

## EVENT SPONSORSHIP TERMS AND CONDITIONS

### 1. Interpretation

1.1 The definitions and rules of interpretation in this clause apply in these Terms and Conditions (the "**Conditions**"):

"**Affiliate**" means any entity that directly or indirectly Controls, is Controlled by, or is under common Control with another entity;

"**Agreement**" means these Conditions and the Booking Form;

"**Booking Form**" means the Organiser's prescribed form for purchasing Sponsorship Rights to which these Conditions apply, and which is to be completed, signed and returned to the Organiser by the prospective Sponsor;

"**Business Day**" means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;

"**Business Hours**" means the period from 9.00 am to 5.00 pm on any Business Day;

"**Confidential Information**" means the terms of this Agreement and all information in any medium or format (written, oral, visual or electronic) and whether or not marked or described as "confidential" which relates to a Party (the "**Disclosing Party**"), or its Affiliates' respective businesses, finances, employees, officers, customers or suppliers, and which is directly or indirectly disclosed by the Disclosing Party to the other Party or to one of its Affiliates in the course of their dealings relating to this Agreement, whether before or after the date of this Agreement;

"**Control**" means in respect of any corporate entity, the beneficial ownership of more than 50% of the issued share capital of that entity or the legal power to direct or cause the direction of the general management of that entity, and **Controls** and **Controlled** shall be construed accordingly;

"**Data Protection Regulations**" means the General Data Protection Regulation (EC Regulation 2016/679), Directive 2002/58/EC and any legislation and/or binding regulations amending, replacing, implementing them or made in pursuance of them including the Data Protection Act 2018 and the Privacy and Electronic Communications (EC Directive) Regulations 2003 as amended

"**Digital Event**" event delivered online via a digital event platform, with delegates present online and presentations, panel debates and workshops delivered online.

"**E-registration fee**" means an amount charged in respect of the inclusion of the Sponsor's name and logo on the appropriate Event website;

"**Event**" means the event (as referenced on the Booking Form) to be held at the Venue or at such other location and dates as the Organiser designates in accordance with these Conditions;

"**Force Majeure**" means an event beyond the reasonable control of the Organiser, including strikes, lock-outs or other industrial disputes (whether involving the workforce of the Organiser or of any other party), act of God, government actions, war, riot, hostilities (whether war be declared or not), armed conflict, terrorist attack, terrorist activity, nuclear, chemical or biological contamination, sonic boom, civil commotion, invasion, revolution, malicious damage, compliance with any law or

governmental order, rule, regulation or direction, accident, power failure, breakdown of plant or machinery, fire, flood, storm, disease, epidemic or default of suppliers or subcontractors;

**"In-person Event"** means an event delivered in a physical venue, with attendees present and presentations, panel debates and workshops taking place in person.

**"Intellectual Property Rights"** means any and all present and future, patents, inventions, know-how, trade secrets and other confidential information, trade marks, service marks, logos, emblems, badges, mascots, insignia, identifying music and sounds, get-up, domain names, business names, trade names, moral rights, performance rights, registered designs, copyrights, database rights, the sui generis rights of extraction relating to databases, design rights and other intellectual property rights of whatever nature, in each case whether registered or unregistered and including applications for registration, and all rights or forms of protection having equivalent or similar effect anywhere in the world;

**"Organiser"** means **Definite Article Media Ltd** a company registered in England and Wales under company number 10956503, and with its registered office at International House, 24 Holborn Viaduct, London, United Kingdom, EC1A 2BN and VAT number GB 283326400;

**"Parties"** means the Organiser and the Sponsor, and **"Party"** means either of them as applicable;

**"Ratecard rate"** means the full value of the sponsorship package promoted by the Organiser on the Event sponsorship literature

**"Sponsor"** means the company, firm or person who has applied and been accepted to act as a sponsor for the Event and who is the counterparty to the Organiser identified on the Booking Form;

**"Sponsor Materials"** means any advertising, publicity or other such materials utilised by the Sponsor at or in connection with the Event in order to exercise the Sponsor Rights;

**"Sponsor Representative"** means the person named on the Booking Form by the Sponsor to be its representative/contact person in connection with all matters concerning the Sponsor and the Event;

**"Sponsor Rights"** means the sponsorship rights granted to the Sponsor under this Agreement, as set out in the Booking Form;

**"Term"** means the period from the date that the Booking Form is signed by both Parties until the close of the Event, or such other term as is stated on the Booking Form;

**"VAT"** means value added tax chargeable under English Law for the time being and any similar additional tax or for non-UK shows the equivalent tax chargeable under the law of the relevant jurisdiction; and

**"Venue"** means the venue of the Event as stated on the Booking Form.

1.2 The clause headings are included for convenience only and shall not affect the interpretation of this Agreement.

1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns.

