

## 1 Process for entering into Contracts, Eligibility

- 1.1 These Terms apply to and govern any membership (“**Membership**”) to the LIONS Membership Platform (the “**Platform**”) including tickets to our digital events (“**Digital Events**”) and content on our platform and otherwise sent to you (“**Platform Content**”).
- 1.2 The details of your Membership will be set out in an **Order Form**. These Terms may include **Module Terms** governing the provision of additional services such as sponsorship and advisory services included in the Order Form.
- 1.3 No other terms and conditions, (including your own terms, the pre-printed terms on the back of any PO, or those implied), will apply to an Order Form or your Membership unless we have agreed in writing.
- 1.4 When we accept your Order Form, a legally binding contract comes into place consisting of the Order Form, these Terms and any relevant Module Terms (a “**Contract**”).
- 1.5 The Contract will be with one of the following Ascential group companies (in each case referred to as “**we**”, “**us**”) depending where you are located:

Country	Ascential contracting entity
UK, Europe and APAC	Ascential Events (Europe) Limited (Company number 07814172) with registered office c/o Ascential Group Limited , The Prow, 1 Wilder Walk, London, W1B 5AP
North America, LATAM excl. Brazil	Ascential Inc. (Delaware File No.: 4123379) with registered address 251 Little Falls Drive, Wilmington, New Castle, Delaware, DE19808, United States and a principal place of business at 1801 Porter Street, Suite 300, Baltimore, Maryland MD 21230
Brazil	Ascential Serviços de Informação Ltda, Rua Tabapuã 841, Conjunto 15, 1º Andar, São Paulo, Brazil 04533-013 CNPJ: 15/536.968/0001-04

- 1.6 If you have any queries concerning these Terms you may contact us at [membership@lionscreativity.com](mailto:membership@lionscreativity.com).
- 1.7 Certain Memberships are available only to winners: **1954, Young Lions 1954 Membership and LIONS Membership for Winners**. A winner is an individual explicitly listed on the credits (i.e. not just listed by company) of a Bronze, Silver, Gold or Grand Prix *Lions* winning entry. We can reject your application for such a Membership if you are not a winner. For any questions on eligibility, please email us at [1954@lionscreativity.com](mailto:1954@lionscreativity.com).
- 1.8 You may authorise your employees, agents and independent contractors (the “**Users**”) to use the Platform within your Membership, provided that the maximum number of Users does not exceed the maximum number set out in the Order Form.
- 1.9 To be eligible to purchase a **Young Lions Membership**, the User must be aged 30 years old or under on the date of purchase. Proof of age (e.g. a copy of your passport or driving licence) must be provided when signing up to a Young Lions Membership. If we are unable to verify age or determine in our sole discretion that the proof of age provided is not satisfactory, then we reserve the right to reject your order. In the event of a dispute concerning the eligibility of a Young Lion our decision shall be final. If you turn 31 years old during a Membership period and do not provide notice to cancel your Membership in accordance with clause 2.2 of these Terms, then your Membership will automatically be upgraded and renewed for a further 12 months as a “Standard” Membership in the equivalent membership category and charged at the prevailing rate.

## **2 Term and Termination**

- 2.1 A Membership starts on the Start Date specified in the Order Form (the “**Start Date**”) and unless terminated in accordance with these Terms automatically renews under clause 2.2.
- 2.2 **Unless you provide at least 90 days’ written notice that you do not want your Membership to renew at the end of the Membership period, then your Membership will automatically renew for an additional 12 months on expiry of the original Membership period and each subsequent anniversary thereafter. This will not prevent early termination in accordance with these Terms.**
- 2.3 Neither party is entitled to terminate, suspend or vary a Contract other than in accordance with these Terms.
- 2.4 A party may immediately terminate a Contract by giving the other party written notice if the other party materially or repeatedly breaches the terms of that Contract, and, (where the breach(es) are capable of remedy), fails to remedy such breach(es) within 10 days of receiving written notice requesting remedy of the breach(es).
- 2.5 A party may immediately terminate a Contract if the other party cannot pay its debts as they fall due, has a petition for winding up or an administration order presented against it or passes a resolution for winding up or calls any meeting of its creditors or proposes to make any arrangement with its creditors, has a receiver (administrative or otherwise) or an administrator appointed over all or any part of its business or assets, or goes into liquidation or any event having a similar effect to any of the foregoing applies to a party under the laws of any jurisdiction.
- 2.6 Without prejudice to the other provisions in these Terms, we may terminate your Membership at the end of the current Membership period on notice to you; and/or suspend your Membership (in whole or in part) if we reasonably believe that you have breached any of these Terms until such time as you remedy such breach.

