# **EASYFAIRS**Visit the future

#### **AESTHETICS AWARDS TERMS AND CONDITIONS**

Please read these Terms carefully as they contain important information. These Terms govern the terms and conditions of Your contract with Easyfairs UK Limited as:

- a sponsor of the Awards;
- an attendee at the Ceremony; and/or
- an entrant to the Awards.

#### A. General

#### 1. Definitions

- 1.1. Awards means the event known as the Aesthetics Awards as organised and promoted by the Organiser from time to time.
- 1.2. Award Logos means the logos as endorsed and issued by the Organiser to winners and finalists of the various categories of the Awards.
- 1.3. Attendee means any person who registers to attend the Ceremony (including where relevant their Guests);
- 1.4. Ceremony means the ceremony as organised and promoted by the Organiser from time to time at which the Awards takes place.
- 1.5. Contract means the contract between the Organiser and You in respect of Your sponsorship of, attendance at or entrance to the Awards, incorporating these Terms.
- 1.6. Data Protection Laws means all applicable data protections laws including the Data Protection Act 2018 and the UK GDPR.
- 1.7. Entrant means any person who enters an Award category.
- 1.8. Guests means any individual who will be attending the Event via a ticket purchased by or supplied to You (including You where relevant).
- 1.9. Journal means the Aesthetics Journal as published by the Organiser.
- 1.10. Organiser or We or Us means Easyfairs UK Limited, a company registered in England under 5067979, whose registered and main trading address is 2nd Floor, Regal House, 70 London Road, Twickenham, TW1 3QS, UK.
- 1.11. Sponsor means any person who purchases a sponsorship package in connection with the Awards.
- 1.12. Terms means these terms and conditions.
- 1.13. You or Your means any Entrant, Attendee or Sponsor.
- 1.14. Website means the Organiser's website relating to the Awards, at https://aestheticsawards.com.
- 1.15. A reference to an Entrant shall include a reference to the employer who the Entrant's represent.
- 1.16. A reference to person includes a reference to any organisation, company, clinic, practice, partnership or other business entity.

#### 2. The Awards

 $2.1.\, The \,$  Awards are organised and promoted by Easyfairs UK Limited.

#### 3. Contract and these Terms

3.1. These Terms govern all Contracts to the exclusion of any other terms and conditions, including any You seek to impose or incorporate. Such other terms and conditions shall be void and of no effect unless expressly agreed by Us in writing.

#### 4. Contact Us

- 4.1. If You wish to contact Us with general questions or complaints, matters relating to the Awards or Ceremony or matters relating to cancellations, You may contact Us by telephone at 0203 096 1228, by email at contact@aestheticsjournal.com or by post at the address specified in these Terms.
- 4.2. We always welcome feedback from customers and, whilst We always use all reasonable endeavours to ensure that Your experience as a customer of Ours is a positive one, We nevertheless want to hear from You if You have any cause for complaint.
- 4.3. All complaints are handled in accordance with complaints handling policy and procedure.

4.4. If You wish to give Us feedback on any aspect of Your dealings with Us, please contact Us in one of the ways specified in this clause A 4

#### B. Entry to the Awards

# 1. Entrant bound by these Terms

1.1. By entering the Awards, the Entrant will be deemed to have read and understood these Terms and to be bound by these Terms. The Contract for entry to the Awards will come into existence when You submit Your entry to the Organiser in accordance with these Terms.

# 2. Categories of Awards

- 2.1. We will publish the categories of the Awards on the Website and in the Journal from time to time.
- 2.2. We reserve the right to change, merge, remove or add categories of the Awards at absolute discretion.

