

Conference Delegate: Terms and Conditions

1. INTRODUCTION

- 1.1 These terms and conditions apply between the person, firm, company or other entity specified on your booking form ("**you**" or "**your**") and the Clarion Events Group company that is the owner, organizer, operator and/or manager of the event/conference ("**Clarion**"), for attendee / delegate registrations for the event specified on your booking form and your participation therein ("**Conference**"). Please read them carefully as they contain important information.
- 1.2 All applications to register for the Conference, are made subject to these Terms & Conditions (which shall apply to the exclusion of any terms imposed by you) ("**your registration**"). If you do not agree to be bound by these terms Clarion will not be able to accept your registration.

2. REGISTRATION

- 2.1 All applications to register for the Conference are subject to availability and acceptance of your registration is at Clarion's sole discretion.
- 2.2 When you, or someone acting on your behalf, submit your registration to Clarion to attend the Conference you hereby agree to be bound by these terms and conditions. Your registration constitutes an offer by you to Clarion to attend the Conference and is subject to Clarion's acceptance in writing, including via email. A binding contract between Clarion and you will only be formed when written confirmation of acceptance is sent by Clarion to you (whether or not it is received) using the contact details you provided at the time of registration. It is your responsibility to ensure that the contact details that you provide on registration are correct.
- 2.3 Clarion reserves the right in its sole discretion to refuse to accept your registration and/or to disable or restrict any access, at any time, if in Clarion's reasonable discretion, you have failed to comply with any of the provisions of these terms and conditions.
- 2.4 Any and all costs associated with your registration and participation shall be borne by you. Clarion shall have no liability for such costs.
- 2.5 Only pre-registered delegates may attend the Conference. You are not permitted to share, or transfer any Conference access pass, login link and/or code provided by Clarion to any third party unless you have sought and obtained the express written consent to do so from Clarion. No one under the age of 18 will be able to attend the Conference without the prior written approval of Clarion.

3. DELEGATE CONDUCT

- 3.1 Clarion endeavours to provide an inclusive and informative environment for all participants in the Conference where everyone is treated with dignity and respect. Delegates shall conduct themselves in an appropriate, professional and business-like manner during the Conference. Offensive, abusive or discriminatory language and/or behaviour is not permitted.
- 3.2 You acknowledge that Clarion reserves the right to exclude or remove delegates from the Conference if, in its sole but reasonable discretion, Clarion determines that your behaviour in any way breaches these terms and conditions or is undesirable, disruptive or hinders the enjoyment of the Conference by sponsors, delegates and/or any other attendees / participants. Clarion's decision is final and Clarion

accepts no responsibility or liability for any costs, claims, damages or expenses incurred by you in connection with such exclusion or removal.

- 3.3 Whilst attending the Conference you will comply with all applicable laws and all reasonable instructions given by or on behalf of Clarion and/or the venue owner, including in relation to any security arrangements.
- 3.4 You are responsible for ensuring your own safety and security whilst attending the Conference. Save as set out at in these terms and conditions, Clarion shall not be liable for any injury, loss or damage suffered by you.

4. FEES AND PAYMENT

- 4.1 The payment of any applicable fee (together with any applicable taxes) for the Conference is due in full in cleared funds at the time of registration and in any event prior to you accessing the Conference. If such payment is declined for any reason, Clarion may refuse to allow you access (whether physical and/or virtual) to the Conference and shall have no liability to you in that regard.
- 4.2 It is the intent of the parties that Clarion will receive payment of any applicable fees net of all applicable taxes, including without limitation, sales, VAT, service or withholding taxes ("**Taxes**"), all of which shall be paid solely by you. If and to the extent that any Taxes are levied upon, or found to be applicable to, the whole or any portion of the payment of your fees, the amount of such payment shall be increased by an amount necessary to compensate for the Taxes (including any amount necessary to "gross up" for Taxes levied on the increase itself).

5. SERVICES

- 5.1 **Descriptions and illustrations.** Any descriptions or illustrations on our website or platform regarding the Conference or any tickets / passes, together with any related services as specified in the registration form ("**Delegate Package**") are published for the sole purpose of giving an approximate idea of the Event and the Delegate Package and any other services and material available.
- 5.2 **Accommodation** - The Delegate Package does not include hotel accommodation. For some Conferences, we are able to offer discounted accommodation rates. If applicable, an accommodation booking form will be sent to you and you must follow the instructions and any forms provided to qualify for any such discounted rates.

