

Event Terms and Conditions

The Event is organised and managed by Marine Exhibitions Limited, trading as IMarEST Events. Company No: 09235513 Registered Office 1 Birdcage Walk, London SW1H 9JJ.

1. How your Agreement with IMarEST Events (IMarEST) works

- a) Your agreement with IMarEST is made up of your application to register for the event (which for the purposes of this Agreement will be deemed to be the "Order Form") and these Terms and Conditions (this "Agreement").
- b) The services and products which constitute the Event are as described at the beginning of the Order Form.
- c) All orders are subject to you making full payment, and availability and acceptance by IMarEST. IMarEST reserves the right to accept or reject any order.
- d) You may apply to register yourself and other individuals for the Event. By submitting the Order Form, you agree, on your own behalf and as an agent on behalf of all persons for whom you are submitting an Order Form or who will be holding delegate passes ordered by you (you and each such person being a "Delegate Pass Holder"), to be bound by this Agreement. Where you apply to register other individuals for the Event and that registration is accepted, you warrant that each such individual being registered by you is aware of and agrees to be bound by and shall comply with this Agreement. You agree that you shall be liable for the failure by any such other individual to comply with this Agreement as if it had been your failure.

2. Confirmation of Registration

Subject to IMarEST's acceptance of your order IMarEST shall send you confirmation of your application to register for the Event within five (5) working days of IMarEST's receipt of the Order Form.

3. Fees, Packages, and Payment

- a) There is an entry fee payable for attending a event. These fees are set out on the Order Form or can otherwise be obtained from IMarEST upon request. All prices exclude VAT (or in country equivalent), which will be added to the fees payable at the prevailing rate at the time payment is made.
- b) Fees may be subject to change from time to time without notice to you.

- c) Whilst completing the Order Form, there may be an option to purchase different packages that differ in price and benefits. The Event website shall include further information on what is included in each package. It is your responsibility to choose the most appropriate package for your requirements and budget prior to your submission of the Order Form. IMarEST shall not accept any liability for incorrectly purchased packages and the changing of packages shall be at IMarEST's absolute discretion.
- d) Fees are payable by credit or debit card at the time of submission of the Order Form. If you prefer to pay by invoice, please email the events team on events@imarst.org, and IMarEST will issue the invoice within 5 working days. the to request this. Payment is due immediately on the date of issue of the invoice as set out in the invoice.
- e) If you submit an Order Form less than two (2) weeks before the date of the Event, IMarEST shall only accept payment by credit card at the time of submission of the Order Form, unless IMarEST expressly agrees otherwise in writing. If for any reason IMarEST has not received payment of the fees in full by the date of the Event, you shall be asked as a condition of being allowed to attend the Event to provide payment by credit card on the first day of the Event. No 'cooling-off' period applied to event bookings made where the event takes place in less than 14 days. IMarEST incurs costs in respect of all events it runs, even if you cancel or decide not to turn up. Cancellation and non-attendance penalties apply, and you may lose your event fee and/or deposit, or be charged a non-attendance fee of £30 to cover costs and administration.
- f) IMarEST reserves the right to reject your order and/or cancel your delegate pass at any time if payment is not received by IMarEST. For the avoidance of doubt, non-payment is not accepted by IMarEST as a form of cancellation.
- g) If You do not pay the fees within the specified period IMarEST may, in addition to IMarEST's other rights and remedies, charge interest on any outstanding fees at the rate of 5% per annum from the date such fees are outstanding until the date of full payment. Such interest shall accrue on a daily basis.

4. Delegate Passes

- a) IMarEST shall issue you with a delegate pass for use at the Event. Your delegate pass is valid for you as the named attendee only. Subject to Clause 4b below, delegate passes are not transferable, the resale of

delegate passes at any price is prohibited, and you shall not transfer your delegate pass to another event.

