



14 - 25 June 2021, Digital Event

EXHIBITOR TERMS & CONDITIONS

1. Definitions And Interpretation

In these terms & conditions: **DND** means **Do Not Disturb Ltd.**; **Materials** means all materials, tools, equipment, drawings, specifications and data in whatever media or format including without limitation the Promotional Materials created or developed by **This is Beyond Limited** or **DND**, its officers, employees, agents or contractors in connection with the Exhibition; **Application** means the application or booking form from the proposed Exhibitor and accepted by **DND** in respect of the Package required (which shall exclude any Invitation issued by **DND**); **Availability Discount** means the relevant amount of discount provided by **DND** based on the availability of the Package chosen by the Exhibitor; **Contract** means these terms and conditions between the Exhibitor and **DND** for the allocation of Space, the Stand and/or Services to the Exhibitor for the purpose of exhibiting at the Exhibition which includes the Application; **Control** means the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the general management of the company, and controls, controlled and the expression change of control shall be construed accordingly; **Digital Event** means the **DND** event that will take place fully online. **Digital Platform** means **DND's** online platform used to provide any of the services hereunder including the Digital Events in digital format. **Payment Dates** means the relevant dates set out in clause 3 for payment of the Fee; **Exhibition** means the **DND**; **Exhibitor** means the person and company participating in the Digital Event and whose details are set out in the Application; **Exhibitor Materials** means all materials, drawings, specifications and data supplied by the Exhibitor to **DND** in connection with the Exhibition; **Fee** means the all charges, fees, costs and expenses payable by the Exhibitor for the Package set out in the Application; **Force Majeure** means, in relation to either party, any circumstances beyond the reasonable control of that party including but not limited to any acts of god, epidemics, pandemics, COVID-19 (including but not limited to the COVID-19 pandemic of 2019/20), coronavirus, swine flu, bird flu, and any mutations of any of them, fires, explosions, earthquakes, floods, volcanic eruptions, ash clouds, storms, tempest, lightning, climate change, strikes or lockouts, riots, civil commotions, war, rebellion, or harmful acts for political reasons, any terrorist, biochemical attacks, cyber attacks, national mourning or other similar national or regional event or purposes, material or national emergency, terrorist or military activity, labour disputes, airlines disturbances or cessation, civil disturbances, explosions, inevitable accident, failure of third party suppliers, failure of network and communications providers, failure of utility supply of any kind e.g. water, gas, electricity, interventions, government actions or regulations or restrictions by national or local authorities or in each case any circumstances, events, consequences or occurrences arising from or associated with any of these things or matters defined as Force Majeure in this clause; **GBP and £** means British pounds sterling; **Intellectual Property Rights** means patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral 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, rights in computer software, 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; **Package** means the level of Services (which includes provision of badge only admission), online access and functionality required by the Exhibitor which is indicated by specific names in the **Promotional Materials**; **Promotional Material** means the promotional brochure or other marketing materials produced by **DND** in relation to the Exhibition; **Rules & Regulations** means regulations of the Digital Platform or **DND** provided from time to time to the Exhibitor including any Guide to the Exhibition; **Services** means the services, if any, to be provided by **DND** to the Exhibitor under these Terms; **Start Date** means the original start date of the **Digital Event** stipulated by **DND** at the time when the Exhibition is first promoted; **DND IPRs** means all Intellectual Property Rights subsisting in the Digital Event and the **DND Materials** excluding any Exhibitor Materials incorporated in them. **Taxes** means those taxes payable by the Exhibitor as set out in clause 11.1; **Terms** means these terms and conditions; A reference to applicable laws, a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and includes any subordinate legislation made from time to time under the same. Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms. A reference to **writing** or **written** includes email.



2. Terms Of The Contract

2.1. The terms of this Contract constitute the entire contract between the parties, superseding and extinguishes all previous contracts, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. All other terms, invitations, representations or statements whether oral or in writing, expressed or implied by statute or otherwise, are excluded to the fullest extent permitted by law. The Exhibitor accepts that save for the terms of this Contract no reliance has been made on any such representations or statements when entering into the Contract and that by entering into the Contract it does not rely on and 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 Contract. The Exhibitor agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Contract.