#### 3. Eligibility

- 3.1. Entry is open to individuals, practices, clinics and companies working within the medical aesthetics industry.
- 3.2. Entrants who are individuals must:
- 3.2.1. be over 18;
- 3.2.2. hold a recognised medical or healthcare professional qualification applicable to the category of Awards You are entering (some categories may not require You to hold such a qualification);
- 3.2.3. be a member of or registered with their professional regulatory body (e.g. GMC/NMC/GDC) applicable to the category of Awards You are entering (some categories may not require You to hold a such membership; and
- 3.2.4. not be subject to any restrictions or limitations to practice;
- 3.2.5. not have been subject to any restrictions or limitations to practice in the past or been removed or disqualified from the relevant registry or body.
- 3.3. Entrants who are practices, clinics and companies must have a Medical Director if applicable to the category of Awards You are entering.
- 3.4. Entrants who are practices, clinics and companies that are inside the scope of the independent health and social care regulators, must be registered with the applicable body. These include: the Care Quality Commission, Healthcare Inspectorate Wales, Healthcare Improvement Scotland, the Regulation and Quality Improvement Authority in Northern Ireland, and the Health Information and Quality Authority in the Republic of Ireland.
- 3.5. Entrants who are practices, clinics and companies who have poor or inadequate inspection reports or ratings issued by their regulatory body shall not be eligible to entry the Awards.
- 3.6. Entrants (or their employer they represent) must be members of the Journal. If not, the Entrant or their employer they represent) must become a member prior to submitting an entry or pay the relevant entry fee.
- 3.7. Your eligibility to enter the Awards will be checked and verified by the Organiser. We shall be the sole judge as to whether You qualify to enter the Awards and reserve the right to refuse Your entry if We are not satisfied that You and/or the employer You represent qualify.

#### 4. Submission of Entry

- 4.1. You need to create an account on the Website to enter the Awards and pay any relevant entry fee. Any payment made by You as part of entry, whether Your Journal membership fees or entry fee, is non-refundable in all circumstances.
- 4.2. Entries must be made and submitted on the Website in English on or before the closing date specified. Entries made by any other method will not be considered. Entries received after the closing date will not be considered.

- 4.3. When submitting an entry, You must provide all necessary registration and professional information/details to enable the Organiser to verify Your eligibility to enter the Awards. Failure to supply complete and accurate registration and professional information/details may result in Your submission to be rejected. If such registration and professional information/details changes after the date of Your submission (e.g. Your registration, membership or ability becomes subject to limitations or restrictions or You are disqualified or removed from the relevant register or body) You must notify the Organiser immediately. Such changes may lead to You being disqualified to enter the Awards and Your entry being rejected.
- 4.4. You can enter once in each appropriate category but all submitted entries must be tailored for each individual category. Multiple entries in the same category are permitted, subject to the discretion of the Organiser. For example a clinic may enter two individuals or two products in the same category.
- 4.5. Neither the Organiser nor the judges will not accept responsibility or liability for any lost, late, mislaid or incomplete entries or entries which are not received for any reason with all such entries deemed invalid.
- 4.6. It is the Entrant's responsibility to ensure they have (written) permission from any owner of the supporting material they are wishing to upload as part of their submission.
- 4.7. Entrants must ensure that their submission is complete at the point of entry and it is the responsibility of the Entrant to ensure that entries are completed and submitted correctly and that all relevant information has been supplied at the time of entry and is accurate.
- 4.8. The Organiser will not guarantee acceptance of any additional or replacement information provided by the Entrant following the submission of their entry. If extra or replacement information is provided within 2 weeks of the closing date, the Organiser may choose to amend the Entrant's submission if an administration fee of £100 is paid. Once the shortlisting process has begun, no further or replacement information will be accepted.
- 4.9. Once You have submitted Your entry You may withdraw from the process up to the point of shortlisting, but You will be charged and You must pay an administration fee of £1,000. Once the shortlisting has been completed, there will be no opportunity to withdraw from the Awards.
- 4.10. The judges or Organiser reserve the right at its absolute discretion to reject any entry without explanation or notice.
- 4.11. The judges or Organiser reserve the right to disqualify any entry not accompanied by the appropriate / correct supporting documentation or any entry deemed to be inaccurate, false or misleading.
- $4.12. \, \mbox{The Organiser}$  accepts no responsibility for any costs associated with entering the Awards.
- 4.13. The decision of the Organiser, acting by its Journal team, in determining any Entrant's eligibility is final, and no explanation, correspondence or discussion will be offered or entered into before or following the Organiser's decision.

