



## FREE-FLOW PASS TERMS & CONDITIONS

11 - 15 November 2024

Puglia, Italy

### 1. DEFINITIONS AND INTERPRETATION

- 1.1. In these terms & conditions: **DO NOT DISTURB** means **Do Not Disturb Ltd.**; **Materials** means all materials, drawings, logos, images, tools, equipment, specifications and data in whatever media or format including without limitation the Promotional Materials created or developed by **This is Beyond Ltd** or **DO NOT DISTURB**, its officers, employees, agents or contractors in connection with the Exhibition; **Application** means the application or booking form from the proposed Free-flow pass delegate and accepted by **DO NOT DISTURB** in respect of the Package required (which shall exclude any Invitation issued by **DO NOT DISTURB**); **Availability Discount** means the relevant amount of discount provided by **DO NOT DISTURB** based on the availability of the Package chosen by the Free-flow pass delegate; **Contract** means these terms and conditions between the Free-flow pass delegate and **DO NOT DISTURB** for the allocation of Services to the Free-flow pass delegate for the purpose of attending 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; **Delegate** means any person authorised to represent the **Free-flow pass delegate** at **DO NOT DISTURB**; **Deposit** means any sum due from the Free-flow pass delegate in respect of the Fee; **Deposit Payment Dates** means the relevant dates set out in clause 3 for payment of the Fee; **Exhibition** means **DO NOT DISTURB**; **Free-flow pass delegate** means the person and company whose details are set out in the Application and any Delegate of such person or company; **Free-flow pass delegate Materials** means all materials, drawings, logos, images, specifications and data supplied by the Free-flow pass delegate to **DO NOT DISTURB** in connection with the Exhibition; **Fee** means the all charges, fees, costs and expenses payable by the Free-flow pass delegate for the Package set out in the Application and which includes the Reservation Fee; **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), 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. **Official Function**, means ONLY an event or function organised or promoted by **DO NOT DISTURB**; **Package** means the level of Services (which includes provision of badge only admission), **Promotional Material** means the promotional brochure or other marketing materials produced by **DO NOT DISTURB** in relation to the Exhibition; **Reservation Fee** means a non-refundable amount of **£1999** payable by the Free-flow pass delegate for the Package set out in the Application; **Rules & Regulations** means regulations of the Venue or **DO NOT DISTURB** provided from time to time to the Free-flow pass delegate including any Guide to the Exhibition; **Services** means the services, if any, to be provided by **DO NOT DISTURB** to the Free-flow pass delegate under these Terms; **Start Date** means the original start date of the Exhibition stipulated by **DO NOT DISTURB** at the time when the Exhibition is first promoted; **DO NOT DISTURB IPRs** means all Intellectual Property Rights subsisting in the Exhibition and **DO NOT DISTURB Materials** excluding any Free-flow pass delegate Materials incorporated in them. **Taxes** means those taxes payable by the Free-flow pass delegate as set out in clause 11.1; **Terms** means these terms and conditions; **Venue** means the site at which the Exhibition is to be held as stipulated from time to time by **DO NOT DISTURB**. 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 Free-flow pass delegate 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 Free-flow pass delegate 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 **DO NOT DISTURB**.
- 2.3. Subject to the terms of this Contract in respect of Force Majeure, cancellation or postponement, **DO NOT DISTURB** 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 Free-flow pass delegate under the Contract.