2.2. Any variation or amendment to the Contract must be agreed in writing by a duly authorised person on behalf of **DND**.

2.3. **DND** may without any liability to the Exhibitor at its discretion change the timings, style or format of the Digital Event by providing written notice to the Exhibitor under any circumstances including, without limitation, if it reasonably believes that the Digital Event might be prevented, delayed or hindered as a result of Force Majeure.

2.4. Subject to the terms of this Contract in respect of Force Majeure, cancellation or postponement, **DND** may, from time to time, vary or amend any of the Terms, provided that such variations or amendments do not operate to materially diminish or adversely affect the rights reserved to the Exhibitor under the Contract.

2.5. Any dates or times given in this Contract which relate to or reference the Start Date shall mean the original Start Date and not any new Start Date as a result of any postponement or cancellation or change unless **DND** stipulates in writing that any specific Terms shall be amended or varied to reflect or reference the new Start Date.

3. Fees

3.1. The Exhibitor shall pay the Fee plus relevant Taxes for provision of the Package by **DND** in accordance with this clause 3.

3.2. Subject to any Availability Discount agreed by **DND**, **DND** shall invoice 100% of the non-refundable Fee, which is payable by the exhibitor within 48 hours.

3.3. Full payment shall be made by the Exhibitor to the nominated bank account as stipulated on the invoice.

3.4. Time shall be of the essence for payment of all fees as set out in clause 3.3. Any failure to make full payment on time may result in all payments paid being forfeit in the event of termination. This clause to be read in conjunction with clause 3.9 (**Payments are deposits**), 3.10 (**Interest**), 3.11 (**No set off**), 4.2 (**Cancellation and amendment**), 4.7 (**Termination**), and 5.8 (**Consequences of termination**).

3.5. **DND** will use reasonable endeavours to provide a tax invoice to the Exhibitor within 48 hours of their booking confirmation. Failure to issue any invoice on the due date stated in this Contract shall not affect the due date for payment of the same or the Exhibitor's obligation to meet that due date as set out in clause 3.3 and 3.4. All tax invoices will be issued subject to appropriate local taxes at the prevailing rate, if applicable.

3.6. If any payment is not made in accordance with the relevant payment terms and an Availability Discount has been applied, the Exhibitor will be automatically re-invoiced at the next higher rate tier for the Availability Discount or full price, as the case may be, at the absolute discretion of **DND**. Full price will be invoiced automatically if the Deposit Payment Dates that are defined in clause 3.3 are not adhered to.



3.7. Notwithstanding clause 3.4, the Exhibitor shall not be permitted to exhibit and may have its attendance or participation cancelled unless payment of the Fee in full and in cleared funds has been received by **DND** on or before the date that is 30 days prior to the Start Date.

3.8. All payments should be paid by bank transfer if at all possible. Credit Card payment can be accepted at the absolute discretion of **DND** and may be subject to additional fees stipulated by **DND**. No payment will be accepted by Cheque.

3.9. The Exhibitor acknowledges and agrees that all payments due and payable by the Exhibitor are accepted as Deposits for the costs and expenses incurred by **DND** for creating, developing, establishing and arranging the Digital Event. The Exhibitor acknowledges that these costs and expenses are incurred by **DND** from the date the Digital Event is announced, and all payments are required on time to enable the Exhibition to take place on time and at the standards expected from Exhibitions created and managed by This is Beyond Limited and **DND**. As a result, notwithstanding any other term of this Contract all such payments which become due and payable whether paid or not are agreed by the Exhibitor to be non-refundable.

3.10. Without prejudice to clause 3.4, if the Exhibitor fails to make any payment due to **DND** under the Contract by the due date for payment, then, without limiting **DND's** remedies under clause 4.7 (Termination): 3.10.1. the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 10% a year above the HSBC PLC's base rate from time to time. 3.10.2. **DND** may suspend the Exhibitor's right to attend the Digital Event and suspend all Services until payment has been made in full.