# 5. Judging and Voting

- 5.1. The finalists will be decided by the Organiser acting by its Journal team. The panel of judges appointed by the Journal team will judge the winners but winners of certain specified categories will be judged in part by the judges and by votes from members of the Journal and other individuals within the Aesthetics Journal Community (each an Eligible Voter). In these categories the judges and Eligible Voters will contribute such percentage of the overall score as the Organiser may determine from time to time, as published on the Website. The Organiser reserves the right to change these contributions without notice.
- 5.2. Judges use a points system to judge each entry against the entry criteria. Judges will use the information supplied on the entry forms to judge each entry. Incomplete entries will be judged on the information available at the time of judging.
- 5.3. Prior to shortlisting, the Organiser reserves the right to reject entries or move them into other categories if appropriate. Whole categories may be merged with others or removed altogether if insufficient entries are received.
- 5.4. Online voting for those categories specified will open on the

- Website prior to the Ceremony.
- 5.5. Voting is open to Eligible Voters only and the Organiser reserves the right to reject any vote by a person who they consider in their absolute discretion not to be an Eligible Voter.
- 5.6. Each Eligible Voter may vote once in each category.
- 5.7. Each Eligible Voter must create an account on the Website to vote. The Eligible Voter's name, email address and IP address will be captured with their vote.
- 5.8. Votes suspected to be fraudulent, including multiple votes from the same name, email address and IP address may be discounted from the final result.
- 5.9. Any feedback an Eligible Voter provides when voting may be provided to the Entrant voted for in an anonymised format, if requested by the Entrant within 6 months of the relevant Ceremony.
- 5.10. Finalists may not vote on their customers' behalf. If You are a finalist and will be encouraging Your customers to vote at a particular event You must notify Us in advance of the event and provide full details including proof of attendees if deemed necessary so that we can cross reference these votes if they are from the same or similar IP address. 5.11. Entrants are strictly prohibited from offering any financial or other reward to Eligible Voters. If any such reward if offered or made, the Eligible Votes will be void and the Organiser reserves the right to cancel the Entrant's entry submission.
- 5.12. Should entries of a winning standard have not been submitted into an individual category, the judges and Organiser at their absolute discretion may decline to award a winner or finalists in that category. 5.13. The Organiser reserves the right at its own discretion to change the judging panel at any time and without notice.
- 5.14. The decision of the Organiser, acting by its Journal team, in all judging and voting matters is final, and no explanation, correspondence or discussion will be offered or entered into before or following the judges' decision. Additionally, feedback will not be given on any successful or unsuccessful entry before or following the judges' decision.

#### 6. Award Presentations

- 6.1. Award winners will be announced during the Ceremony. Under no circumstances will the details of winners be disclosed prior to the Ceremony.
- 6.2. Awards will be presented at the Ceremony. Winning is not conditional on attendance at the Ceremony but, finalists should inform the Organiser in advance if they will not be present at the Ceremony, and nominate a representative to receive the award on their behalf.
- 6.3. Each category finalist will receive a badge and category winner will receive an award trophy engraved with their name or company name. Additional trophies can be ordered (at additional cost) after the Ceremony.
- 6.4. Highly Commended and Commended awards will be announced on the night and certificates sent out following the Ceremony. Additional certificates (with framing options) can be ordered at additional cost after the Ceremony.

## 7. Revocation

- 7.1. The Organiser reserves the right at any time to revoke any award (whether to a winner, finalist, or otherwise) and/or remove Your from the Awards 'Hall of Fame' in the following circumstances:
- 7.1.1. The winner's or finalist's conduct (including conduct of the employer they represent), whether before, during or after the relevant Ceremony, in the opinion of the Organiser, brings the Organiser, Awards or Ceremony into disrepute or damages or has a negative or adverse effect on the reputation of the Organiser, Awards or Ceremony; 7.1.2. You become subject to limitations or restrictions imposed by Your regulatory body;
- 7.1.3. You are disqualified or subject to disciplinary proceedings by Your regulatory body; or
- 7.1.4. As a practice or clinic You receive a poor or inadequate report or rating
- 7.2. In addition, the Organiser may exercise its right to revoke an award or remove You from the 'Hall of Fame' in its absolute discretion and the decision of the Organiser, acting by its Journal team, is final.
- 7.3. If Your award is revoked or You are removed from the 'Hall of Fame',

You must cease to use the Awards Logo or other branding, to the extent required by the Organiser in its absolute discretion.