- 2.4. Any dates or times 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 **DO NOT DISTURB** 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 Free-flow pass delegate shall pay the Fee plus relevant Taxes for the provision of the Package by **DO NOT DISTURB** in accordance with this clause 3.
- 3.2. Subject to any Availability Discount agreed by **DO NOT DISTURB**, **DO NOT DISTURB** shall pro forma invoice the Fee to the Free-flow pass delegate as soon as practicably possible after this Contract has been entered into.
- 3.3. The Free-flow pass delegate acknowledges and agrees that organising a show of such magnitude as **DO NOT DISTURB** requires substantial operational, promotional and labour costs, fees and expenses that are delivered either outside of or inside the country where **DO NOT DISTURB** takes place and that all payments due and payable by the Free-flow pass delegate shall therefore be accepted as Deposits for the costs and expenses incurred by **DO NOT DISTURB** for the various stages involved in creating, developing, establishing and arranging the Exhibition. The Free-flow pass delegate acknowledges that these costs, fees and expenses are incurred by **DO NOT DISTURB** from the date the Exhibition is announced and all payments are required on time to enable the Exhibition to be planned, promoted, organised and take place on time pursuant to this Agreement and at the standards expected from Exhibitions created and managed by This is Beyond Limited and **DO NOT DISTURB**. 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 Free-flow pass delegate to be non-refundable.
- 3.4. Payment Deposits in respect of the pro forma invoice shall be made by the Free-flow pass delegate according to the following terms:
- 3.4.1. A total of 100% of the Fee within 7 days of invoice received.
- 3.5. Time shall be of the essence for payment of all fees on the dates set out in clause 3.4. Any failure to make payment on time may result in all payments paid being forfeited in the event of termination. This clause to be read in conjunction with clauses 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**).
- 3.6. **DO NOT DISTURB** will use reasonable endeavours to provide a tax invoice to the Free-flow pass delegate within 72 hours of registration confirmation. All tax invoices will be issued subject to appropriate local taxes at the prevailing rate, if applicable.
- 3.7. Notwithstanding clause 3.4, the Free-flow pass delegate shall not be permitted to attend and may have its attendance or participation cancelled unless payment of the Fee in full and in cleared funds has been received by **DO NOT DISTURB** on or before the date that is 10 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 **DO NOT DISTURB** and may be subject to additional fees stipulated by **DO NOT DISTURB**. No payment will be accepted by Cheque.

- 3.9. Without prejudice to clause 3.4, if the Free-flow pass delegate fails to make any payment due to **DO NOT DISTURB** under the Contract by the due date for payment, then, without limiting **DO NOT DISTURB**'s remedies under clause 4.7 (Termination):
- 3.9.1. the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgement. Interest under this clause will accrue each day at 10% a year above the Bank of England Limited's base rate from time to time.
- 3.9.2. **DO NOT DISTURB** may suspend the Free-flow pass delegate's right to attend the Exhibition and suspend all Services until payment has been made in full.
- 3.10. All amounts due under the Contract from the Free-flow pass delegate to **DO NOT DISTURB** 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. **DO NOT DISTURB** shall be entitled to terminate the Contract if it considers, at its absolute discretion, that the products or services provided by the Free-flow pass delegate do not fit the profile or the particular standards of the Exhibition.
- 4.2. The Free-flow pass delegate 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 **DO NOT DISTURB** provided that such notice is received by **DO NOT DISTURB** at least 60 days prior to the Start Date in which case the following will apply:
- 4.2.1. In case of cancellation, the Free-flow pass delegate shall remain liable for all payments due on Deposit Payment Dates arising prior to receipt of the date of the cancellation without deduction, set-off or counterclaim and clauses 3.3, 3.4 and 3.5 shall apply.
- 4.3. Notwithstanding clause 4.2, the Free-flow pass delegate may cancel any additional delegate badge, products or services order by giving prior notice in writing to **DO NOT DISTURB** at least 60 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 Free-flow pass delegate for use towards other products or services provided by **DO NOT DISTURB**. Where such notice is received by **DO NOT DISTURB** less than 60 days prior to the Start Date, the Free-flow pass delegate will be liable for 100% of the cost of the badge, products or services.
- 4.4. Identification changes to registered badges may be made by the Free-flow pass delegate, under stipulation they must be in writing to **DO NOT DISTURB** at least 30 days prior to the Start Date without penalty. Where such notice is received by **DO NOT DISTURB** less than 30 days prior to the start of the Exhibition, the Free-flow pass delegate will be charged an administration fee of GBP 199 per change.