3.11 Any potential future discount referenced for a potential **DND** event in Mallorca in 2022 are subject to a) the 2022 event being fully confirmed to take place by **DND** and b) the exhibitor entering into a new agreement for an exhibiting package at the 2022 event, before 01 December 2021. 3.12. All amounts due under the Contract from the Exhibitor to **DND** shall be paid by in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding tax as required by law). In the event of any deduction or withholding required by law, the amount of the Fee shall be grossed up so that it will increase by and include any amount so deducted or withheld

4. Cancellation Or Amendment

4.1. **DND** shall be entitled to terminate the Contract if it considers, at its absolute discretion, that the products or services provided by the Exhibitor or any person do not fit the profile or the particular standards of the Digital Event.

4.2. The Exhibitor may terminate the Contract (cancellation) or seek to reduce its Package (amendment), by giving notice in writing (either a cancellation notice or amendment notice) to **DND** provided that such notice is received by **DND** at least 30 days prior to the Start Date in which case the following will apply: 4.2.1. In case of cancellation, the Exhibitor shall remain liable for full payment arising prior to receipt of the date of the cancellation without deduction, set-off or counterclaim and clause 3.9 shall apply. 4.2.2. In the case of amendment, provided that all payments have been made prior to receipt of the amendment notice, **DND** will use its reasonable endeavours to locate a different Package if applicable for the Exhibitor but without incurring expense or undue time and always subject to availability. In the event that the amendment to the Contract can be accommodated, the amount of the Fee shall be recalculated to reflect the new Package and any Payments made at the date of receipt of the Notice will be allocated to the new Fee. In the event there is a balance outstanding due to **DND** this shall be paid immediately. If upon recalculation an overpayment of the Fee has been made such overpayment shall be credited to the Exhibitor for use towards other products or services provided by **DND**.



4.3. Notwithstanding clause 4.2, the Exhibitor may cancel any additional delegate badge, products or services order by giving prior notice in writing to **DND** at least 30 days prior to the Start Date without penalty save that where this results in an overpayment being made such overpayment shall be credited to the Exhibitor for use towards other products or services provided by **DND**. Where such notice is received by **DND** less than 30 days prior to the Start Date, the Exhibitor will be liable for 100% of the cost of the badge, products or services.

4.4. Identification changes to registered delegates may be made by the Exhibitor, under stipulation they must be in writing to **DND** at least 30 days prior to the Start Date without penalty. Where such notice is received by **DND** less than 30 days prior to the start of the Exhibition, the Exhibitor will be charged an administration fee of £99 per change.

4.5. Neither **DND** nor its agents, employees or contractors shall be required to assist the Exhibitor to obtain the necessary computer hardware, software and suitable internet connection required to access the digital event platform and participate.

4.6. In the event of a breach of these Terms, either party may (without limiting any other remedy) notify the other in writing requesting that the breach be remedied within 30 days if such breach is capable of remedy.

4.7. Without prejudice to any accrued rights, either party may (without limiting any other remedy) at any time terminate the Contract immediately by written notice to the other:

4.7.1. if the Exhibitor fails to make any payment by the due date set out in clause 3.3;

4.7.2. if the offending party fails to remedy the breach set out by notice pursuant to clause 4.6 to the claimant's reasonable satisfaction;

4.7.3. if one party materially or persistently breaches any of these Terms;

4.7.4. as a result of an act of Force Majeure;

4.7.5. there is a change of control of the Exhibitor;

4.7.6. if the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction; or

4.7.7. the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.

4.8. On termination of the Contract for whatever reason:

4.8.1. the Exhibitor shall immediately pay to **DND** all of **DND's** outstanding unpaid invoices and interest and, in respect of any payment set out in clause 3 but for which no invoice has been submitted, **DND** may submit an invoice, which shall be payable immediately on receipt. This clause to be read in conjunction with clause 3.3 (**Payments**), 3.4 (**Time of essence**), and 3.9 (**Payments are deposits**).

