

EXHIBITOR AND ADVERTISER TERMS AND CONDITIONS FOR VIRTUAL EVENTS

1 Introduction

These are the terms and conditions on which Cultural Enterprises (Trading) Limited (the trading subsidiary of the Association for Cultural Enterprises) accepts your request to participate as an Exhibitor or Advertiser at the Virtual Event.

References to you, your or yours in this Contract shall be to the Exhibitor and/or Advertiser detailed on the Booking Form and confirmed in the Order Confirmation, and includes your employees and agents. References to us, our or we in this Contract shall be to Cultural Enterprises (Trading) Limited. References to the Association shall be to the Association for Cultural Enterprises.

The terms that apply to Exhibitors will apply to you where you ask to be allocated an Exhibitor Profile at the Event.

The terms that apply to Advertisers will apply to you where you ask for Advertising at the Event.

2 Definitions

In this Contract the following definitions shall apply:

- **Advertising:** mean any advertising rights provided to an Advertiser as detailed in the Booking Form and Order Confirmation.
- **Booking Form:** our online Booking Form for exhibiting and/or advertising at the Event that you submit via the Association's website.
- **Confidential Information:** all confidential information disclosed by a party to the other party in connection with the Contract, including but not limited to, any information that would be regarded as confidential by a reasonable businessperson relating to the business, affairs, customers, clients, suppliers, plans, intentions, or market opportunities of the disclosing party.
- **Contract:** the agreement between you and us and which incorporates these Exhibitor and Advertiser Terms and Conditions for Virtual Events, the Booking Form, the Order Confirmation and any other terms incorporated by reference.
- **Event:** the virtual event specified in both the Booking Form and the Order Confirmation.
- **Event Platform:** the virtual online platform through which the Event will take place.
- **Exhibitor Profile:** the virtual stand allocated to an Exhibitor on the Event Platform.
- **Fee:** the fee agreed between you and us as confirmed in the Order Confirmation.
- **Force Majeure Event:** any circumstance not within a party's reasonable control including, without limitation, acts of God, flood, natural disaster, epidemic, pandemic, terrorist attack, chemical or biological contamination, collapse of buildings, fire, explosion, industrial action or failure of utility service.
- **Intellectual Property Rights:** patents, utility models, rights to inventions, copyright and neighbouring and related rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill

and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

- Order Confirmation: the email we send to you to accept your offer to be an Exhibitor and/or Advertiser.
- Partner: any third-party partner or contractor engaged by us or the Association and associated with the Event.
- Personal Data has the meaning given in the Data Protection Act 2018.
- Stand: the virtual trade show stand that we create on the Event Platform based on an Exhibitor's Exhibitor Profile.

3 Booking and Registration Form

Your offer to be an Exhibitor and/or Advertiser must be submitted using the Booking Form. Once your offer has been accepted, an Order Confirmation will be emailed to the email address you specified in the Booking Form, at which point the Contract will commence. No Contract is formed until we send the Order Confirmation. We reserve the right to refuse any Booking Form for any lawful reason.

4 Fee and Payment

Payment of the Fee in full, in pound sterling (or in such other currency as may be stated on the Booking Form) and including any applicable VAT, charges, fees or other transactional costs, must be made at the time of booking.

5 Exhibitor Profile

Where you are an Exhibitor you undertake to provide us, at your cost, all suitable material in a format and within deadlines reasonably specified by us for it to be used in the setting up of your Exhibitor Profile.

Where you are an Exhibitor you agree to following obligations as an Exhibitor:

- Early Move-out. you shall not initiate move-out or abandon your Stand prior to the official Event closing time.
- Stands must be tested and operational by Friday 23rd May 2021 12.00pm
- Late Arrival. Late arrival to your Stands will not be permitted without our prior written permission.
- Default Occupancy. Any Exhibitor failing to occupy a Stand contracted for in a timely manner is not relieved of the obligation of paying the full rental price for such Stand.
- Staffing for the Stand must be available throughout the Event or have notification of return time during all Event hours.
- Exhibitors shall not photograph, or video record another virtual exhibit or product of another Exhibitor without permission.

- In order to participate all Exhibitors must meet technology requirements, including minimum internet speeds, camera, audio and access to specific online meeting platforms where applicable.

6 Advertising materials

Where you are an Advertiser you undertake to provide to us, at your cost, all suitable material including artwork of Your Marks (as defined in clause 7) in a format and within deadlines reasonably specified by us for it to be reproduced under our control for the fulfilment of your Advertising. You warrant that these materials are lawful and appropriate and our use of them will not infringe the rights of any third party.

7 Intellectual property

All Intellectual Property Rights in your name and logos (Your Marks), including any goodwill, shall remain your property. You will grant us, the Association and any Partner a royalty free licence to use Your Marks for the purposes of promoting, organising and running the Event; All Intellectual Property Rights to be used for promoting, advertising and marketing of the Event (Event Marks), including any goodwill associated with them, shall be the property of us and/or the Association and you shall not acquire any rights in the Event Marks; All Intellectual Property Rights in any materials produced for the Event (excluding Your Marks) shall remain the property of (or be assigned to) us and/or the Association. You agree to use the Event Marks and any other branding materials provided by us in accordance with any instructions provided setting out technical requirements for the reproduction of the Event Marks.

8 Confidentiality

You undertake that you shall not at any time disclose to any person any Confidential Information concerning our or the Association's business, affairs, customers, clients, or suppliers except to your employees, contractors, representatives or advisers who need to know such information for the purposes of exercising your rights or carrying out your obligations in connection with the Contract or as may be required by law (including freedom of information legislation), a court of competent jurisdiction or any governmental or regulatory authority.