#### 8. Promotion and Marketing

8.1. Prior and following the Ceremony, the Organiser will organise a media / publicity campaign highlighting the Awards (including award categories, winners and finalists) and the Ceremony. All Award entrants, winners and finalists (and the employer they represent) grant the Organiser the right to use their and their employer's name, logo and trademarks (including any related content, images and film supplied to or collected or created by the Organiser in connection with the Awards and/or Ceremony) for the promotion of the Awards and the Ceremony, and for the commercial promotion of the Organiser and its events generally. You agree to provide Your logos in such format as We may reasonably require and, if You fail to do so, You permit Us to copy and use Your logo as may be publicly available, for example, as displayed on Your website.

8.2. We may, at Our discretion, choose to photograph, film, broadcast or record the Ceremony (via any media including print, electronic means, internet or otherwise) and such media may include. Each Attendee and Entrant (including winners and finalists) on behalf of themselves and their Guests at the Ceremony acknowledge and accept that We may photograph, film, broadcast or record the Ceremony and grant (and shall procure their Guests grant) Us an irrevocable licence to use and sub-license the use of their and their Guests name, voice, likeness, image and any contribution made by themselves or their Guests at or to the Ceremony in any and all media as part of the Organiser's marketing and promotional activities.

8.3. All winners and finalists (or their respective employers) shall have the entitlement to use and display the relevant Award Logos on their or their employer's website and corporate marketing and promotional materials, for the sole purpose of promoting their business. Such use and display must be in accordance with any usage guidelines as may be issued by the Organiser from time to time. Breach of these guidelines shall entitle the Organiser to remove the winner or finalist's entitlement to use such Award Logo. You must not allow or permit any third party to use Your Award Logo for any reason unless We agree such usage.
8.4. If a winner and finalist's status as a winner or finalist is revoked by the Organiser for any reason, the winner or finalist or the employer they represent must cease to use the relevant Award Logo and immediately remove the Award Logo from their website and any promotional or marketing material, to the extent required by the Organiser in its absolute discretion.

#### C. Attendance at the Ceremony

#### 1. Entrant bound by these Terms

1.1. By purchasing tickets to the Ceremony, the Attendee and their Guests will be deemed to have read and understood these Terms and to be bound by these Terms. The Contract for You and Your Guests attending the Ceremony will come into existence when We accept Your order.

#### 2. Table and Ticket Bookings

- 2.1. Places at the Ceremony are limited and entry is by ticket only and subject to payment of the ticket price.
- 2.2. You can purchase tickets for the Awards ceremony individually or for whole tables via the Website or by contacting Our customer support team on 0203 096 1228.
- 2.3. We cannot guarantee ticket availability. When all tickets have been sold, booking will be closed. Finalists are required to purchase tickets if they wish to attend the Ceremony and tickets for finalists are not guaranteed.
- 2.4. When purchasing tickets via the Website or via Our customer support team an account will be created for You on the Website.2.5. No refunds are available once an order has been placed and accepted, unless agreed by the Organiser in its absolute discretion.2.6. The Attendee agrees and undertakes that it will:
- 2.6.1. submit a list of all their Guests attending the Ceremony and their dietary requirements no later than 14 days before the date of the

Ceremony via the Website;

- 2.6.2. advise Us of any special access or other requirements of their guests (for example, wheel chair access); and
- 2.6.3. obtain such consents as may be necessary under the Data Protection Laws to allow for the publication of their Guests' details in any Awards brochure that is published to coincide with the Ceremony.
- 2.7. Tickets must be paid for in advance of the Ceremony. The Organiser reserves the right to refuse entry to anyone holding a ticket that has not been paid for.
- 2.8. The Organiser accept no responsibility for any costs associated with attending the Ceremony.
- 2.9. Your booking is personal to You and will only entitle You and Your named Guests to attend the Ceremony. Other than as set out below in clause C 2.10, You are expressly prohibited from selling, or in any other way transferring, Your booking whether in whole or part and whether in exchange for payment or otherwise, to any third party. We reserve the right to cancel Your booking without refund if You breach this clause C 2.9
- 2.10. Should individual Guests on Your table be unable to attend, We would welcome a substitute guest attending in their place. Similarly, substitutions can be made for individual seats, at no extra charge. Please notify Us by email with the name and job title of both the registered guest and the substitution.