## **3 Our warranties**

- 3.1 We warrant that we will use reasonable skill and care in providing the Membership. Each Subscription has different benefits and you should carefully check the Order Form properly sets out the Membership you require. However, we may from time to time replace certain benefits of a Membership with comparable benefits to an equivalent without any liability.
- 3.2 Other than expressly stated otherwise in these Terms, you acknowledge that it is your sole responsibility to determine that the Platform meets your business requirements and, to the fullest extent permissible by law and without limitation, we give no warranties that the Platform will be fit for purpose, of satisfactory quality, uninterrupted or error free save where expressly set out in these Terms.
- 3.3 We make no representations or warranties regarding the reliability, availability, timeliness, suitability, accuracy or completeness of the Platform or the results that you may obtain by using it.
- 3.4 You acknowledge that the Platform may be subject to limitations, delays, loss or corruption of information and other problems inherent in the use of electronic communications facilities. Except where expressly provided otherwise, the Platform is provided on an "as is" basis. You are solely responsible for ensuring that the Platform is appropriate and suitable for your needs.
- 3.5 From time to time, we may temporarily suspend for the purpose of emergency repair, maintenance or improvement, all or part of the Platform without notice; and/or temporarily suspend all or part of the Platform for scheduled support and maintenance.

3.6 We will use reasonable endeavours to maintain the Platform free of viruses but we do not warrant or represent that no viruses or other contaminating or destructive materials or elements will be transmitted to you or that your computer system will not be damaged or that defects will be corrected. Accordingly, we recommend that you implement and operate your own commercially reasonable and up-to-date virus prevention precautions and measures when accessing the Platform. You agree to communicate these recommendations to your Users.

## **4 Accounts**

4.1 You will need to set up an account in order to use and access the Platform. To set up an account, you will need to register by submitting certain information and choosing a password.

4.2 You shall ensure that each of your Users complies with these Terms and you shall defend, indemnify and hold us harmless against claims, actions, proceedings, losses, damages, expenses and costs (including court costs and reasonable legal fees) arising out of or in connection with your breach of these Terms, any breach by your Users of these Terms and/or the User Content Guidelines Module.

4.3 You agree, accept and understand that:

4.3.1 you will ensure that information provided to, and held about you and your Users by us is accurate and up to date;

4.3.2 you and your Users are and shall remain responsible for maintaining the confidentiality of all account credentials and must not share or permit access to the Platform by any other person; and

4.3.3 you are solely liable for any use of the Platform using the accounts accessed through your Membership.

4.4 Without prejudice to the requirements as set out in these Terms, you are responsible for ensuring that you and Users have an adequate internet connection and that the devices you use have sufficient system capabilities and memory in order to, as each are applicable, stream, virtually attend and/or interact as intended with a Digital Event.

4.5 You must ensure that your systems meet all relevant technical specifications necessary for you and your Users to use and receive the Platform Content. We are not liable to you if you are unable to receive the Platform Content for any reason outside of our control, including your failure to use appropriate equipment or insufficient bandwidth. You should check your junk folder for the Platform Content that we send you and ensure that your system and/or settings are not set to block or discard the Platform Content. If you do not receive the Platform Content from us, you should contact us accordingly, and our sole liability to you shall be to resend the Platform Content in question.

4.6 We may freely use any anonymous data that we learn, acquire or obtain in connection with your Membership to improve, review and analyse the use of the Platform.

## **5 Membership**

5.1 We grant you a non-transferable, non-exclusive, non-assignable, revocable, world-wide, royalty free limited licence, without the right of sub-licence, to access and use the Platform and the Platform Content for your own internal purposes during the term of your Membership.

5.2 You are not entitled to:

5.2.1 sell your Membership or Platform Content;

5.2.2 transfer your Membership; or

- 5.2.3 any refund, exchange or alternative, where you miss a Digital Event due to circumstances outside of our control (for example, you fail to attend at the relevant date and time).
- 5.3 Unless otherwise specified for the particular Digital Event in our Platform, your Digital Event access is for one person on a single occasion at a specified date and time.
- 5.4 If you decide to cancel access to a Digital Event for convenience (such as because you no longer wish to attend), please let us know, but you will **not** be entitled to a refund.
- 5.5 If we have to cancel a Digital Event we will, at our discretion, either:
- 5.5.1 reschedule the Digital Event, such as Lions Live; or
- 5.5.2 refund you the cost of the Digital Event in full or refund you on a pro rata basis for the unavailable period of the Digital Event.
- 5.6 We may temporarily discontinue the Platform, or a Digital Event at any time for the purposes of upgrades, maintenance or other service administration reasons in our absolute discretion. We will use our reasonable endeavours to limit the duration of any such discontinuance.
- 5.7 Lions award winners (“**Winners**”) can connect with one another using the Winners messaging function in the Platform. If you are a Winner your profile will feature on the winner’s directory in the Platform (“**Directory**”). Your profile will include your name, job title, company, city and country, alongside any additional information you choose to provide. If another Winner chooses to message you, the message will be sent via the “Messages” tool featured in the Platform. If you choose to reply, all further communication will continue through the “Messages” tool in the Platform. All Winners can opt out at any time by disabling their Directory profile in the “My Account” section of the Platform. If you choose to opt out, this will disable contact from other Winners and deny access to the Directory listing. Your profile information will no longer be visible in the Directory. We reserve the right to deny access and remove any Winners from the Directory for inappropriate use. You agree to use the Directory respectfully and solely to network, exchange ideas and contact details where appropriate.
- 5.8 Certain Digital Events may be appropriate for adult audiences only. Age restrictions relevant for each Digital Event may be made available on the Digital Event’s page and/or in descriptions available on the Platform. To attend the Digital Event, you must be of an age which meets or exceeds the minimum age restriction relevant to that Event.