9 Data protection

For the purposes of this clause 9, the following terms shall have the following meanings: DP Laws means the Data Protection Act 2018, the Privacy and Electronic Communications Regulations 2003 and all other applicable laws (each as amended or repealed from time to time); and Controller, Data Subject and Personal Data shall have the meanings as defined in the DP Laws. Your Personal Data will be processed in line with our Privacy Policy and DP Laws. We and you agree and acknowledge that: to the extent either or both of us processes Personal Data which is transferred to it by the other party, it will be deemed to be a sole Controller in respect of that processing of Personal Data, except in circumstances where a joint Controller relationship has been agreed and established, or when the recipient is acting as a Processor and has an appropriate and compliant contract in place; it will duly comply with its respective obligations both under DP Laws, and those which arise in connection with the Contract

and not knowingly do or omit to do anything which would result in a breach by the other party of DP Laws; it will have in place, and maintain throughout the term of the Contract, all appropriate technical and organisational measures against unauthorised, unlawful or unintended processing, use of, access to, or theft of the Personal Data transferred to it by the other party; it shall provide all reasonable assistance to the other party in order to assist the other party to comply with its obligations under DP Laws; and in connection with any Personal Data that it shares with the other party, that it has the necessary rights under DP Laws to transfer such Personal Data and share it with the other party, and can satisfy itself that any transfers are otherwise compliant with DP Law.

In the event of any contradiction or inconsistency between the terms of this clause 9 and any other term of the Contract, in respect of any processing of Personal Data the terms of this clause 9 shall prevail.

10 Cancellation and postponement

10.1 Subject to Clause 11 (force majeure) if we:

10.1.1 postpone the Event for any reason we will offer you either:

- (a) the opportunity to attend the rescheduled Event; or
- (b) a refund of the Fee.

10.1.2 cancel the Event we will refund the Fee.

10.2 We exclude any liability in respect of any actions, claims, losses (including, without limitation, indirect or consequential losses), damages, costs or expenses whatsoever incurred by you, your sub-contractors, or agents as a result of our postponement or cancellation of an Event.

10.3 In addition to any rights contained within Clause 10.1, we may cancel your booking at any time by written notice if:

10.3.1 you materially breach the terms of the Contract;

10.3.2 you are declared insolvent or we have reasonable grounds for believing that your insolvency is imminent; or

10.3.3 we reasonably believe that your attendance at the Event or your association with us may:

- (a) damage our or the Association's reputation;
- (b) require (or make it be reasonably prudent to require) us to incur additional costs by virtue of your attendance. At our discretion we may alternatively request that you pay for any additional costs.

10.4 If Clause 10.3.2 or 10.3.3 applies and we cancel your booking we will refund the Fee (less any reasonable costs already incurred by us at the time of cancellation) but shall otherwise not be liable for any costs, charges, fees, or any losses howsoever incurred by you or any third party as a direct or indirect result of our cancellation.

10.5 No refund will apply if you cancel any Advertising and/or your order for a Stand following the issuance of an Order Confirmation.

11 Force majeure

If we are prevented, hindered, or delayed in performing any of our obligations under the Contract by a Force Majeure Event, we shall not be in breach of the Contract or otherwise liable for any such failure or delay in the performance of such obligations.

12 Liability and indemnity

Nothing within this Contract limits or excludes our liability for death or personal injury or any other matter for which liability cannot be limited at law. You shall indemnify us and the Association against all liabilities, costs, expenses, damages, and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by us or the Association arising out of or in connection with your breach or negligent performance or non-performance of the Contract. In addition to any other limit on our liability in the Contract, our liability shall be limited to the Fee paid by you to exhibit and/or advertise at the Event and we shall not be liable for any loss of profits, sales, business, savings, goodwill, reputation or any indirect or consequential loss.

13 Compliance and legislation

It is your responsibility to ensure that your contractors, employees, and agents, comply with all applicable laws, statutes, regulations, and codes including, without limitation, health and safety legislation.

14 Variations

No variation of this Contract will be effective unless it is given in writing (including email) and approved by both parties.

15 Waiver

Any failure to enforce at any time any of the provisions shall not be deemed to be a waiver of our rights hereunder nor in any way affect the validity of the whole or any part of the Contract.

16 Enforceability

If any provision in this Contract is held to any extent to be illegal or unenforceable under any enactment or rule of law, that provision, or part thereof, shall to that extent, be deemed not to form part of this Contract and the remainder of this Contract shall continue in force.

17 Third Parties

The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract except that the Association shall have the right to enforce any term of the Contract that confers any benefit upon it.

18 Partnership

Nothing in the Contract shall be deemed to constitute a partnership between you and us.

19 Notices

Any notices to be served on either you or us by the other party shall be sent by email to the email addresses stated below and shall be deemed to be received by the addressee on the next Business Day provided that no message is received by the sender stating that such message was not delivered; Association for Cultural Enterprises: info@culturalenterprises.org.uk; You: the email address provided on the Booking Form.

20 Law

Each Contract concluded under this Contract and Conditions shall be governed by and construed in accordance with English law and the parties agree to submit to the exclusive jurisdiction of the English Courts.

21 Entire agreement

This Contract together with any documents incorporated by reference constitute the entire agreement between you and us and replace all previous agreements, representations and understandings relating to its subject matter.