2020 Delegate Booking - Terms and Conditions

1. INTRODUCTION

1.1 Money20/20 Europe (the "Event") is organised and managed by Ascential Events (Europe) Limited, a company registered in England and Wales with registration number 07814172 and registered office at c/o Ascential Group Limited, The Prow, 1 Wilder Walk, London, W1B 5AP, United Kingdom ("Ascential").

1.2 References to "us" means Ascential and references to "we" and "our" shall be construed accordingly. Reference to "you" means the entity completing a booking request and references to "your" shall be construed accordingly.

2. BOOKING AND ONLINE ACCOUNTS

2.1 You may request a delegate place at the Event online by completing the online booking form and submitting it.

2.2 All booking requests at the Event are subject to availability. If you have completed your booking request correctly in accordance with the terms of this Agreement, if there is availability at the Event and if you have made the requisite pre-payment (or provided us with credit/debit card details and authorisation to deduct payment) a confirmation email will be sent to you within 5 working days from receipt of your booking request ("**Confirmation Email**"). Your booking is confirmed (a "Confirmed Booking") when we send this email. We reserve the right to cancel your **Confirmed Booking** in the event an invalid or incorrect discount code is received when requesting a delegate place in accordance with clause 2.1, If there is no availability at the Event we will send you an email within 5 working days from receipt of your booking request informing you that this is the case (a "**Booking Rejection**").

2.3 When requesting a delegate place for the Event, you acknowledge and agree that you are purchasing a delegate pass and shall be attending the Event in a business to business capacity.

2.4 When you request a delegate place for an Event online you may be given a unique username and/or password giving you access to an online website account (your "Account"). You must keep your username and password confidential at all time as you are responsible for all activities undertaken through your Account. You agree to log-off from Account at the end of each session and to email us immediately at <u>Europe@money2020.com</u> if you become aware of any unauthorised use of your username/password and/or Account. We cannot and are not liable for any loss or damage arising from your failure to comply with these requirements

3. PRICES AND PAYMENT

3.1 Prices are set out on the booking form and/or the Event website. Payment may be made by either credit or debit card. Credit/debit card details and authorisation to deduct payment must be given at the time you submit your booking form. Please inform us at the time of your booking request if you require an invoice in respect of your booking. Invoices only refer to the currency in which payment has been made.

3.2 Prices may change from time to time. If the price of a delegate place increases or decreases before we issue a Confirmation Email we will notify you and ask you to confirm whether you wish to proceed with your booking based on the revised price.

3.3 Discounts may be offered from time to time but you may only use one discount per Event. Discounts apply to new bookings only; the price in respect of a Confirmed Booking cannot be altered. For the avoidance of doubt, discount codes are only valid at the time of booking and will not be applied retrospectively.

3.4 All prices are subject to local taxes where appropriate.

3.5 Where you receive a Booking Rejection we will (to the extent that you have made payment) refund your payment within a reasonable time from the date of the Booking Rejection.

3.6 Once we issue a Confirmation Email you are liable for all outstanding payments (if any) for your delegate place, whether or not you attend the Event. For the avoidance of doubt, you will not be entitled to a refund once we have issued a Confirmation Email.

4. CHANGES TO THE EVENT AND CANCELLATION POLICY

4.1 It may be necessary for reasons beyond our reasonable control to alter the advertised content, timing and/or location of the Event or the advertised speakers. We reserve the right to do this at any time and, where we alter the time and/or location of the Event, we will provide you with notice of the same and will offer you the choice of either a credit for a future event of your choice (up to the value of sums paid by you in respect of the Event) or the opportunity to attend the Event as varied. 4.2 For the avoidance of doubt, you will not be entitled to a refund once we have issued a Confirmation Email if you are later unable to attend the Event nor will you be entitled to receive a credit for a future event of your choice.

4.3 If you are unable to attend the Event we try in most circumstances to allow substitute delegates to attend in your place. A cost of 100 EUR plus VAT will be applied to each amendment requested within 30 days of the Event. Please notify us by email to: <u>Europe@money2020.com</u>with the name and job title of both the registered delegate and the replacement delegate and we will confirm if the substitution is possible; this notification must be received by us no later than 1 week prior to the Event or we will be unable to offer a substitute delegate place.

4.4 Your Event badge is personal to you and once you have received your Event badge onsite it cannot be amended, substituted or reissued to a third party. For the avoidance of doubt, you shall not be permitted to use an Event badge other than the badge issued to you and which displays your name. We reserve the right to remove you from the Event if you are found to be using an Event badge which has been issued to a named third party.

4.5 You will not be entitled to a refund of the registration fees if, after we issue a Confirmation Email, you are appointed as a speaker at the Event.

4.6 Where you receive a complimentary Event pass as part of any sponsorship rights granted to you pursuant to a sponsorship contract, after we have issued a Confirmation Email in relation to your delegate booking, you will not be entitled to a refund nor will you be permitted to substitute such

delegate pass with the complimentary Event pass granted to you under any such sponsorship contract with us.

4.7 We shall not be liable to you for travel, accommodation or other costs and expenses incurred (included wasted costs and expenses) by delegates if we are required to cancel or relocate the Event as a result of an event outside our reasonable control (including, without limitation, due to acts of God, severe weather, fire, explosion, military or terrorist acts (or threats of any such acts), any industrial action or widespread illness).

4.8 Where you receive a credit in accordance with Clause 4.1 such credit must be used by you to book a delegate place at an event within 18 months from the date of issue. Following such 18 month period the credit will expire.

