

TERMS AND CONDITIONS

These Terms and Conditions were last updated on **10 October 2019**.

1. INTRODUCTION

1.1 The **Global Excel Summit** (the “**Event**”) and www.globalexcelsummit.com (the “**Website**”) is operated and managed by DATEL Productions Limited (“**DATEL**”, “**we**”, “**us**”, “**our**”, the “**Organiser**”). We are a limited company incorporated in England and Wales (no. 10106893) with a registered address at **123 Buckingham Palace Road, London, England, SW1W 9SH**.

1.2 “**Event Participant**” is anyone, attending the event in any shape or form, including but not limited to visitors, delegates, exhibitors, sponsors, media and press representatives, or guest speakers.

1.3 The Event is taking place at Olympia London, located on Hammersmith Road, Kensington, London W14 8UX, United Kingdom (the “**Venue**”) between 21-22 April 2020.

2. REGISTRATION AND PAYMENT

2.1 All visitor/delegate applications to register for the Event are subject to availability and receipt of full payment.

2.2 All Event Participant passes, issued for use at the Event, are valid for named Event Participant only and cannot be transferred to another person.

3. REFUNDS

3.1 Should the Event be cancelled for any reason other than in the ‘Force Majeure’ event, described in clause 12, Event Participants will receive full refunds, following the Event cancellation announcement.

3.2 The Organiser will only refund the cost of a booking if one is unable to attend due to 1 of the following reasons, affecting the Event Participant or an immediate member of their family: an injury, illness or death; vehicle theft; home burglary or fire; court appearance or work relocation one is unaware of at the time of the booking.

3.3 To apply for a refund, Event Participant(s) will need to submit a refund application form alongside evidence of the extenuating circumstances that prevent them from attending the Event at the scheduled time and place.

4. DATA SHARING

4.1 By allowing their badge to be scanned by an exhibitor/sponsor, visitors/delegates agree to provide their name and contact details to the specific individual/company. The Event Participant agrees to be contacted by the exhibitor/sponsor in relation to product and/or service marketing, promotion, or any discussion.

4.2 By allowing their badge to be scanned by the onsite registration provider, all Event Participants agree to provide their name and contact details to the Organiser. This data is used only to evaluate attendance levels at the event.

5. PHOTOGRAPHY AND RECORDING

There will be photographers and film crew in attendance, who will be taking pictures and recording/streaming certain aspects of the event. By accepting these terms, every Event Participant authorises such photography and recording and permits the Organiser to use the Event Participant's picture, video and/or voice for promotional and/or archival purposes, without liability, compensation or credit to the Event Participant.

6. EXHIBITORS

6.1 Exhibitors agree not to re-sell, sublet, or otherwise transfer the ownership of the exhibitor space they have purchased without a prior written permission from the Organiser.

6.2 In consideration of providing the services, the Organiser has agreed with each exhibitor in writing and granting each exhibitor the licence to use and manage their dedicated exhibitor space, exhibitors agree to pay 10% non-refundable deposit upon acceptance of their contract. The remaining 90% are due 3 months before the Event. All fees, sent by the Organiser to the exhibitor are expressed to be exclusive of VAT, which the exhibitor agrees to pay at the prevailing rate at the same time as the payment of the exhibitor fees or any other charges.

6.3 If any of the Exhibitor package fees are not paid as per the schedule above, the Organiser may suspend provision of the Services and refuse Exhibitor access to the Event site. Late payments are subject to 8% interest charge per month on the outstanding balance.

6.4 Exhibitors agree not use, nor give access or right to any other person from their exhibitor team to use any part of the Site for:

6.4.1 any illegal or dangerous activities or for any other purpose that may harm the reputation and credibility of the Event, the Event partners and/or the Event venue.

6.4.2 Any purpose, which based on our reasonable opinion, may be perceived as disturbing, noisy or annoying to us, the Event Participants, or to anyone, occupying the adjacent Venue premises.

6.4.3 The sale of food, drinks, tobacco products or any other refreshment without prior written consent from the Organiser.

6.5 Exhibitors agree to not apply paint, lacquer, adhesive or other coatings, or damage the Venue facilities via any other way anywhere at the Event Venue.

6.6 The Organiser may terminate the Exhibitor contract if:

6.6.1 The Exhibitor fails to comply with and perform all of the Contract terms and conditions, listed in clause 6.

6.6.2 The Exhibitor becomes bankrupt or makes an arrangement or compromise with his creditors or, being a Company, enters into liquidation whether compulsory or voluntary.