4.8.2. any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect; and

4.8.3. termination or expiry of the Contract shall not affect any of the rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

4.9. In the event of an act of Force Majeure or other event outside the reasonable control of **DND**, the Digital Event may be cancelled, postponed amended or by **DND** in such manner as **DND** determines in its absolute discretion upon notice in writing to the Exhibitor. Any amendment to the Digital Event under this clause shall include, without limitation, any change to the Event Platform, timings, style or format of the Digital Event. In such event, there shall be no entitlement to any refund of any Deposit due, payable or paid at the time of the cancellation, amendment or postponement if the Force Majeure or other event occurs at least 30 days prior to the Start Date. If such event occurs within 30 days of the Start Date, all remaining payments of the Fee shall remain due and payable without deduction, set-off or counterclaim.



4.10. In the event of any cancellation, postponement or amendment, **DND** may at its absolute discretion under clause 4.9 amend this Contract or add or delete Terms to enable the Digital Event to be held at the revised time, location or in the revised manner that **DND** determines in its absolute discretion to be necessary taking into account the circumstances and the financial implications of the same. Any such amendments, additions or deletions shall be notified to the Exhibitor in writing as soon as practicably possible.

5. Conduct Of Exhibitor

5.1. The Exhibitor has no right to occupy any particular digital space or positioning, although **DND** will use reasonable endeavours to take into account the Exhibitor's preferences when allocating its Space.

5.2. The Exhibitor shall not assign any of its rights under the Contract, or share, sub-let, grant licences or any other rights or attempt to do any such things in respect of the whole or any part of the Space, save as permitted in writing at its absolute discretion by **DND**. It shall be a condition of any consent by **DND** that any proposed assignee, sub-lessee, licensee or sharer shall register and enter into the same terms as set out in this Contract. There is no restriction on **DND's** right to assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights under the Contract.

5.3. The Exhibitor shall comply with: (a) all applicable laws; (b) the Rules & Regulations of the Digital Platform or **DND** from time to time; and (c) all reasonable instructions of **DND** and the Digital Platform issued from time to time. Some of these will be updated and edited throughout the period up to and including finalisation of arrangements for the Digital Event and during the Digital Event itself. The Exhibitor shall in addition co-operate with **DND** in all matters relating to the Digital Event and provide, in a timely manner, such information as **DND** may reasonably require, and ensure that it is accurate and complete in all material respects.

5.4 The Exhibitor shall be responsible for the conduct of its employees, agents, contractors and guests at all times. In the event of any conduct that is not within the standards of normal, professional or reasonable behavior expected in the work-place including without limitation abusive, offensive, racist, sexist, predatory, drunken or otherwise inappropriate conduct or conduct that brings **DND** or the Digital Event into disrepute, the offending person may be removed from the Digital Platform by **DND** at its absolute discretion and any re-entry cancelled, suspended or made subject to conditions as **DND** requires at its absolute discretion. Persistent or serious offences by an Exhibitor under this clause will be deemed a material breach of the Contract.

5.5. The Exhibitor acknowledges and accepts that **DND** does not have any control of and therefore cannot reasonably accept any liability in respect of the conduct, behaviour, response or actions of any third parties.

5.6. The Exhibitor accepts and acknowledges that any applications, platforms or programs (each a "**Third Party Application**") which are used by **DND** to enable the delivery of the Digital Event format may be subject to additional third party terms;

5.7. The Exhibitor acknowledges and accepts that **DND** shall not be responsible nor liable for any losses or damages suffered or incurred by the Exhibitor in connection with its use of any Third Party Application;

5.8. **DND** shall grant the Exhibitor access to the Digital Platform. The Exhibitor accepts and acknowledges that the Digital Platform is hosted by a third party service provider and that use of the same shall be subject to their applicable terms of use as provided to the Exhibitor when it uses the Digital Platform.

5.9. The Exhibitor acknowledges and agrees that access to the Digital Platform may be prevented by issues outside of **DND's** reasonable control, and that **DND** is not responsible for the ongoing availability of or access to the Digital Platform, features, services, or any loss of data caused by any outages or errors on the Digital Platform nor is **DND** responsible where the Digital Platform is not compatible with the Exhibitor's systems. **DND** recommends that the Exhibitor backs up any content and data used in connection with the Digital Platform in case of any problems with the Digital Platform.