# 3. Attendance Etiquette and Rules

- 3.1. Each Attendee is responsible for their Guests compliance with these Terms, as applicable.
- 3.2. Whilst attending the Ceremony, the Attendee will and will procure that their Guests will comply with:
- 3.2.1. all applicable law, including but not limited to health and safety laws and requirements;
- 3.2.2. all instructions given by Us, including but not limited to in relation to security arrangements; and
- 3.2.3. all rules and regulations issued by the venue at which the Ceremony takes place.
- 3.3. The Organiser will not be responsible for the security of the Attendee and their Guests who are responsible for ensuring their own safety and security at the Ceremony.
- 3.4. The Attendee and their Guests are responsible for their own actions and behaviour and should conduct themselves in a responsible and professional manner and not upset or offend other attendees and guests. The Organiser reserves the right to remove any Attendee or their guest from the Ceremony.
- 3.5. It is the table booker's responsibility to inform guest(s) that special effects, including strobe lighting, may be used.
- 3.6. You shall not do, or omit to do, (and You shall procure that none of Your Guests shall do, or omit to do) anything which may:
- 3.6.1. bring an Event into disrepute; or
- 3.6.2. be otherwise prejudicial to the image and/or reputation of the Awards or Ceremony.
- 3.7. You acknowledge that attending the Ceremony, whether as a Sponsor, Entrant, Guest, Attendee or otherwise, is not a guarantee that You will be shortlisted for or win any award. All awards are determined on editorial and not commercial grounds.

#### 4. The Ceremony

- 4.1. The views of any speaker, including any finalist or winner, appearing at the Ceremony will be the views solely of the speaker concerned and the Organiser will have no responsibility for them.
- 4.2. Changes to features of the Ceremony (including speakers) may be necessary due to events or circumstances outside Our control and the Organiser therefore reserves the right to make any necessary amendments to the programme or content of the Ceremony.
- 4.3. We reserve the right and shall be entitled to make changes to the Ceremony at any time without liability to You, including without limitation in respect of the advertised content, timings on the day, format, or the advertised speakers.
- 4.4. The attendee numbers anticipated for the Ceremony are for guidance purposes only and the Organiser gives no assurance or warranty that the anticipated attendee numbers will be achieved.

#### D. Sponsorship

### 1. Booking of a Sponsorship Package

1.1. All sums quoted are exclusive of applicable value added tax and are payable without deduction on the specified dates.

1.2. Bookings are not confirmed until the signed order has been acknowledged as received and We have accepted the order and You have entered into a separate sponsorship contract (Sponsorship Contract). The Contract shall be formed once we accept the order and the parties have entered into the Sponsorship Contract. The Contract shall consist of the accepted order, these Terms and the Sponsorship Contract. If there is any conflict or inconsistency between the order, these Terms and the Sponsorship Contract, the highest ranked document as listed below shall prevail and take precedence:

1.2.1. the order;

1.2.2. the Sponsorship Contract; and then

1.2.3. these Terms.

#### 2. Payment

2.1. Upon receipt of the signed order, the Sponsor is required to pay 100% of the sum due to the Organiser unless otherwise agreed in the Contract.

2.2. Subject to clause D 2.3 Payment is due within 14 days of receipt of invoice.

2.3. Any invoice submitted within 30 days of the Ceremony will be payable immediately on presentation.

2.4. Failure to pay any sums due by the specified date will permit the Organiser to cancel the Contract by written notice to You and without refund.

2.5. If You fail to make any payment due under the Contract by the due date for payment, We reserve Our right under the Late Payment of Commercial Debts (Interest) Act 1998 to claim interest, compensation and debt recovery costs on any such outstanding amounts.

# E. Alteration or Cancellation of Awards and Ceremony

#### 1. Right to Change

1.1. The Organiser reserves the right at its own discretion to alter, reschedule, postpone or cancel the Awards and/or the Ceremony, whether due to reasons beyond Our reasonable control or for other reasons.