## **6 Behaviour and Conduct**

- 6.1 You **must not** and shall ensure at all times that the Users shall not do any of the following:
- 6.1.1 sell or attempt to sell, sub-licence, rent, loan, exchange, transfer or otherwise deal with tickets or Memberships outside of our Platform;
- 6.1.2 photograph, film, record, copy, reproduce, communicate, reverse engineer, publish, stream, distribute, derive source code from, modify, adapt, disassemble, decompile, create derivative works from or otherwise deal with any materials made available to you during, for or in connection with any Digital Event;
- 6.1.3 attempt to gain unauthorised access to an Event, any portion of a Digital Event, any Digital Event-related materials or any part of our Platform, including by using bots, hacks, exploits, software or any other materials or methods whatsoever designed to grant unauthorised access or to modify, interfere with or otherwise negatively impact on the ordinary operation of our Platform and the Digital Event;
- 6.1.4 intimidate, threaten, bully, harass or otherwise materially negatively impact the enjoyment of other Digital Event attendees or attempt to do any of these; or

- 6.1.5 use or attempt to use the Digital Event or any Digital Event-related materials for any illegal or immoral purposes.
- 6.2 We reserve the right, acting reasonably, to decide whether a particular state of affairs falls within the scope of the restrictions set out in clause 6.1 above.

## **7 Contributions**

- 7.1 The Platform may allow you, the Users and other users of the Platform to submit content for use in or via the Platform or otherwise by us or third parties (each a “**Contribution**”) provided that such Contributions are always in accordance with our User Content Guidelines Module. To the extent that such Contributions are permitted by the Platform, you acknowledge that we are involved in the transmission, storage, retrieval, hosting, formatting or translation of such third party communications, without review, selection or alteration of the content of the communication, for which the Platform is a mere conduit. By using the Platform, you agree we have no responsibility to review the content of any Contributions and that all Contributions are made available on the basis that we are not required to and do not exercise any control in respect of their content.
- 7.2 We shall be entitled to remove, restrict, suspend or alter any user account and/or any Contribution for any reason in our absolute discretion including because conduct or content associated with such account or Contributions might be unacceptable, false or inaccurate.
- 7.3 You agree that we may use, publish, edit, modify and adapt the Contributions you and any User makes available, posts to or transmits through the Platform for the purpose of providing and marketing the Platform and our products or services to you and others. You grant to us a perpetual, irrevocable, transferable, unrestricted non-exclusive right and licence to use your Contributions in that way.
- 7.4 You agree and undertake that you are entitled to make available, or post to or transmit to the Platform your Contributions and will not make available, or post to or transmit to the Platform any statement, material or other Contributions, nor use the Platform in any way, that is in contravention of the User Content Guidelines Module.
- 7.5 You agree and undertake to accurately categorise your Contributions and ensure that your Contributions comply with all applicable laws and regulations and, where appropriate, are uploaded with suitable warnings and notices.
- 7.6 If you discover Contributions which you believe contravene the terms of these Terms or the User Content Guidelines Module please notify us via the email address [membership@lionscreativity.com](mailto:membership@lionscreativity.com).

## **8 Platform restrictions**

- 8.1 In using the Platform, you agree that you and the Users shall not:
  - 8.1.1 hack, attempt to hack, modify, adapt, merge, translate, disassemble, decompile or reverse engineer or create derivative works out of any part of the Platform or the Platform Content or information contained in it, to the fullest extent permitted by applicable law;
  - 8.1.2 make the Platform available to any third party, whether directly or indirectly;
  - 8.1.3 use or deal in the Platform except as permitted by these Terms;
  - 8.1.4 make any other commercial use of the Platform, or any part of it, without our prior written consent;

- 8.1.5 use the Platform or process or use the Platform Content or information contained on or within the Platform unfairly or for any illegal or immoral purpose;
  - 8.1.6 sell, distribute, reproduce, transfer, publicly display, translate, modify, adapt, create derivative works from, deconstruct, reverse engineer, decompile or disassemble, rent, lease, loan, sub-license or otherwise deal in copies or reproductions of the Platform or the Platform Content in any way including to build or support, and/or assist a third party in building or supporting, products or services competitive to us, or use (or permit the use of) the Platform Content to generate any statistical information which is sold or otherwise made available to any third party, except as expressly permitted by these Terms;
  - 8.1.7 remove, delete, obscure, disable, modify, add to or tamper with any program code or data, copyright, trade mark or other proprietary notices and legends contained on or in the Platform or the Platform Content;
  - 8.1.8 create or attempt to create software which replicates or mimics any data or functionality in the Platform;
  - 8.1.9 remove, disable or circumvent any copy protection software contained on or within the Platform or the Platform Content; and
  - 8.1.10 falsely or inaccurately represent yourself both on the Platform and to other Users.
- 8.2 Notwithstanding clause 8.1, you may reverse engineer, decompile or disassemble the Platform only insofar as you are entitled to do so by the Copyright, Designs and Patents Act 1988 or other applicable law.
- 8.3 All works or copies of works arising from activities permitted by clause 8.2 shall belong to us on creation, and you shall permanently delete all such works in your possession or control immediately once you have concluded those activities. You assign (by way of present and, where appropriate, future assignment) all such rights to us.
- 8.4 From time to time we may automatically update the Platform and change the service to improve performance, enhance functionality, reflect changes to the operating system or address security issues.