5.10. **DND** is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Exhibitor acknowledges that the Digital Platform may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

5.11. In order to access the Digital Platform, the Exhibitor must create an account ("Account "). The Exhibitor agrees that it will be solely responsible for all activity that occurs under its Account. The Account is personal to the Exhibitor and as such it agrees not to share its password with, or give access to its Account to, others. The Exhibitor agrees to maintain the security and secrecy of its Account username, password, and Account information. It must notify **DND** immediately of any breach of security or unauthorised use of its Account that it becomes aware of.

5.12. The Exhibitor agrees that it will:

- 5.12.1. comply with any policies or rules introduced by DND regarding use of the Digital Platform;
- 5.12.2. comply with all applicable laws, including, without limitation, privacy laws, intellectual property laws, anti-spam laws, export control laws, tax laws, and regulatory requirements when using the Digital Platform;
- 5.12.3. provide accurate information to us and keep it updated; and
- 5.12.4. use Digital Platform in a professional manner and for its intended purpose.

5.13. The Exhibitor agrees that it will not:

- 5.13.1. create a fake profile, misrepresent its identity, or use or attempt to use another Exhibitor's account;
- 5.13.2. use the Digital Platform for any unlawful purpose, or in any manner inconsistent with these Terms, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, such as viruses, or harmful data, into any operating system;
- 5.13.3. make any statements, divulge any information or distribute any content which could breach third party rights, including, but not limited to, rights of privacy (including those set out in applicable data protection laws), confidentiality or intellectual property rights;
- 5.13.4. transmit any material that is defamatory, offensive, humiliating or otherwise objectionable or that might be in breach of any content guidelines or similar which **DND** introduces;
- 5.13.5. use the Digital Platform in a way that could damage, disable, overburden, impair or compromise the **DND's** systems or security or interfere with other users of the Digital Platform (including without limitation spam);
- 5.13.6. collect, harvest or mine any information or data from **DND's** systems or attempt to decipher any transmissions to or from the servers running the Digital Platform; and
- 5.13.7. imply or state that it is affiliated with or endorsed by **DND** without **DND's** express consent.

5.14. **DND** is not able to vet, verify the accuracy, correctness, and completeness of any information provided by any other user of the Digital Platform (including other Buyers and Exhibitors) published on the Digital Platform. All such information and content available on the Digital Platform is provided to the Exhibitor "as is" and the Exhibitor agrees that any use made of such content shall be strictly at the Exhibitor's own risk. As such, the Exhibitor agrees to waive, and hereby does waive, any legal or equitable rights or remedies it has or may have against **DND** with respect to any such content.

6. Intellectual Property

6.1. This is Beyond Limited or **DND** and their licensors shall retain ownership of all their Intellectual Property Rights. Unless expressly stated otherwise, This is Beyond Limited or **DND** and their licensors shall own any works, information, data or other materials created in connection with the Digital Event. The Exhibitor and its licensors shall retain ownership of all Intellectual Property Rights in the Exhibitor Materials.



6.2. **DND** grants the Exhibitor or shall procure the direct grant to the Exhibitor of, a fully paid-up, worldwide, non-exclusive, royalty-free, non-transferable licence to use the **DND** Materials solely for the purpose of attending the Digital Event including using the Services and the Space.

6.3. The Exhibitor grants **DND** a fully paid-up, worldwide, non-exclusive, royalty-free, non-transferable licence to copy and modify the Exhibitor Materials for the purpose of providing the Digital Event, Services, and Event Platform to the Exhibitor in accordance with the Contract including using the Exhibitor Materials in the **DND** Materials. The licence shall be limited on time to the duration of the agreement and The Exhibitor is entitled to approve any planned modification made by **DND**.

6.4. The Exhibitor shall indemnify **DND** in full against any loss or damage suffered by **DND** arising of or in connection with any claim brought against This is Beyond Limited or **DND** for infringement of a third party's rights (including any Intellectual Property Rights) arising out of, or in connection with, the receipt or use of the Exhibitor Materials by **DND**.