- 4.5. Neither **DO NOT DISTURB** nor its agents, employees or contractors shall be required to assist the Free-flow pass delegate to obtain any documents necessary for entry into the country where the Exhibition is to be held. Any failure of the Free-flow pass delegate to obtain any such documents from the relevant authorities or any failure to arrange travel or accommodation by the Free-flow pass delegate for any of its agents, employees or contractors shall not constitute frustration of the Contract or a Force Majeure event. The Free-flow pass delegate, however, may substitute another person to take pass subject to approval of such person in its absolute discretion by **DO NOT DISTURB**. In the event of such substitution, the Free-flow pass delegate shall remain the party primarily liable and obligated to **DO NOT DISTURB** under the Contract. The Free-flow pass delegate shall procure that any substituted party shall accept these Terms.
- 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 Free-flow pass delegate 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 Free-flow pass delegate;
  - 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 Free-flow pass delegate shall immediately pay to **DO NOT DISTURB** all of **DO NOT DISTURB**'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, **DO NOT DISTURB** 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 **DO NOT DISTURB**, the Exhibition may be cancelled, postponed, amended or relocated by **DO NOT DISTURB** in such manner as **DO NOT DISTURB** determines in its absolute discretion upon notice in writing to the Free-flow pass delegate. Any amendment to the Exhibition under this clause shall include, without limitation, any change to the Venue, timings, style or format of the Exhibition (including changing the Exhibition from a 'face to face' format to a digital or hybrid format). 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 such event occurs within 120 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 cancellation, postponement, amendment or relocation of **DO NOT DISTURB** due to an act of Force Majeure or other event outside the reasonable control of **DO NOT DISTURB**, the Free-flow pass delegate agrees and acknowledge that although **DO NOT DISTURB** will use its reasonable endeavours to minimize and mitigate the financial risk taken by the Free-flow pass delegate in participating in the event, **DO NOT DISTURB** cannot underwrite the financial risk taken by the Free-flow pass delegate. The Free-flow pass delegate therefore acknowledges and agrees according to clause 3.4 that organising a show such as **DO NOT DISTURB** requires substantial operational, promotional and labour costs throughout the year and that in the event of cancellation, postponement, amendment or relocation the Fee or part thereof might be retained by **DO NOT DISTURB** to cover those costs.
- 4.11. In the event of any cancellation, postponement or amendment, **DO NOT DISTURB** may at its absolute discretion under clause 4.9 amend this Contract or add or delete Terms to enable the Exhibition to be held at the revised time, location or in the revised manner (including a digital or hybrid version) that **DO NOT DISTURB** 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 Free-flow pass delegate in writing as soon as practicably possible.

## 5. CONDUCT OF FREE-FLOW PASS DELEGATE

- 5.1. It shall be a condition of any consent by **DO NOT DISTURB** 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 **DO NOT DISTURB**'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.
- 5.2. The Free-flow pass delegate shall comply with: (a) all applicable laws; (b) the Rules & Regulations and all health & safety guidelines issued by the Venue or **DO NOT DISTURB** from time to time; and (c) all reasonable instructions of **DO NOT DISTURB** and the Venue 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 Exhibition and during the Exhibition itself. The Free-flow pass delegate shall in addition co-operate with **DO NOT DISTURB** in all matters relating to the Exhibition and provide, in a timely manner, such information as **DO NOT DISTURB** may reasonably require, and ensure that it is accurate and complete in all material respects.

- 5.3. In the event of any conduct that is not within the standards of normal, professional or reasonable behaviour expected in the work-place including without limitation abusive, offensive, racist, sexist, predatory, drunken or otherwise inappropriate conduct or conduct that brings **DO NOT DISTURB** or the Exhibition into disrepute, the offending person may be removed from the Venue by **DO NOT DISTURB** at its absolute discretion and any re-entry cancelled, suspended or made subject to conditions as **DO NOT DISTURB** requires at its absolute discretion. Persistent or serious offences by an Free-flow pass delegate under this clause will be deemed a material breach of the Contract.
- 5.4. The Free-flow pass delegate shall not:
- 5.4.1. display or distribute any political, contentious, misleading, defamatory, illegal, immoral or offensive material at the Exhibition. No lotteries, games of chance or raffles or use of audio, lighting or audio-visual will be conducted without the prior written consent of **DO NOT DISTURB**.
- 5.5. The Free-flow pass delegate acknowledges and accepts that **DO NOT DISTURB** 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.