## **9 Fees and Payment**

- 9.1 Unless otherwise agreed in writing, we may invoice you for your Membership in full and in advance.
- 9.2 You must pay each undisputed invoice by the date agreed in the Contract; or if no such date has been agreed, within 30 days of the date of the invoice.
- 9.3 You are not entitled to set-off any amount we owe you against any amount you owe us.
- 9.4 A party may charge the other interest on any late payments. Interest accrues each day from the original due date for payment until the actual date the overdue amount is paid at a rate equal to the lesser of 1.0% per month and the maximum rate permitted by applicable law.
- 9.5 You must reimburse us for any reasonable costs and expenses we incur in recovering any late payments from you. On your written request we will provide evidence of such costs and/or expenses.
- 9.6 We may suspend the Contract if you owe us anything, from 14 days of the date the debt became overdue.
- 9.7 On termination of a Contract anything you owe us in relation to the Contract will become due immediately. We may recover from you any costs we incur in collecting overdue monies from you.

- 9.8 Amounts payable by you in relation to a Contract are exclusive of VAT, sales, use and any similar taxes unless expressly agreed in writing as part of the Contract. If you do not pay such taxes you will be responsible for their payment to relevant authorities. We reserve the right to collect taxes and our reasonable costs of collection from you at any time, except with respect to any taxes based on our net income. In certain jurisdictions, we may be required to collect and remit sales tax in connection with your purchase of Services and Deliverables. Any such taxes will be added to the fees and reflected on your invoice.
- 9.9 Following the first anniversary of the Start Date, we may automatically increase any Membership fees by an amount not exceeding the lower of (a) the percentage increase in the applicable price index in the preceding year plus 5%; and (b) the maximum amount permitted by law.
- 9.10 You must provide a current, valid, accepted method of payment, which you may update from time to time. Unless you cancel your Membership before your recurring billing date pursuant to clause 2.2, you authorise us to charge your next year's Membership fee to your method of payment on a recurring basis corresponding to the date that your Membership commenced.

## 10 Intellectual property

- 10.1 No intellectual property rights whatsoever including copyright, design rights, data base rights and trade marks shall transfer to you or your users under a Contract.
- 10.2 We grant you a non-transferable, non-exclusive, non-assignable, revocable, world-wide, royalty free limited license, without the right of sub-license, to access and use the Platform or the Platform Content we provide to you under a Contract for your own internal purposes during the term of the Contract.
- 10.3 Any rights not expressly granted herein are reserved by us. To the extent that you acquire any right, title, or interest in or to any of our property (other than with respect to such limited license), you assign and convey all such right, title and interest therein to us.
- 10.4 You shall promptly notify us of any claim, notification or allegation that you receive that your use of or access to the Platform in accordance with these Terms infringes the copyrights, design rights or trade marks of any third party (a **Claim**). You shall (a) not make any admission of liability, agreement, settlement or compromise in relation to a Claim without our prior written consent; (b) give to us and our professional advisers all reasonable assistance as may be required in relation to a Claim; (c) at our request, give us the exclusive control and right to defend a Claim and make settlements in relation to a Claim; and (d) mitigate your losses in relation to a Claim, including where requested to do so by stopping using the Platform Content that is the subject of the Claim. On receipt of such a notice, we shall at our sole expense either procure for you the right to continue accessing and using the Platform Content or modify or replace the infringing part of the Platform Content to avoid the infringement. Subject to the provisions of this clause 10.4, we shall indemnify, defend and hold you and your Users harmless from and against any and all liabilities, claims, costs and expenses (including legal expenses and lawyers' fees) incurred by you in connection with any Claim. The provisions of this clause 10.4 shall not apply to any Contribution or any third party content on the Platform.
- 10.5 We acknowledge that anything you provide to us to enable us to perform our obligations pursuant to a Contract; (the "**Customer Materials**") are your property and that you own all rights in and to the same.
- 10.6 You shall indemnify, defend and hold us and our affiliates, officers, directors, owners, licensors, service providers, partners, contractors, employees, agents and licensees (collectively, the "**Indemnified Parties**") harmless from and against any and all any liabilities, claims, costs and expenses (including legal expenses and lawyers' fees) incurred by the Indemnified Parties in connection with any claim arising out of any breach by you of these Terms or claims

arising directly or indirectly from your misuse of a Membership. You shall fully cooperate with us in the defence of any such claim and we reserve the right, at our own expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you.

- 10.7 You further agree that the subject matter of these Terms is of a unique character with special value and that we would be irreparably damaged if these Terms were not specifically enforced, and therefore you agree that we shall be entitled, without bond, other security, or proof of damages, to appropriate equitable remedies (including injunctive relief) with respect to breaches of these Terms, in addition to such other remedies as we may otherwise have available under applicable laws.
- 10.8 Our licensors shall be third-party beneficiaries under these Terms and shall have the express right to enforce the provisions of these Terms and to enjoy the benefits of their protections.
- 10.9 The Platform or Digital Events may include intellectual property, or references, relating to third parties such as (without limitation) real-world events, people, organisations, places, stadia, venues, companies and competitions or other real-world references. Except where we may have licensed rights from the relevant party, we do not represent that we have a connection with or any arrangement with such rights owners. We may in some instances make limited use of unlicensed third party intellectual property for the limited purposes of providing information about and/or to identify real-world facts in an honest and fair way and as permitted by applicable law.
- 10.10 If you choose to participate in an edition of our pro-bono industry initiative, "The Brief", you grant to us, our group companies and the charity or not for profit organisation working on the applicable edition of The Brief, a perpetual, transferable, right and licence to copy, store, archive, amend, edit, reproduce, broadcast, publish and distribute your contribution to The Brief (and any part thereof) for any purpose including purposes related to The Brief and/or other commercial business purposes.