7. Indemnity

7.1. The Exhibitor shall indemnify and hold harmless **DND** against any loss, damages, costs, expenses or other claims arising from: a) breach of these Terms by the Exhibitor, its employees, agents, contractors or any person participating in the digital event; and b) breach of any duty or any other tort in connection with any acts or omissions of the Exhibitor, its employees, agents, subcontractors or any person on the Event Platform, whether negligent or otherwise, as applicable.

8. Limitation Of Liability

8.1. Except in respect of death or personal injury caused by negligence or as a result of fraud, neither **DND** nor the Exhibitor or any of their employees, agents or contractors shall be liable to each other by reason of any representation, or any implied warranty, condition or other term, or in tort (including without limitation negligence) or any duty at common law or under statute, or under the express terms of the Contract or otherwise howsoever arising, for any loss or damage, costs, expenses or other claims whether direct or indirect, being (a) loss of profit or business or opportunity; (b) reputational loss or damage; or (c) any special or consequential loss or damage, which in each case arise out of or in connection with the Digital Event (including without limitation any cancellation, amendment or postponement of the Digital Event).

8.2. Subject to clause 8.1, and except in respect of death or personal injury caused by negligence, **DND's** total liability to the Exhibitor by reason of any representation, or any implied warranty, condition or other term, or in tort (including without limitation negligence) or any duty at common law or under statute, or under the express terms of the Contract or otherwise howsoever arising, in respect of all loss or damage, costs, expenses or other claims arising from or in connection with the Digital Event, shall in no circumstances exceed the Fee unless caused by the fraudulent act or omission of **DND**, its authorised employees, agents or contractors.

8.3. Notwithstanding clauses 8.1 and 8.2, and except in respect of death or personal injury caused by negligence or as a result of fraud, neither **DND** nor the **Digital Platform** operator nor their employees, agents, or contractors shall have any liability to the Exhibitor by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or in tort (including without limitation negligence) or any duty at common law or under statute, or under the express terms of the Contract or otherwise howsoever arising, for any loss or damage, costs, expenses or other claims, whether direct or indirect, which arise out of or in connection with the Digital Event (including without limitation any cancellation, amendment or postponement of the Digital Event):

8.3.1. as a result of an act of Force Majeure; or



8.3.2. in relation to the failure of **DND's** agents or contractors to supply elements required for the Digital Event; or 8.3.3. in relation to the failure of supply of any utilities by any public, government or private provider.

8.4. References in DND's marketing materials to "Guaranteed Business Meetings" or any reference to a targeted number of delegates shall imply an obligation on **DND** to use its reasonable endeavours to provide such services to an Exhibitor but subject to availability of such matters or things. However, if **DND** is unable to supply any such matters or things, such failure shall not constitute a breach of this Contract by **DND**.

8.5. **DND** may not benefit from the limitations and exclusions set out in this clause 8 in respect of any liability arising from its willful default.

8.6. Unless the Exhibitor notifies **DND** that it intends to make a claim in respect of an event within the notice period, **DND** shall have no liability for that event. The notice period for an event shall start on the day on which the Exhibitor became, or ought reasonably to have become, aware of the event having occurred and shall expire 3 months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.

8.7. If **DND's** performance of its obligations under the Contract is prevented or delayed by any act or omission of the Exhibitor, its agents, subcontractors, consultants or employees, **DND** shall: 8.7.1. not be liable for any costs, charges or losses sustained or incurred by the Exhibitor that arise directly or indirectly from such prevention or delay; 8.7.2. be entitled to payment of the Fee or any part of the Fee despite any such prevention or delay; and 8.7.3. be entitled to recover any additional costs, charges or losses **DND** sustains or incurs that arise directly or indirectly from such prevention or delay.

8.8. The Exhibitor acknowledges and agrees that as **DND** is the provider of the Digital Event and is not involved or a participant, in any way, in respect of any contact, meetings (face-to-face or otherwise), any negotiations, transactions or contracts that are entered into or otherwise agreed between the Exhibitor and any third parties during or in connection with any Exhibitions. Consequently, the Exhibitor acknowledges and agrees that **DND** shall not be liable in any way and/or for any reason whatsoever in respect of any acts or omissions arising from any dealings, arrangements or relationship between the Exhibitor and third parties.