- b) If you are unable to attend the Event, IMarEST will accept a substitute delegate at no extra cost, provided that IMarEST has received payment of the fees in full. IMarEST reserves the right to refuse a substitution at IMarEST's absolute discretion.
- c) For security reasons, a Delegate Pass Holder may be asked for photographic identification and/or personal data during the Event. If an individual is unable to provide identification that matches the delegate pass, they may be asked to leave the Event.
- d) Entry and access to the venue at which the Event is held shall be subject to the venue's prevailing terms and conditions of entry and/or access.

5. Changes to the Event and Cancellations

- a) It may be necessary for reasons beyond IMarEST's reasonable control to alter the advertised content, date, timing or location of the Event, content and/or advertised speakers. IMarEST reserves the right to do this at any time, without notice.
- b) Where IMarEST alters the time, date or location of the Event, IMarEST will notify you of that alteration and IMarEST shall offer you the choice of either a voucher for a future event (up to the value of the fees paid in respect of your attendance at the Event booked for) or the opportunity to attend the Event as varied.
- c) Where IMarEST cancels the Event for any reason whatsoever, IMarEST will notify you of that cancellation and IMarEST shall offer you the choice of either a voucher for a future event (up to the value of the fees paid in respect of your attendance at the Event booked for), provided that such future event is within the period of 12 months from the date of cancellation of the Event, or a full refund of the fees paid in respect of your attendance at the Event booked for.
- d) IMarEST shall have no obligation to refund any fees paid where you cancel or do not attend the Event. Any balance of fees unpaid shall remain due and payable by you where have cancelled or not attended.
- e) IMarEST shall not be liable for any direct, indirect, special or consequential loss suffered by you, including but not limited to loss of profits, loss of or damage to data, loss of anticipated savings or interest, loss of revenue or loss of or damage to goodwill or for any indirect, special, economic or consequential damages, claims, losses or expenses of any kind, (including but not limited to airfare, hotel

accommodation costs, transport costs, travel time, business opportunity costs, loss of profits etc) if for whatever reason, the Event does not take place.

6. Cancellation by You

- a) if you are unable to attend the event, IMarEST will permit you to nominate an alternative delegate to attend in your place.
- b) the table below summarises our standard cancellation terms. IMarEST reserve the right to vary these terms, with any variation shown on the individual event booking site.

<u>Notice of Cancellation</u>	<u>Refund of Fee</u>	<u>Non-Attendance Fee applied</u>
Over 30 days before event	Fee minus 15%	No
Between 14 and 30 days before event	75% of Fee	No
Less than 14 days before event	No refund available	Yes if no Event Fee paid
None given - no show	No refund available	Yes if no Event Fee paid

- c) No refund will be made if we do not receive and acknowledge your written notification of cancellation. Under no circumstances will we reimburse you for any expenses incurred in making arrangements to attend the Event.

7. Event Content: Ownership and Use

- a) All rights in all, but not limited to, presentations, documentation and materials published or otherwise made available as part of or compiled or created as a result of the Event (including audio or audio-visual recording of the Event) ("Content") are owned by IMarEST or have been included with the permission of the owner of the rights.
- b) During the course of the Event, you may be recorded in a variety of media including still photography and audio. By this Agreement, you consent to being recorded in any media and agree that IMarEST may use any such recording for any purpose connected to the Event without your prior approval and with no obligation to compensate you for that use. IMarEST may write reports on the Event including as the basis for articles to be included in any of IMarEST's publications in digital or written or other format. IMarEST may produce articles regarding the Event which name and quote particular delegates and you consent to being named and quoted in any such article.
- c) Subject to this Clause 6, you may only use the Content for your own internal business purposes, in accordance with fair practice and only to

the extent reasonably required. You may not otherwise distribute, reproduce, modify, store, transfer or in any other way use any of the Content.