## **11 Insurance**

Each party must hold sufficient insurance to cover its potential liabilities under the Contract. This includes (without limitation) any insurance required by applicable law or specified on the Order Form.

## **12 Anti-Bribery and Sanctions**

- 12.1 Each party warrants that it will:
- 12.1.1 comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption;
  - 12.1.2 put in place, comply with and maintain codes of conduct and anti-bribery and anti-corruption policies as are appropriate to meet its statutory responsibilities in this regard; and
  - 12.1.3 promptly notify the other party of any request or demand for any undue financial or other advantage of any kind received in connection with a Contract.
- 12.2 We are part of an enlarged corporate group which pledges to trade legally and respect all laws including the Trade Sanctions imposed by EU and US Governments. We operate a Group Sanctions Policy which means that we cannot receive consideration from individuals or organizations based or residing in, or connected with, a country or organization which is subject to EU or US Government sanctions. We may refuse to accept a request for Membership from any such person or organization for any reason.
- 12.3 Breach by either party of these Anti-Bribery and Sanctions provisions will be a material breach of a Contract.



### **13 Consequences of Termination**

- 13.1 Termination of a Contract by either party will not affect the operation of any other Contract between the parties.
- 13.2 Termination or expiration of a Contract, or any part thereof, will not affect the continuance in force of any provision of the Contract or the relevant constituent part which is expressly or by implication intended to survive termination.

### **14 Liability**

14.1 Nothing in a Contract will operate to exclude or limit a party's liability for death or personal bodily injury caused by its or its employees' negligence, or for any fraudulent misrepresentation by any of the foregoing or for any other liability which cannot be excluded or restricted by law.

14.2 Subject to the foregoing:

14.2.1 neither party will be liable to the other arising out of or in connection with a Contract for any of the following types of losses, damages, or expenses of any kind arising out of or in connection with that Contract:

- (a) consequential;
- (b) indirect;
- (c) special;
- (d) lost profits; \*
- (e) lost revenue\*;
- (f) lost sales\*;
- (g) anticipated savings;
- (h) wasted expenditure; and
- (i) losses, damages, or expenses arising from loss of data;

\*Excludes the fees due in an Order Form

14.2.2 you agree that it is not practical for us to verify the content of Contributions and/or third party content on the Platform and accordingly we are not liable for such Contributions and/or third party content;

14.2.3 except for any liability under any indemnity, each party's total liability to the other arising out of or in connection with a Contract will be limited to two times the amount paid and payable pursuant to the Contract; and

14.2.4 neither party will have any liability to the other party for any failure or delay in performing an obligation under a Contract because of any event beyond that party's or its subcontractors' reasonable control.

- 14.3 You are not entitled to rely on the exclusions of liability in this clause to relieve you from liability to pay monies due to us.
- 14.4 Each party acknowledges that in entering into a Contract it has 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 the Contract.
- 14.5 We may link to, incorporate or use third party software and services, such as social networking or sharing features, within the Platform. Use of any such software or services is subject to the applicable terms of those third parties at the relevant time. You agree that you will comply with any such third party terms and conditions when using the Platform.
- 14.6 Where we make available links to third party websites, content or applications in the Platform, such links are provided for your information and convenience only. We are not responsible for the content or performance of the linked website or application. You acknowledge that you are responsible for reviewing and complying with the linked website's or application's terms of use, from time to time.
- 14.7 All Platform Content is strictly for the purpose of criticism and review only and does not constitute any recommendation, endorsement or promotion of the products or services featured therein by us or any of our affiliates or otherwise, and no reliance should be placed on any part of the Platform Content.

## 15 Confidentiality and Data Protection

- 15.1 For the purposes of this clause, **Confidential Information** means any information, disclosed by a party to the other party, in relation to a Contract, which is designated as confidential, commercially sensitive, or confidential in nature
- 15.2 Unless otherwise permitted by a Contract, each party will ensure that it:
- 15.2.1 keeps the Confidential Information confidential and does not disclose it to any third party; and
  - 15.2.2 only uses Confidential Information in relation to the Contract.
- 15.3 The commitments in clause 15.1 do not apply to any Confidential Information which was:
- 15.3.1 publicly available before the Start Date or subsequently becomes publicly available through no failure to comply with the Contract;
  - 15.3.2 already known to a party or is subsequently legitimately disclosed to a party by a third party without legal restriction; or
  - 15.3.3 developed independently by a party without use of or reliance on the Confidential Information received under the Contract.
- 15.4 A party may disclose the Confidential Information:
- 15.4.1 to its agents, contractors and suppliers, provided that: (a) those third parties have entered into non-disclosure agreements no less onerous than as set out in these Terms; and (b) the party disclosing Confidential Information to those third parties ensures and is liable for their compliance with these Terms; and