# 2. Your rights in the event of postponement or cancellation.

2.1. In the unlikely event that the Ceremony is moved to another location, postponed or cancelled by Us:

2.1.1. We shall give written notice to You of Our decision to move, cancel or postpone the Ceremony as soon as reasonably practicable 2.1.2. We will offer Attendees an equivalent ticket or booking at the reorganised Ceremony or the next organised Ceremony (including any virtual or online version of the Ceremony) or, if that is not possible or You are unable to attend, a credit for a future event run by Us of Your choice (up to the value of sum paid by You in respect of the Ceremony); 2.1.3. In the case of the Ceremony being moved to another location or postponed, the Sponsor's sponsorship package will apply to the reorganised Ceremony (including any virtual or online version of the Ceremony) and We shall have no further liability or obligation to You in respect of such move or postponement;

2.1.4. In the case of the Ceremony being cancelled for any reason (including commercial reasons or due to a Force Majeure Event or the existence of circumstances or reasons beyond Our reasonable control), We shall have no obligation to reimburse the Sponsor any amounts paid for the sponsorship package and Your sponsorship package will transfer to the next Awards and Ceremony (including any virtual or online version of the Ceremony) held by the Organiser and We shall have no further liability or obligation to You in respect of such cancellation. The Sponsor acknowledges and accepts that in the event of such cancellation, any decision to reimburse any amounts paid shall be in the sole discretion of the Organiser and the Sponsor should arrange their own insurance to recover any losses suffered by such cancellation. Should We decide to reimburse any amounts paid by the Sponsor, such

reimbursement shall be made in proportion to the amounts received by Us for the sponsorship, and subject to deducting any costs and expenses incurred by Us and damages deemed reasonable by the Organiser, if any. The amount reimbursed shall in no case be in excess of the amounts paid by the Sponsor.

2.2. We shall have no liability to any Entrant if We cancel the Awards for any reason.

#### F. Legal

#### 1. Data Protection and Confidentiality

1.1. We gather certain information (including personal data) about You and the employer You represent in respect of Awards and Ceremony. The information gathered includes Your name, employer, email address and telephone number.

1.2. All personal information that We may use will be collected, processed, and held in accordance with Data Protection Laws and in accordance with Our privacy policy which is available the Terms & Conditions page of the Website.

1.3. Without prejudice to the generality of the forgoing, by entering Awards, the Entrant acknowledges and consent for the details of their entry (including Your personal data) to be shared with the judges and representatives of the Organiser. All Entrants consent to the transfer and sharing of their personal, employer, company and project data and information for the purpose of administration and judging of the Awards and any other purposes to which the Entrant has consented.

1.4. Without prejudice to the generality of the forgoing, by entering the Awards, making a booking for the Ceremony and/or booking a sponsorship package for the Awards, You acknowledge and consent on Your and Your employer's behalf and on behalf of all persons mentioned on the applicable order or registration form and/or Your Guests:

1.4.1. to have their details (including personal data) entered on Our database and for Us to use such details (a) to administer the Contract, (b) for operation purposes, including recording transactions in connection with the Awards and the Ceremony and (c) to allow Us to promote and organise the Awards and the Ceremony; and

1.4.2. to be contacted by the Organiser for in connection with the Awards and Ceremony and other events promoted and Organised by Us. If You wish to opt out of receiving marketing information, please contact Us

1.5. You must obtain such consents as may be necessary under current Data Protection Laws to allow for the publication of Your Guests' details in any Awards brochure or other Award publication that is published to coincide with the Ceremony, and as may be necessary to grant the licences referenced in clause B 8.2.

1.6. The Organiser does not retain any of Your payment details after payment of any booking or sponsorship fee has been processed.

## 2. Our Liability

2.1. We will not be liable to You, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for:

2.1.1. any loss of profit or revenue, loss of business, loss of contracts, loss of data, loss of anticipated savings, interruption to business, for any loss of business opportunity, loss of reputation or goodwill, any other economic loss or for any indirect or consequential loss arising out of or in connection with any contract between You and Us;

2.1.2. costs of wasted management or staff time; or

2.1.3. travel, accommodation or other costs and expenses.

2.2. Our total liability to You for all other losses arising out of or in connection with any Contract between You and Us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be 100% of the total sums paid by You under the Contract in question or (if no payment is paid by You) shall be £1.00.

2.3. Nothing in these Terms seeks to limit or exclude Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents, or sub-contractors); for fraud or fraudulent misrepresentation; or for any other matter in respect of which liability cannot be excluded or restricted by law.

