permitted to be given by either party to the other under this Agreement shall be in writing and may be given either personally or by first class post or facsimile transmission addressed to that other party at their registered address or such other address as notified in writing from time to time. Where given by first class post such notice will be deemed to have been served 48 hours after posting and proof that the envelope containing the notice was properly addressed and sent prepaid shall be sufficient evidence of service.

III. Notices given in person or by facsimile transmission shall be deemed to be served immediately provided that in the case of facsimile transmission the correct transmission report shall have been received by the sender.

IV. Headings: The headings in this Agreement have been inserted for reference only and do not affect their interpretation.

V. Severability: The provisions contained in each clause, and sub-clause of this Agreement shall be enforceable independently of each of the others and its validity shall not be affected if any of the others is invalid. If any of those provisions is void but would be valid if some part of the provisions were deleted, the provision in question shall apply with such modification as may be necessary to make it valid.

VI. Supplementary regulations and instructions: Notwithstanding any other provision of this Agreement, the Organiser reserves the right to issue supplementary regulations or instructions in addition to those in this Agreement to ensure smooth management of the Event. Any additional written regulations or instructions shall be deemed to form part of these terms and conditions and shall be binding on the Sponsor.

VII. Third parties: No terms of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a third party.

18. GOVERNING LAW AND JURISDICTION

I. These Terms and Conditions shall be construed in accordance with English law and the parties hereby submit to the non-exclusive jurisdiction of the English courts.