6.7 The Exhibitor is free to cancel their participation by giving written notice of his intention to withdraw from the Contract to the Organiser, subject to the payment of a percentage of the total contract price as follows:

6.7.1 50% if cancelled 1-3 months before the Event.

6.7.2 100% if cancelled 1 month or less before the Event.

6.8 The Organiser reserves the right to make changes in the floorpan of the Event or in the Exhibitor's stand in case this is considered in their opinion to be in the best interest of the Event, including but not limited to altering the size, shape and/or position of the space, allocated to the Exhibitor.

6.9 The Organiser requires Exhibitors to have public and employer liability to the value of £10 million each.

6.10 Exhibitors agree to take all reasonable steps to make sure that all individuals and third parties involved with or connected to the build up, breakdown or the Event delivery at their exhibitor stand take precautions to abide by all exhibitor clauses, mentioned above.

7. MEDIA AND PRESS

7.1 Press and media partner passes are restricted to journalists, publishers, editors, broadcasters, web bloggers and photographers, associated with the industry and/or the subject matter of the Event.

7.2 Each holder of a Media and Press badge may undergo an extra set of security checks, including but not limited to providing evidence of press or media accreditation. Some press and/or media applications may not be accepted by the Organiser.

8. CONFIDENTIALITY

8.1 Each party (the Organiser and the Event Participant) agrees not to disclose any information, received from the other party that is defined as Confidential; or

8.2 make any use of such Confidential Information other than for purpose that is approved in writing by the other party.

8.3 Each party may disclose Confidential Information received from the other to its responsible employees, sub-contractors or suppliers who need to receive such Confidential Information in order to perform their duties, associated with or linked to the delivery of the Event.

8.4 The confidentiality obligations in this clause do not apply to information, which subsequently becomes available to the general public other than due to a breach by the receiving party; or is already known by the receiving party before disclosure by the disclosing party; or the receiving party rightfully receives such Confidential Information from a third party, which has not restricted its use in writing.

8.5 Each party agrees to return and destroy all Confidential Information, received from the other Party at the end of the Event Period unless required for audit purposes, in which case the party, keeping the Confidential Information shall disclose the length such Confidential Information will be stored.

9. LIABILITY

9.1 Neither the Organiser, nor its employees/contractors shall be liable for any Event Participant's damage and/or loss of personal items that might have occurred at the Event site.

9.2 Neither the Organiser, nor its employees shall be liable for any Event Participant's personal injury or death, that may arise from the Event and/or use of the facilities at the Event Venue unless caused by the Organiser's negligence or due to fraudulent misrepresentation of what the Event would look like for each Event Participant.

9.3 Exhibitors and/or sponsors agree to defend the Organiser from and indemnify the Organiser against any liability for injury to a member of the Exhibitor's team, their agents, contractors or employees that may have occurred on the Event Premises during the Event Period.

9.4 All personal items that belong to any of the Event Participants are the sole responsibility of the individual to whom they belong. The Organiser shall not be responsible for loss of or damage to, or safety of, the property/personal items of any visitor, delegate, Guest Speaker, Media and/or Press representative, sponsor, exhibitor, exhibitor's staff, or any contractor working on the build-up and/or breakdown of the Event.

10. THIRD PARTY RIGHTS

A person who has not purchased tickets through the Organiser's official Event website, has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of these terms and conditions. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

11. GOVERNING LAW AND JURISDICTION

These Terms and Conditions shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts.

12. FORCE MAJEURE

Neither the Organiser, nor the Event Participant shall be in breach of these terms and conditions if such breach results from events, circumstances or causes beyond their reasonable control such as but not limited to flood, epidemic, terrorist attack, fire or failure of a utility service. In such case, the Organiser will not be responsible for any loss of business, loss of profits, damage or expense of whatever nature the Event Participant may suffer.

13. RIGHT OF REFUSAL

The Organiser reserves the right to refuse any registration application for the Event.

14. PRIVACY AND DATA PROTECTION

Please refer to our Privacy Policy for all details around Privacy and Data Protection prior, during and/or after the Event. This can be accessed via our [website](#).

15. CONTACT US

If you have any questions about any of these Terms and Conditions, please contact us at info@globalexcelsummit.com or via post on 123 Buckingham Palace Road, London, England, SW1W 9SH.