6. CANCELLATION OR SUBSTITUTION BY YOU

- 6.1 Cancellations received in writing within 24 hours of completed registration form will be eligible for a full refund of all the Charges.
- 6.2 Cancellations received in writing more than one month prior to the start of the Event will be eligible for a refund of 50% of all the Charges. Cancellations received in writing within one month of the start date of the Event will receive no refund and registrants will be liable for payment of 100% of the Charges. Substitute delegate can be named at any time before the Conference starts and no additional Charges will be applied to this. This transfer of registration cannot be completed onsite at the Conference. If your registration is cancelled due to malpractice or misuse of discounts no refund will be issued (Please see Discount & Codes conditions below for more

information on this). The Organiser reserves the right to refuse any refund based on management discretion.

- 6.3 If you require a refund on the basis of testing positive for Covid-19, you will need to provide evidence to the customer success team of your positive results.
- 6.4 If you need to cancel your registration because you have been denied a Visa application, you will need to contact our Marketing team within one week from the rejection to be eligible for a refund.
- 6.5 Group registrations using a group or bulk discount will not be eligible for a refund. Registration transfers will still be valid on the passes up to one month before the show. Please email marketing@imagotechmedia.com to request a transfer. To make a cancellation or refund request please contact the Marketing team at marketing@imagotechmedia.com.

7 CANCELLATION OR CHANGES TO THE CONFERENCE BY CLARION

- 7.1 Clarion may (at its sole discretion) change:
 - (a) the format (including, without limitation, from a physical in-person Conference to a virtual Conference and vice versa), speakers, participants, content, venue, location, timings and programme or any other aspect of the Conference at any time and for any reason, whether or not due to a Force Majeure Event, in each case without liability.
 - (b) the dates of the Conference or cancel the Conference at any time for any reason. Where Clarion changes the date for any reason except due to a Force Majeure Event (in which case the terms of clause 8 shall apply) Clarion shall automatically transfer your registration to the rearranged Conference.
- 7.2 In the event that the Conference is permanently cancelled (and not postponed) by Clarion for any other commercial reason including (without limitation) the lack of support for the Conference, Clarion will refund to the delegate all charges paid by the delegate to Clarion and you agree and acknowledge that you will have no further claim whatsoever against Clarion in respect of such cancellation.

8 FORCE MAJEURE

- 8.1 Where a Force Majeure Event has or may have (in Clarion's sole discretion) an adverse impact on: (i) the ability of Clarion to hold the Conference at the planned venue or on the planned date; or (ii) the Conference generally, then Clarion shall be entitled but not obliged (in its sole discretion) to either: (i) provide an alternative format, facility, timings / opening hours or venue (including virtual) for the Conference; and/or (ii) reschedule the Conference. Any of your fees, if applicable, received by Clarion shall be applied to any rearranged or rescheduled Conference held pursuant to this clause 8 and you shall not be entitled to object to such rearranged or rescheduled Conference or have any right to claim any compensation in respect thereof. If Clarion is unable or elects not to rearrange or reschedule the Conference pursuant to this clause 8, then you will (as your sole remedy) be entitled, in your sole discretion, to receive either a refund or credit note in respect of your fees, if applicable, received by Clarion.
- 8.2 For the purpose of these terms and conditions "**Force Majeure Event**" means any event or circumstance arising that is beyond the reasonable control of Clarion (including but not limited to governmental laws, ordinances, regulations, requisitions, restrictions, guidelines, recommendations or action, imposition of sanctions, embargo, military action, acts or threats of terrorism or war, mob, civil commotion or riot,

health scares (including without limitation, epidemic and pandemic (e.g., COVID-19), whether or not new, ongoing or recurring), fire, acts of God, flood, drought, earthquake, severe weather, disaster, disruption to transportation, third party contractor/supplier failure, venue damage or cancellation, industrial dispute, strikes, labour disputes, interruption/failure of utility service, lack of commodities or supplies, accidents, nuclear, chemical or biological contamination, speaker or participant cancellation or withdrawal, or any other comparable calamity or casualty.