## 6. INTELLECTUAL PROPERTY

- 6.1. This is Beyond Limited or **DO NOT DISTURB** and their licensors shall retain ownership of all their Intellectual Property Rights. Unless expressly stated otherwise, This is Beyond Limited or **DO NOT DISTURB** and their licensors shall own any works, information, data or other materials created in connection with the Exhibition. The Free-flow pass delegate and its licensors shall retain ownership of all Intellectual Property Rights in the Free-flow pass delegate Materials.
- 6.2. **DO NOT DISTURB** grants the Free-flow pass delegate or shall procure the direct grant to the Free-flow pass delegate of, a fully paid-up, worldwide, non-exclusive, royalty-free, non-transferable licence to use **DO NOT DISTURB** Materials solely for the purpose of attending the Exhibition including using the Services and the Space.
- 6.3. The Free-flow pass delegate grants **DO NOT DISTURB** a fully paid-up, worldwide, non-exclusive, royalty-free, non-transferable licence to copy, use and modify the Free-flow pass delegate Materials for the purpose of promoting and providing the Exhibition and Services to the Free-flow pass delegate in accordance with the Contract including using the Free-flow pass delegate Materials in **DO NOT DISTURB** Materials.
- 6.4. The Free-flow pass delegate shall indemnify **DO NOT DISTURB** in full against any loss or damage suffered by **DO NOT DISTURB** arising of or in connection with any claim brought against This is Beyond Limited or **DO NOT DISTURB** 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 Free-flow pass delegate Materials by **DO NOT DISTURB**.

## 7. INDEMNITY

- 7.1. The Free-flow pass delegate shall indemnify and hold harmless **DO NOT DISTURB** against any loss, damages, costs, expenses or other claims arising from: a) breach of these Terms by the Free-flow pass delegate, its employees, agents or contractors; and b) breach of any duty or any other tort in connection with any acts or omissions of the Free-flow pass delegate, its employees, agents or subcontractors, 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 **DO NOT DISTURB** nor the Free-flow pass delegate 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 Exhibition (including without limitation any cancellation, amendment or postponement of the Exhibition).
- 8.2. Subject to clause 8.1, and except in respect of death or personal injury caused by negligence, **DO NOT DISTURB**'s total liability to the Free-flow pass delegate 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 Exhibition, shall in no circumstances exceed the Fee unless caused by the fraudulent act or omission of **DO NOT DISTURB**, 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 **DO NOT DISTURB** nor the Venue operator nor their employees, agents, or contractors shall have any liability to the Free-flow pass delegate 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 Exhibition (including without limitation any cancellation, amendment or postponement of the Exhibition):
- 8.3.1. as a result of an act of Force Majeure; or
- 8.3.2. in relation to the failure of **DO NOT DISTURB**'s agents or contractors to supply materials for any of the amenities for the Exhibition; or
- 8.3.3. in relation to the failure of supply of any utilities by any public, government or private provider.
- 8.4. **DO NOT DISTURB** may not benefit from the limitations and exclusions set out in this clause 8 in respect of any liability arising from its wilful default.
- 8.5. Unless the Free-flow pass delegate notifies **DO NOT DISTURB** that it intends to make a claim in respect of an event within the notice period, **DO NOT DISTURB** shall have no liability for that event. The notice period for an event shall start on the day on which the Free-flow pass delegate 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.
- 8.6. If **DO NOT DISTURB**'s performance of its obligations under the Contract is prevented or delayed by any act or omission of the Free-flow pass delegate, its agents, subcontractors, consultants or employees, **DO NOT DISTURB** shall:

- 8.6.1. not be liable for any costs, charges or losses sustained or incurred by the Free-flow pass delegate that arise directly or indirectly from such prevention or delay;
  - 8.6.2. be entitled to payment of the Fee or any part of the Fee despite any such prevention or delay; and
  - 8.6.3. be entitled to recover any additional costs, charges or losses **DO NOT DISTURB** sustains or incurs that arise directly or indirectly from such prevention or delay.
- 8.7. The Free-flow pass delegate acknowledges and agrees that as **DO NOT DISTURB** is the provider of the Exhibition 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 Free-flow pass delegate and any third parties during or in connection with any Exhibitions. Consequently, the Free-flow pass delegate acknowledges and agrees that **DO NOT DISTURB** 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 Free-flow pass delegate and third parties.