- d) Nothing in this Agreement permits you to, and you agree that you shall not:
- I. upload any of the Content into any shared system;
 - II. include any of the Content in a database;
 - III. include any of the Content in a website or on any intranet;
 - IV. transmit, re-circulate or otherwise make available any of the Content to anyone else;
 - V. make any commercial use of any of the Content whatsoever; or
 - VI. use Content in any way that might infringe third party rights or that may bring IMAREST or any of our affiliates into disrepute.

8. Content Disclaimers

- a) You acknowledge that the Content does not necessarily reflect IMarEST's views or opinions.
- b) You shall not rely on suggestions or advice contained in the Content in place of professional or other advice.
- c) Whilst IMarEST takes reasonable care to ensure that the Content which is created by IMarEST is accurate and complete, some Content is supplied by third parties and IMarEST is unable to verify its accuracy or completeness. You agree that you shall verify the accuracy of any information, whether created by IMarEST or third parties, before relying on it.
- d) The Content is provided on an 'as is' basis without any warranties of any kind, whether express or implied.
- e) To the extent that any Content is made available online by IMarEST, IMarEST reserves the right to suspend or remove access to such Content at any time.
- f) IMarEST excludes to the fullest extent permitted by law all liabilities costs, claims, damages, losses and expenses arising from any inaccuracy or omission in the Content or arising from any infringing, defamatory or otherwise unlawful material in the Content.

9. Limitation of Liability

- a) A Delegate Pass Holder voluntarily assumes all risk and danger incidental to the Event and the venue at which the Event is held whether occurring prior to, during or subsequent to the Event or the

Delegate Pass Holder's presence at the Event and the venue at which the Event is held, including any loss, damage or liability.

- b) IMarEST shall not be liable for any direct, indirect, special or consequential loss suffered by you, including but not limited to loss of profits, loss of or damage to data, loss of anticipated savings or interest, loss of revenue or loss of or damage to goodwill or for any indirect, special, economic or consequential damages, claims, losses or expenses of any kind, howsoever arising.
- c) IMarEST's aggregate liability to you in respect of all losses, liabilities or damage suffered by you arising out of or in connection with this Agreement, howsoever arising and whether in contract, negligence or other tortious action or otherwise, shall not exceed the value of the fees paid in respect of your attendance at the Event.

10. Indemnity

You shall indemnify and hold harmless IMarEST, IMarEST's employees, agents, officers, directors, representatives and IMAREST's affiliates against any loss, costs, claims, liabilities or expenses of any kind arising from or in connection with any act or omission by you, including any Delegate Pass Holder registered by you and/or substitute delegates, during or otherwise in relation to the Event, and/or which may be suffered or incurred arising out of or in connection with your breach of this Agreement.

11. Data Protection

By submitting the Order Form and choosing to opt in to receive further relevant information from IMarEST's Event partners or sponsors, you and any delegates that form part of your booking, agree that any personal data or data, including name, address, email and mobile number used by you or any other delegates that form part of your booking, during or in connection with the Event will be used by IMarEST for the purposes of the Event, which shall include:

- A. processing in accordance with IMarEST's Privacy Policy which can be found on IMarEST's website;
- B. contacting you about relevant products and services based on legitimate interest via telephone or email. You will be able to opt out in all future communications at any time;
- C. sharing your name, job title, organisation and email with IMarEST's Event partners or sponsors for the purpose of contacting you about relevant products and services;
 - I. sharing your job title and organisation with IMarEST's Event speakers;

- II. sharing your name, job title, organisation and email with IMAREST's Event partners in charge of organising a partner session or an interactive discussion group during the Event;
- III. publication of the list of delegates, including your name, job title, and organisation in the Event guide provided to Event attendees at the Event; and
- IV. announcement of IMarEST's business relationship with you publicly, including by announcements on social media.

12. Force Majeure

IMarEST shall not be liable to you for any failure or delay in performing IMAREST's obligations where such failure or delay results from any cause that is beyond IMAREST's reasonable control. Such causes include, but are not limited to; power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, pandemic, governmental action or any other event that is beyond IMarEST's reasonable control.