- 8.3 To the fullest extent permitted by the applicable law, Clarion shall not be liable to you for any loss, delay, damage or other liability incurred resulting from or arising in connection with the cancellation or date change of the Conference howsoever arising or any venue change. You acknowledge and agree that the provisions of clause 7 and 8 set out your sole remedy should the Conference be changed, postponed or cancelled and all other liability of Clarion is expressly excluded.
- 8.4 Subject always to clause 8.2 and 8.3 above, if, by reason of any Force Majeure Event, Clarion is delayed in or prevented from performing any of its obligations to you under these terms and conditions or otherwise, then such delay or non-performance shall not be deemed to be a breach of these terms and conditions and no loss or damage shall be claimed by you by reason thereof. Clarion's obligations shall be suspended during the period of the delay or non-performance and Clarion and you shall each use reasonable endeavours to mitigate the effect of the Force Majeure Event.

9 DATA PROTECTION

- 9.1 By registering for the Conference, your registration details will be available to Clarion and its affiliates to deliver the Conference, (whether in live, in-person and/or virtually) as well as to contact you with information about similar events and services in accordance with Clarion's Privacy Policy which can be found here: <https://clarionevents.com/privacy-policy>.
- 9.2 Further, there may be certain areas of the Conference at which your attendance is conditional on your personal information being provided to third parties which have sponsored or are managing such areas. The use that any third parties make of your personal information is outside of Clarion's control and, to the extent permitted by applicable law, Clarion does not accept any liability in this regard.

10 LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY THE APPLICABLE LAW, CLARION EXCLUDES: (A) ALL LIABILITY FOR LOSS, INJURY, DISEASE OR DAMAGE TO PERSONS OR PROPERTY AT THE CONFERENCE; (B) ALL INDEMNITIES, WARRANTIES, REPRESENTATIONS (WHETHER EXPRESS OR IMPLIED); AND (C) ANY ACTUAL OR ALLEGED INDIRECT LOSS OR CONSEQUENTIAL LOSS, ANY LOSS OF PROFITS, ANTICIPATED PROFITS, SAVINGS, LOSS OF BUSINESS REVENUE, LOSS OF BUSINESS, LOSS OF OPPORTUNITY, LOSS OF GOODWILL, OR ANY OTHER TYPE OF ECONOMIC LOSS, SUFFERED BY YOU HOWSOEVER ARISING. IF CLARION IS LIABLE TO YOU FOR ANY REASON, CLARION'S TOTAL LIABILITY TO YOU IN RELATION TO THE CONFERENCE (WHETHER UNDER THESE TERMS OR CONDITIONS OR OTHERWISE) IS LIMITED TO THE AMOUNT OF ANY FEES REMITTED BY YOU AND RECEIVED BY CLARION IN CLEARED FUNDS.

11 GENERAL

- 11.1 Clarion reserves the right to amend these terms and conditions from time to time. However, you will be subject to the terms and conditions in force at the time you submit your registration.
- 11.2 The illegality, invalidity or unenforceability of any provision of these terms and conditions shall not affect the legality, validity or enforceability of any other provision and in the event that any particular provision is deemed to be invalid, illegal or unenforceable, then these terms and conditions shall be construed as if such provision was removed and the remainder of these terms and conditions shall be read and construed as if such offending provision had never formed part of these terms and conditions.
- 11.3 These terms and conditions, together with the registration form, constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter, and no correspondence or representation written or verbal entered into or which took place before the date of booking.
- 11.4 Nothing in these terms and conditions is intended to create a partnership, joint venture or legal relationship of any kind between the parties.
- 11.5 These terms and conditions and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in all respects in accordance with the laws of England. The parties irrevocably agree that the courts of England have exclusive jurisdiction to determine any dispute or claim that arises out of or in connection with these terms and conditions or its subject matter or formation (including non-contractual disputes or claims) and the parties submit to the exclusive jurisdiction of the English courts.
- 11.6 Should you have any reasons for a complaint, we will endeavour to resolve the issue and avoid any re-occurrence in the future. You can always contact us by using the following details.

Contact: Marketing team

Email: marketing@imagotechmedia.com