5. CONTENT

5.1 All rights in all presentations, documentation and materials published or otherwise made available as part of the Event (including but not limited to any audio or audio-visual recording of the Event) ("Content") is owned by us or is included with the permission of the owner of the rights. No (i) photography, filming or recording; or (ii) republication, broadcast or other dissemination of the Content is permitted. You shall not distribute, reproduce, modify, store, transfer or in any other way use any of the Content (save that use by the relevant delegate for internal business purposes shall be permitted), and in particular (but without limitation) you shall not (and shall procure that each of your delegates shall not):

5.1.1 upload any Content into any shared system;

5.1.2 include any Content in a database;

5.1.3 include any Content in a website or on any intranet;

5.1.4 transmit, re-circulate or otherwise make available any Content to anyone else;

5.1.5 make any commercial use of the Content whatsoever; or

5.1.6 use Content in any way that might infringe third party rights or that may bring us or any of our affiliates into disrepute.

5.2 The Content does not necessarily reflect our views or opinions.

5.3 Suggestions or advice contained in the Content should not be relied upon in place of professional or other advice. Whilst we take reasonable care to ensure that the Content created by us is accurate and complete, some of it is supplied by third parties and we are unable to check its accuracy or completeness. You should verify the accuracy of any information (whether supplied by us or third parties) before relying on it. The Content is provided on an "AS IS" basis without any warranties of any kind (express or implied). We hereby exclude to the fullest extent permitted by law all liabilities, costs, claims, damages, losses and/or expenses arising from any inaccuracy or omission in the Content or arising from any infringing, defamatory or otherwise unlawful material in the Content.

5.4 To the extent that any Content is made available by us online we reserve the right to suspend or remove access to such Content at any time.

6. PUBLICITY RIGHTS

You acknowledge that we shall be entitled to record, film or photograph the Event and agree to waive any rights arising under the laws of any jurisdiction. You grant to us an irrevocable, worldwide, royalty-free licence to make such use of your name, voice, biography and likeness in any media and any recording, filming or photography of the Event as is reasonably required in connection with the exploitation, advertising and promotion of the Event and Money20/20.

7. LIABILITY

7.1 Subject to Clause 7.4, our aggregate liability to you, whether such liability arises in contract, tort (including negligence) or otherwise, for any damages, loss, costs, claims or expenses of any kind howsoever arising, out of in connection with any booking (or requested booking) made by you or otherwise in relation to the Event, shall be limited to the price paid by you in respect of the applicable Confirmed Booking.

7.2 Subject to Clause 7.4, we shall not be liable to you for (i) any loss of profit, loss of or damage to data, loss of anticipated savings or interest, loss of or damage to reputation or goodwill or; (ii) any indirect, special or consequential damages, loss, costs, claims or expenses of any kind.

7.3 You agree to indemnify us, our staff and our affiliates and to hold us harmless to the fullest extent permitted by law, against all loss, costs, claims or expenses of any kind arising from any act or omission by you (including your delegates) during or otherwise in relation to the Event.

7.4 Nothing in this these Terms and Conditions shall limit or exclude either party's liability for:

7.4.1 death or personal injury caused by that party's negligence, or the negligence of that party's employees, agents or subcontractors;

7.4.2 fraud or fraudulent misrepresentation; or

7.4.3 any other liability which cannot be limited or excluded by applicable law.

8. GENERAL

8.1 These Terms and Conditions (together with any documents referred to herein or required to be entered into pursuant to these Terms and Conditions, including without limitation any booking form) contains the entire agreement and understanding between us and supersedes all prior agreements, understandings or arrangements (both oral and written) relating to the subject matter of these Terms and Conditions and any such document.

8.2 You acknowledge that in booking a delegate place you have not relied on, and shall 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 these Terms and Conditions.

8.3 These Terms and Conditions shall not create, nor shall they be construed as creating, any partnership or agency relationship between us.

8.4 You accept that communication with us may be electronic. We may contact you by e-mail or provide you with information by posting notices on our website. You agree to this electronic means of communication and you acknowledge that all such communications that we provide to you electronically comply with any legal or contractual requirement that such communication be made in writing.

8.5 Save as set out in Clause 4.3 you are not permitted to re-sell, transfer, assign or otherwise dispose of any of your rights or obligations arising under these Terms and Conditions.

8.6 You agree that, unless otherwise set out in this Agreement or agreed in writing between us: (i) the terms of this Agreement; and (ii) all technical, financial and other information or data provided to you by or in respect of Ascential or the Event in connection with this Agreement (together the "Confidential Information"); shall be treated in the strictest confidence by you. Unless otherwise approved in writing by Ascential, you shall not share the Confidential Information with any other party. The restrictions set out in this clause 9.6 shall not apply to any Confidential Information that (i) is or subsequently becomes available to the general public other than through a breach of this Agreement by you; or (ii) is developed through your independent efforts without reference to the

Confidential Information; or (iii) that you rightfully receive from a third party without restrictions as to its use.

8.7 You acknowledge and agree that whilst we may refer you to accommodation providers in connection with your booking for a delegate place, we are not responsible for (i) the provision of accommodation, (ii) the quality or appropriateness of the accommodation, and (iii) (subject to Clause 8.4) any loss or damage you may suffer or incur as a result of your use of the accommodation. You acknowledge and agree that we are not acting as agent on behalf of any accommodation provider in respect of any booking you make with an accommodation provider. Further, you acknowledge and agree that any contract for booking accommodation is made between you and the relevant accommodation provider.

8.8 These Terms and Conditions and the rights and obligations of both parties shall be governed by, and construed in accordance with, the laws of

England and Wales and both parties irrevocably agree to submit to the exclusive jurisdiction of the courts of England and Wales in respect of any dispute which arises hereunder

9. PRIVACY POLICY

Please click <u>here</u> for our privacy policy. You agree (and shall be responsible for ensuring that each of your delegates consent to the fact) that we shall be able to use information you provide to us to prepare and distribute a delegate list which may be published anywhere in the world including on our website.