9. Confidentiality

9.1. Each party undertakes that it shall not at any time, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any associated or group company of the other party belongs which for **DND**, except as permitted by clause 9.2. For the purposes of this agreement: "group" means, in relation to a party, that party, any subsidiary or holding company from time to time of that party, and any subsidiary from time to time of a holding company of that party; and "associated" means, under the control of the same person, company or entity.

9.2. Each party may disclose the other party's confidential information: 9.2.1. to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 9.2; 9.2.2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority; and 9.2.3. as expressly permitted under this Contract.

9.3. Neither party shall use any other party's confidential information for any purpose other than to perform its obligations under the Contract.



11. General

11.1. The Exhibitor is fully responsible for VAT, GST, sales tax or other analogous taxes or liabilities as required by the local governing authorities. **DND** has no responsibility for the relevant fiscal process relating to such taxes. This is a matter exclusively between the Exhibitor and the relevant local authorities. **DND** may (but shall not be obliged to) charge VAT, GST, sales tax or other analogous taxes or liabilities on invoices depending on the tax situation of the Exhibitor and its country of residence. In the event that VAT, GST, sales tax or other analogous taxes or liabilities is properly due and not charged on any relevant invoice, the Exhibitor shall pay the same on demand from **DND**.

11.2. No failure or delay by either party in exercising any of its rights under the Contract shall be deemed to be a waiver of that right, and no waiver by either party of any breach of the Contract by the other shall be effective unless it is given in writing or be considered as a waiver of any subsequent breach of the same or any other provision.

11.3. If any provision of these Terms is held by any court or other competent authority to be invalid or unenforceable in whole or in part, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

11.4. **DND** is for senior management and employees of the Exhibitor only. **DND** reserves the right to refuse entry to any junior staff or person under 21 years old or any agents or contractors of the Exhibitor.

11.5. Unless this Contract expressly states otherwise, this Contract shall not give rise to any rights for a third party to enforce any term of the Contract save that any associated or parent company of **DND** including This is Beyond Limited is entitled to protect its assets, revenues or Intellectual Property Rights.

11.6. Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be: 11.10.1. delivered by hand at its registered office (if a company) or its principal place of business and be deemed to have been received at the time left at the proper address; or

11.6.1. delivered by pre-paid national first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business and be deemed to have been received at 10.00am on the second Business Day after posting; or

11.6.2. by pre-paid airmail providing proof of postage or delivery and be deemed to have been received at 10.00am on the fifth Business Day after posting; or

11.6.3. sent by email to the email address specified in the Rules and Regulations (for **DND**) or in the Application (for the Exhibitor) and be deemed to have been received at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume.

11.6.4. In this clause 11.10, business hours mean 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt and Business Day shall be construed accordingly.

11.6.5. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

11.7. This Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with the laws of England. Each party irrevocably agrees that the courts of 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.

11.8. This Contract is drafted in the English language. If this Contract is translated into any other language, the English language version shall prevail.

11.9. Any notice given under or in connection with this Contract shall be in the English language. All other documents provided under or in connection with this Contract shall be in the English language or accompanied by a certified English translation.

11.10. If such document is translated into any other language, the English language version shall prevail unless the document is a constitutional, statutory or other official document.

12. Use Of Data

12.1. **DND** will use the personal information provided to it in connection with this Contract and the provision of the Exhibitions in accordance with **DND** Privacy Policy.

12.2. The Exhibitor agrees to notify the **DND** of any change to its contact information (including but not limited to its telephone and/or e-mail address).

12.3. If the Exhibitor contacts any third party who has not consented to such contact using the Digital Platform or otherwise, including any spamming, **DND** reserves the right to refuse access to future Digital Events.

12.4. The Exhibitor must not provide **DND** with personal information relating to others unless it is lawfully authorised to do so and has passed on a copy of **DND** Privacy Policy to those individuals.

12.5. The Exhibitor shall procure for its officers, employees, agents and contractors to provide appropriate authorisation under privacy laws to give their company and personal information to **DND** as compiled by the Exhibitor in their personal profile for the purpose of distribution to other participants in the Digital Event and to have them displayed in any Exhibition related publications.