2.4. All terms implied by statute are excluded from the Contract to the extent permitted by law.

- 2.5. If contracting as a consumer, Your consumer rights are not affected by these Terms.
- 2.6. You will indemnity Us against all costs, claims, damages and expenses that We may incur or suffer incurs as a result of, or in connection with: (a) any breach of these Terms by You, Your employer or Your Guests; or (b) any complaint or claim made or brought against Us in respect of any act or omission on the part of You, Your employer or Your Guests; or (c) Your and Your Guests attendance at the Ceremony.
- 2.7. We shall not be in breach of these Terms for any change to the Ceremony under clause C 4 or clause E or any postponement and/ or cancellation of the Ceremony under clause E of these Terms and You acknowledge that the rights in respect of postponement and/or cancellation of the Ceremony under clause E are Your sole rights and You waive all other rights and remedies in respect of any postponement and/cancellation of the Ceremony. For the avoidance of doubt, We shall not be liable to You or any third party for any travel, accommodation or other costs and expenses incurred in connection with any change to the Ceremony under clause C 4 or any postponement and/or cancellation of the conference under clause E of these Terms.

## 3. Other important terms

Contract.

- 3.1. We may transfer (assign) Our obligations and rights under a Contract to a third party (this may happen, for example, if We sell Our business). If this occurs, You will be informed by Us in writing. Your rights hereunder will not be affected and Our obligations hereunder will be transferred to the third party who will remain bound by them.

  3.2. You may not transfer (assign) or resell Your obligations and rights hereunder without Our express written permission. We will not withhold
- consent unreasonably.
  3.3. The Contract is between You and Us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms or the relevant
- 3.4. If any of the provisions of these Terms are found to be unlawful, invalid, or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms. The remainder of these Terms shall be valid and enforceable.
- 3.5. No failure or delay by Us in exercising any of Our rights under these Terms means that We have waived that right, and no waiver by Us of a breach of any provision of these Terms of Sale means that We will waive any subsequent breach of the same or any other provision.
- 3.6. We may revise these Terms from time to time in response to changes in relevant laws and other regulatory requirements. If also reserve the right to change these Terms as We consider appropriate or otherwise require. We will give You reasonable advance notice of the changes and provide details of how to cancel if You are not happy with them.
- 3.7. These Terms and any accepted order constitutes the entire agreement between You and the Organiser and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or

oral, relating to its subject matter. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contact. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

#### 4. Anti-Bribery

- 4.1. You warrant that You shall:
- 4.1.1. comply with all applicable laws, statutes and regulations relating to anti-bribery and anticorruption including but not limited to the Bribery Act 2010;
- 4.1.2. comply with such of Our anti-bribery and anti-corruption policies as are notified to You from time to time; and
- 4.1.3. promptly report to Us any request or demand for any undue financial or other advantage of any kind received by or on behalf of You in connection with the performance of these Terms.

#### 5. Force majeure

- 5.1. We shall not be liable for any hindrance, failure or delay in performing any of our obligations arising out of or in connection with these Terms as a result of an event or series of connected events beyond our reasonable control (including, without limitation, acts of God, extreme weather conditions, power failure, floods, lightning, storm, fire, explosion, war, riot, civil commotion, military operations, acts or threats of terrorism, malicious damage, strike action, lock-outs or other industrial action (whether involving our workforce or the workforce of any other party), default of suppliers or subcontractors, compliance with any law or governmental order, rule regulation or direction, accident, failure or breakdown of plant, machinery, systems or vehicles, or a pandemic, epidemic, civil emergency or other widespread illness) ("Force Majeure Event").
- 5.2. In the event of a Force Majeure Event, We shall be entitled, without liability, at Our sole discretion to vary, perform, suspend performance of, postpone, cancel the Awards or Ceremony and/or the Contract and/or terminate the Contract on giving written notice to You.

# 6. Law and Jurisdiction

- 6.1. These Terms, and the relationship between You and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with, English law.
- 6.2. Any disputes concerning any Contract or these Terms, the relationship between You and Us, or any matters arising therefrom or associated therewith (whether contractual or otherwise) shall be subject to the exclusive jurisdiction of the courts of England and Wales.

England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.