- 15.4.2 where and to the extent required by applicable law, provided prompt written notice of that requirement is given to the original discloser (where such notice is lawful).
- 15.5 All Confidential Information disclosed by a party remains the property of the discloser. Each party must return or, if clearly instructed by the other party, destroy that received Confidential Information remaining in its possession or control, within thirty (30) days of written request from the other party. Confidential Information may be retained to the limited extent required as part of securely-held confidential records to be used only to determine and/or comply with legal obligations (including secure electronic backups of these records, which may only be used to replace the permitted records if lost or corrupted).
- 15.6 Both parties will comply with all the obligations imposed on an independent data controllers under applicable data protection legislation, including prompt notification of any potential or actual breach of these obligations. Both parties will always use appropriate technical and organisational measures to protect any of the other party's personal data that is held under a Contract against loss or unauthorised use or access.
- 16 Boilerplate**
- 16.1 The terms and provisions of this Contract are intended solely for the benefit of each party and their respective successors and permitted assigns, and it is not the intention of the parties to confer third-party beneficiary rights upon any other person except as set out in these Terms.
- 16.2 The documents comprising the Contract (together with any documents referred to therein or required to be entered into thereunder) contain the entire agreement and understanding between the parties relating to the subject matter of the Contract and supersede all prior agreements, understandings or arrangements (both written and oral) relating to the subject matter of the Contract.
- 16.3 In the event of conflict or inconsistency between the Order Form, the Terms and the Module Terms, and between any of the foregoing and a document referred to in the Contract, documents will take precedence in the order listed in this clause 16.3.
- 16.4 You represent and warrant that the person executing the Contract has the authority to bind you. You will require any employee, contractor or agent who accesses the Membership to adhere to the relevant terms of the Contract.
- 16.5 Notices required under Contract will be sent by email to the relevant party's address on the Order Form or as otherwise agreed in writing for such purpose. Notice by email is deemed effective three hours from transmission.
- 16.6 The parties acknowledge and agree that our communication may be electronic, and that any communications sent electronically comply with any legal or contractual requirement that such communication be made in writing.
- 16.7 We may assign, sub-license or otherwise transfer to any associated company the benefit of any of our rights under the Contract if we give you reasonable prior written notice. We may sub-contract our performance of any obligation under a Contract without notice. This will not affect our performance obligations, nor liability to you in relation to the Contract. We will be responsible for any violation of our obligations hereunder by any such sub-contractor. Otherwise, neither party may assign, sub-license, subcontract or otherwise transfer to any third party any of its rights or obligations under the Contract without the other party's prior written consent.
- 16.8 If any provision of the Contract is held to be invalid or unenforceable, that portion will be construed in a manner consistent with the applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remainder of the Contract will remain valid and enforceable.

- 16.9 Any translations of the Contract from English are provided merely for convenience and will not be legally binding. In the event of any conflict between the English language version and any translations, the English version will prevail.
- 16.10 Where these Terms use the words 'include' and 'including', these are illustrative and not limiting.
- 16.11 The Contract will not create, nor will it be construed as creating, any partnership or agency relationship between the parties.
- 16.12 Each party will comply with all applicable laws and government regulations which apply to a Contract.
- 16.13 Nothing in a Contract will require either party to do or omit to do anything which would contravene any applicable laws or government regulations.

## **17 Law and Jurisdiction; Waiver of Jury Trial**

17.1 Where the Ascential contracting entity is Ascential Events (Europe) Limited:

17.1.1 the Contract will be governed by and construed with the laws of England and Wales; and

17.1.2 the courts of England and Wales will be the exclusive venue for all disputes between the parties arising out of or in connection with this Contract and the parties hereby submit to the personal jurisdiction of, and waive any objections to venue in, such courts.

17.2 Where the Ascential contracting entity is Ascential Inc. or Ascential Serviços de Informação Ltda, ;

17.2.1 the Contract will be governed by and construed in accordance with the laws of the State of New York, without regard to its conflict of laws rules;

17.2.2 the state and federal courts located in the City of New York, Borough of Manhattan, New York, will be the exclusive venue for any and all disputes between the parties arising out of or in connection with the Contract and the parties hereby submit to the personal jurisdiction of, and waive any objections to venue in, such courts; and

17.2.3 EACH PARTY HERETO HEREBY WAIVES ITS RIGHT TO A JURY TRIAL IN ANY DISPUTE, ACTION, OR PROCEEDING ARISING OUT OF OR IN CONNECTION WITH THE CONTRACT TO THE MAXIMUM EXTENT PERMITTED BY LAW.

17.3 This choice of law and jurisdiction does not prevent either party from seeking injunctive relief in any appropriate jurisdiction with respect to violation of Intellectual Property Rights.