## 9. INSURANCE

- 9.1. The Free-flow pass delegate is responsible for arranging sufficient insurance in relation to: (1) their employees, property and other equipment for which they are responsible; and (2) any participation, accommodation and travel related expenses.

## 10. CONFIDENTIALITY

- 10.1. 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 belonging to **DO NOT DISTURB**, except as permitted by clause 10.2. 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.
- 10.2. Each party may disclose the other party's confidential information:
- 10.2.1. 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 10.2;
  - 10.2.2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority; and
  - 10.2.3. as expressly permitted under this Contract.
- 10.3. 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 Free-flow pass delegate is fully responsible for VAT, GST, sales tax or other analogous taxes or liabilities as required by the local governing authorities. **DO NOT DISTURB** has no responsibility for the relevant fiscal process relating to such taxes. This is a matter exclusively between the Free-flow pass delegate and the relevant local authorities. **DO NOT DISTURB** 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 Free-flow pass delegate 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 Free-flow pass delegate shall pay the same on demand from **DO NOT DISTURB**.
- 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. **DO NOT DISTURB** is happy for private events to take place during the Exhibition, so long as the number of Buyers invited does not exceed 30 and provided they do not clash with the Official Function or official programmed event. Any company hosting a private event that clashes with an official element of the Exhibition or that has invited more than 35 Buyers will have their registration(s) cancelled and will be refused entry to all business and social events throughout the event.
- 11.5. From time to time, private events might be organised by delegates participating in the show. The organisation of such events is not the responsibility of **DO NOT DISTURB** and **DO NOT DISTURB** cannot facilitate entry or access to any of those events.
- 11.6. **DO NOT DISTURB** does not allow any family members or life partners, junior staff or non-delegates to attend any of the official functions or **DO NOT DISTURB** exhibition unless previously agreed.
- 11.7. **DO NOT DISTURB** is for senior management and employees of the Free-flow pass delegate only. **DO NOT DISTURB** reserves the right to refuse entry to any junior staff or person under 21 years old or any agents or contractors of the Free-flow pass delegate.
- 11.8. 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 **DO NOT DISTURB** including This is Beyond Limited is entitled to protect its assets, revenues or Intellectual Property Rights.
- 11.9. Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be:
- 11.9.1. 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

- 11.9.2. 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
  - 11.9.3. 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
  - 11.9.4. sent by email to the email address specified in the Rules and Regulations (for **DO NOT DISTURB**) or in the Application (for the Free-flow pass delegate) 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.
  - 11.9.5. 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.
  - 11.9.6. 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.
- 11.10. 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.
- 11.11. This Contract is drafted in the English language. If this Contract is translated into any other language, the English language version shall prevail.
- 11.12. 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.
- 11.13. 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. **DO NOT DISTURB** will use the personal information provided to it in connection with this Contract and the provision of the Exhibitions in accordance with **DO NOT DISTURB** Privacy Policy.
- 12.2. The Free-flow pass delegate agrees to notify **DO NOT DISTURB** of any change to its contact information (including but not limited to its telephone and/or e-mail address).
- 12.3. The Free-flow pass delegate must not provide **DO NOT DISTURB** with personal information relating to others unless it is lawfully authorised to do so and has passed on a copy of **DO NOT DISTURB** Privacy Policy to those individuals.

- 12.4. The Free-flow pass delegate shall procure for its officers, employees, agents and contractors to provide appropriate authorisation under privacy laws to give their company and personal information to **DO NOT DISTURB** as compiled by the Free-flow pass delegate in their personal profile for the purpose of distribution to other participants in the Exhibition and to have them displayed in any Exhibition related publications.
- 12.5. The Free-flow pass delegate shall procure for its officers, employees, agents and contractors to provide appropriate authorisation under privacy laws to be photographed or videoed during the Free-flow pass delegate's participation at the Exhibition and that the resulting material may be used for promotional purposes in any media including without limitation in print, on the internet and any digital format. The Free-flow pass delegate confirms that it has all necessary personal authorisations required under clause 12.