13. Anti-Bribery and Anti-Corruption

- a) You warrant that you shall:
 - I. comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption;
 - II. comply with such of IMarEST's codes of conduct and anti-bribery and anti-corruption policies as are notified to you from time to time; and
 - III. promptly notify IMarEST of any request or demand for any undue financial or other advantage of any kind received by you or on your behalf in connection with this Agreement.
- b) IMarEST pledges to trade legally and respect all laws including the Trade Sanctions imposed by the UK Government. IMarEST cannot accept bookings if this contravened any active UK Government sanctions. IMarEST reserves the unconditional right to refuse to accept a booking in this instance.
- c) Notwithstanding anything else in this Agreement, a breach of any of the provisions of the Bribery Act 2010 will be deemed a material breach of this Agreement.

14. Dispute Resolution

- a) If a dispute arises out of or in relation to this Agreement or the Event, neither IMarEST nor you will start court proceedings (except

proceedings seeking interlocutory relief) unless IMarEST or you have complied with this Clause 13.

- b) Any party claiming that a dispute has arisen must first notify the other party in writing or email, giving details of the dispute and its proposal for a resolution (“Initial Notice”).
- c) For a period of fourteen (14) days after the Initial Notice is given (“Initial Period”), each party must use all reasonable endeavours to resolve the dispute. The parties agree to conduct discussions using a virtual platform like Zoom or Teams should it be inconvenient for either party to discuss in person.
- d) If the dispute remains unresolved at the end of the Initial Period, the dispute shall be referred to mediation in the United Kingdom. . The mediation will take place in the English language and the parties agree to be bound by any settlement agreement reached. The parties agree to mediate using a virtual platform like Zoom or Teams should it be inconvenient for either party to mediate in person.
- e) If the dispute is not resolved within sixty (60) days after a request for mediation has been submitted, the dispute may be submitted to the jurisdiction of the United Kingdom Courts and IMarEST or you hereby submit irrevocably to their exclusive jurisdiction.

15. General Terms

- a) This Agreement shall be governed by the laws of England and Wales.
- b) IMarEST reserves the right to revise this Agreement at any time, without notice.
- c) The documents comprising this Agreement, together with any documents referred to herein, contain the entire agreement and understanding between IMarEST and you and supersede all prior agreements, understandings or arrangements, both written and oral, relating to the subject matter of this Agreement.
- d) In the event of any conflicting terms between the Order Form and these Terms and Conditions, these Terms and Conditions shall prevail.
- e) You agree that in entering into this Agreement, you have not relied on, and will have no remedy in respect of, any statement, representation, warranty, understanding, promise or assurance, whether negligently or innocently made, of any person other than as expressly set out in this Agreement.
- f) Notices required under this Agreement shall be sent by email to the email address on the Order Form or as otherwise agreed in writing for such purpose. Notice by email is deemed effective three hours from

transmission. IMarEST may also give you notice via IMarEST's website, and such notice is deemed effective at the time at which it is published on IMarEST's website. You agree to the electronic means of communication, as set out above, and you acknowledge that any communications that we send to you electronically comply with any legal or contractual requirement that such communication be made in writing.

- g) You may not assign, sub-license, subcontract or otherwise transfer to any third party, including any company within your corporate group, if applicable, any of your rights or obligations under this Agreement. IMarEST may assign, sub-license, subcontract or otherwise transfer to any third party, including any company within our corporate group, any of IMarEST's rights or obligations under this Agreement at any time, without notice.
- h) The terms of this Agreement are severable and if any provision or identifiable part of any provision is held to be wholly or partly invalid or unenforceable by any court of competent jurisdiction, this will not affect the validity or enforceability of the remaining provisions or identifiable parts thereof in this Agreement.
- i) The termination or expiration of this Agreement shall not affect the continuance in force of any provision of this Agreement which is expressly or by implication intended to survive termination.