## MODULE TERMS

### User Content Guidelines Module

You hereby agree and undertake that you will not conduct, post, communicate, transmit or make available to or through the Platform, any statement, material, communication or other content or activity which:

1. is abusive, seditious, pornographic, aggressive, homophobic, defamatory, libellous, untrue, hateful, discriminatory, obscene, explicit, inflammatory or racist;
2. harasses, bullies or intimidates any person;
3. encourages any violation of these terms of use or impersonates any person or misrepresents your identity or affiliation with any person, or gives the impression that your Communications emanate from us;
4. involves the sending of unsolicited or unauthorised advertising or promotional material or SPAM;
5. is unlawful, malicious, misleading, discriminatory or which gives rise to civil or criminal liability, breaches regulation or applicable codes of conduct or which might call us or the Platform or any Contributions into disrepute;
6. infringes or is likely to infringe the intellectual property, contractual, confidentiality or other rights of us or any third party anywhere in the world or facilitates or encourages such infringement;
7. is or is likely to be technically harmful such as the introduction of computer viruses, worms, logic bombs or other malicious software or harmful data, or otherwise attempts to or actually does modify or interfere with the Platform or overburden or disrupt or adversely affect any computer or server used by the Platform;
8. constitutes or promotes any illegal or unlawful activity or any activity which otherwise results in a breach of applicable regulation or codes of conduct;
9. seeks or attempts to make any arrangement to meet a person under the age of 18;
10. contains any restricted material, including but not limited to passwords, medical information or confidential information of any person;
11. constitutes, at our absolute discretion, misuse of the Platform, or an attempt to gain unauthorised access to the Platform or parts thereof, or to the accounts of other users or networks or devices, or is likely to embarrass, alarm, annoy or harm another person;
12. infringes or is likely to infringe our intellectual property rights such as by using our directory to contact those in the directory in bulk and dissuade them from making use of our site or services, or to establish a competing directory, site or service by soliciting users in bulk from using our directory; or
13. solicits, invites, encourages, advocates, incites or provokes any or all of the foregoing or otherwise does not comply with the spirit as well as the letter of the preceding standards.

### Consultancy Services Module

Where, as part of a Contract, we provide consultancy services (“**Services**”) or deliverable (“**Deliverables**”), as noted on the relevant Order Form, the following additional terms will apply to the Contract.

The Order Form will specify whether the fees are fixed or are calculated on a time and materials basis. If fees are stated as a fixed total amount, that is not a guarantee that the Services will be completed and Deliverables will be delivered for that amount.

Where fees are calculated on a time and materials basis, the Order Form will show our daily rate for each individual person. Daily rates are calculated based on an eight-hour day worked between the hours of 8am to 6pm in the jurisdiction in which the Services are performed.

The fees exclude hotel, subsistence, travel and other ancillary expenses reasonably incurred by us in our provision of the Services.

We are entitled to charge an overtime rate of 25% of the standard daily fee rate on a pro-rata basis for any time worked outside the hours specified in the Order Form.

We will invoice you for the fees at the intervals specified on the Order Form. If no intervals are specified, we will invoice you at the end of each month for Services performed and Deliverables delivered during that month.

You are responsible for inspecting the Deliverables and any defect must be reported to us in writing within 30 days of our provision of the relevant Deliverable(s). We will not be in breach of a Contract nor liable to you for any defect in Deliverables which are reported after 30 days after they have been provided to you.

If we deliver Deliverables which do not comply with a Specification, you may refuse to take delivery of those Deliverables only, but you must accept any other Deliverables delivered pursuant to the same Contract which do comply with the relevant Specification.

### **Live Event Attendance Module**

When you register to attend a live event (an “**Event**”), the following additional terms will apply to the Contract.

We will supply specific information relevant to the Event at the time of booking (“**Booking Information**”) via our website, via the Event website or by any other reasonable means. Booking Information will be specific to the relevant Event and will form part of the Contract.

#### **Tickets and booking**

All tickets to an Event are subject to availability. Tickets issued for use are valid for the named attendee only and cannot be transferred unless specified in the Booking Information. We are not obliged to provide you with replacement tickets for lost or stolen tickets. Tickets must not be used by any person, company or third party for marketing, media, sale promotion, staff reward program or competition purposes whether commercial or non-commercial except with our prior written permission.

#### **Attendance at the Event**

You will be subject to any security and safety procedures and policies that are applicable to the Event and to the venue at which the Event is held (the “**Venue**”).

You must ensure that you have photographic ID with you during the Event. If you are unable to provide identification which matches your ticket, we have the right to require you to leave the Event immediately.

We may refuse you admission to the Event or require you to leave the Event, if at any time we have reason to believe that you have:

- a) breached any provision of the Contract;

- b) committed a criminal offense;
- c) behaved in a disorderly manner or in a way that has an adverse effect on public safety; or
- d) behaved in an anti-social manner or in a way that causes a public nuisance.

You may not organize, facilitate or participate in any commercial, promotional or trading activities at the Event, Venue or near the Event without our express prior written permission. We will be entitled to charge a fee for any commercial, promotional or trading activity (including filming, photography and recording) which takes place at the Event, at the Venue or near the Event.

## **Content**

You agree to being filmed, photographed, referenced and recorded for television, radio, webcast, social media and in any other medium, including written format and/or by any CCTV cameras and recordings operated by or on behalf of and made by or on behalf of us, 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 we reasonably require in connection with the exploitation, advertising and promotion of the Event.

All rights in all presentations, documentation and materials published or otherwise made available as part of the Event (including 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 without our prior written approval. You must 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 will be permitted), and in particular (but without limitation) you must not (and must procure that each of your delegates must not):

- a) upload any Content into any shared system;
- b) include any Content in a database;
- c) include any Content in a website or on any intranet;
- d) transmit, re-circulate or otherwise make available any Content to anyone else;
- e) make any commercial use of the Content whatsoever; or
- f) use Content in any way that might infringe third party rights or that may bring us or any of our Affiliates into disrepute.

You acknowledge that the Content does not necessarily reflect our views or opinions. Please do not rely upon the Content in making or refraining from making any specific business decision or other decisions. We cannot accept any liability to you or anyone else for any losses of any nature resulting from any decision made or not made, or action taken or not taken, in reliance on the Content. This disclaimer statement is in addition to any disclaimer, limitation, waiver or exclusion contained within these Terms.

**DISCLAIMER: INFORMATION CONTAINED IN THE CONTENT SHOULD NOT BE RELIED UPON AS ADVICE OR USED 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.**

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 for any reason.

**Changes to the Event**

We may change the format and/or content of an Event, provided that such change does not cause material detriment to the quality of the Event.

We reserve the right to cancel an Event at any time and will provide you with notice of the same as soon as is reasonably practicable.

Where we (i) cancel an Event or (ii) change the forma and/or content of an Event in any way which causes material detriment to the quality of the Event you will receive a credit equal to the amount paid in relation to your ticket for a future event of your choice. 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.

Unless as explicitly set out in this Contract you will not be entitled to a refund following Acceptance, nor will you be entitled to receive a credit for a future event of your choice.

**Liability exclusion**

We are not responsible for goods or services which you may purchase from third parties.

**Event Sponsorship Module**

Where, as part of a Contract, you sponsor an Event, as noted on the relevant Order Form, the following additional definitions and terms will apply to the Contract.

**Commercial Rights** means all rights of a commercial nature connected with the event, including media rights, multi-media rights interactive rights, sponsorship rights, merchandising rights, database rights, licensing rights, advertising rights and hospitality rights.

**Sponsorship Rights** means those rights afforded to you in your capacity as sponsor of the event, as detailed in the 'Sponsorship Rights' section of the Order Form.

We will provide the Sponsorship Rights and organize the Event using reasonable skill and care and will consult with the Sponsor Representative (as set out on the Order Form) on aspects of the Event where we deem it appropriate to do so.

The Sponsorship Rights are personal to you and we are not obliged to provide the Sponsorship Rights (or any part of them) to any other entity or person.

We own all Commercial Rights.

In consideration of the payment of the fees relating to Sponsorship Rights, we license to you the Sponsorship Rights for use by you in accordance with the terms of the Contract.



You must not exercise the Sponsorship Rights other than as permitted by the Contract without our prior written approval.

In your exercise of the Sponsorship Rights, you must not knowingly or recklessly infringe the proprietary rights, including the intellectual property rights, of any third party.

You must not use or exploit any of the Commercial Rights (other than the Sponsorship Rights) in any way, nor will you exercise any rights or undertake any activities in which, in our reasonable opinion, suggests any endorsement of your products or services by us.

You must not engage in any joint promotional activity or otherwise exploit any of the Sponsorship Rights with or in connection with any third party, nor exercise the Sponsorship Rights in such a manner that confusion may arise in the minds of the public as to the party to which we have granted the Sponsorship Rights.

You must not do or permit anything to be done which might adversely affect our rights in or to any of the Commercial Rights or the value of the Commercial Rights.

You must ensure that the Customer Materials and the executed Sponsorship Rights are not defamatory, obscene or offensive, do not cause injury, invade the privacy of, infringe or otherwise violate our rights or rights of a third party and do not put us in breach of applicable law.

You must promptly observe and comply with all reasonable instructions, directions or regulations which are reasonably issued by or on our behalf in relation to the Contract.

You acknowledge and agree that you are solely responsible for meeting all related and consequent costs relating to the Customer Materials and to your exercise of the Sponsorship Rights, unless otherwise stated on the Order Form.

You represent and warrant that you have and will continue to have throughout the term of the Contract, full right, title and authority to perform the obligations imposed by the Contract, and that you own or have obtained all necessary rights, licenses, permits, consents, approvals, authorizations and permissions required to properly execute the Sponsorship Rights, including any licenses required in respect of the performance of musical compositions and of any pre-recorded material featuring in and relating to the Customer Materials and Sponsorship Rights.

You must deliver to us in an approved file format or configuration the Customer Materials and the format, conception and layout of the Sponsorship Rights for our pre-approval in advance of the deadline specified in the Order Form. If we believe changes are necessary to comply with the provisions of the Contract or applicable law, you must make such changes forthwith and at your own expense.

We may change the format, date, timing and/or content of an Event, provided that such change does not cause material detriment to the quality of the Event and will provide you with notice of the same as soon as is reasonably practicable.

We reserve the right to cancel an Event at any time and will provide you with notice of the same as soon as is reasonably practicable.

Where we (i) cancel an Event or (ii) change the format and/or content of an Event in a way which causes material detriment to the quality of the Event you will be entitled to either: (a) receive a credit equal to the amount paid by you in relation to the affected Event for a future Event of your choice; or (b) obtain a refund (calculated in good faith) of an amount reflecting total sums paid by you at the date of notification minus the value of any Sponsorship Rights received prior to such date.