1.4 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular and a reference to one gender shall include a reference to the other genders.

1.6 A reference to any Party shall include that Party's personal representatives, successors and permitted assigns.

1.7 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and a reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

1.8 A reference to **writing** or **written** includes email.

1.9 A reference to **this Agreement** or to any other agreement or document referred to in this Agreement is a reference to this Agreement or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this Agreement) from time to time.

1.10 References to clauses are to the clauses of this Agreement.

1.11 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.12 Any obligation in this Agreement on a person not to do something includes an obligation not to agree, allow, permit or acquiesce in that thing being done.

## **2. Application**

2.1 The completion, signing and return of the Booking Form to the Organiser by the Sponsor will constitute an offer by the Sponsor to sponsor the Event upon these Conditions.

2.2 If the Organiser accepts the Sponsor's offer, it shall sign the Booking Form and return it to the Sponsor. The Agreement between the Parties shall come into effect on the date the Booking Form has been signed by the Parties.

2.3 In the event of a dispute between these Conditions and any provision of the Booking Form, the provisions of the Booking Form shall prevail over these Conditions.

2.4 For the purposes of these Conditions, "signing" may take place manually or, where such option is made available by the Organiser, electronically.

### 3. Payment

3.1 Payment may be made either:

3.1.1 by direct debit, in which case the Organiser will issue an invoice for the full amount due (the "**Total Price**") immediately upon receipt of the Booking Form and will collect the Total Price by direct debit in the amounts and frequency outlined in the direct debit payment schedule sent to the Sponsor following the receipt by the Organiser of the signed Booking Form; or

3.1.2 by any other method accepted by the Organiser (including cheque, credit card, debit card or bank transfer), in which case the Total Price shall be payable as set out below and each invoice issued shall be payable immediately upon receipt by the Sponsor:

3.1.3. upon signature the Organiser will an invoice for 100% of the Total Price (including VAT but excluding the E-registration fee), plus the E-registration fee (including VAT) if applicable, will be issued immediately

3.2 In the event that the agreed terms of payment on the Booking Form differ from those set out in this clause 3, the terms of payment on the Booking Form take precedence.

3.3 Without limiting any of our other rights or remedies, if any payment is overdue from the Sponsor, the Organiser reserves the right to (in its sole discretion) suspend performance in respect of the Agreement.

3.4 The Sponsor will not be allowed to exercise the Sponsor Rights if any payment is outstanding at the first day of the Event.

3.5 As per Late Payment of Commercial Debts (Interest) Act 1998, the Organiser reserves the right to charge compensation, late payment interest and reasonable costs to the Sponsor for outstanding invoices.

3.5.1 A separate invoice with the additional administration charge will be issued to the Sponsor. Payment is expected within 5 working days of issuing the invoice.

3.5.2 At the time of writing the charges outlined by Late Payment of Commercial Debts (Interest) Act 1998 are as follows:

(a) Compensation per outstanding invoice:

<b>Invoice Amount</b>	<b>Compensation</b>
Up to £999.99	£40 per invoice
£1,000 - £9,999.99	£70 per invoice
Over £10,000.00	£100 per invoice

- (b) Late payment interest rate per invoice: is calculated according to the Bank of England base rate is of 8%
- (c) Reasonable costs per invoice of £295

#### 4. Cancellation by Sponsor

4.1 The Sponsor shall be entitled to cancel the booking on notice to the Organiser, in which case the following cancellation charges (the "**Cancellation Charges**") shall apply. Any notice of cancellation must be in writing addressed to the Managing Director, DAM at the address of the Organiser and will be effective when received by the Organiser.

<b>Cancellation effective</b>	<b>Cancellation Charge</b>
More than 9 months prior to the first day of the Event	25% of the Total Price
More than 6 months and less than 9 months prior to the first day of the Event	60% of the Total Price
Less than 6 months prior to the first day of the Event	100% of the Total Price

4.2 The Organiser shall also be entitled to treat the following as notice of cancellation by the Sponsor:

4.2.1 the Sponsor cancels a direct debit payment under clause 3.1; or

4.2.2 the Sponsor fails to make a payment under clause 3.1, 3.2, 3.3 or 3.4 on the due date, such notice to be effective from the date that the Organiser notifies the Sponsor of the same, in which case the Cancellation Charges set out in clause 4.2 shall apply.

4.3 The Organiser will invoice the Sponsor for the appropriate Cancellation Charge which will be payable within 30 days of the invoice date. The amount headed Cancellation Charge will be payable as liquidated damages, which the Sponsor accepts as representing a fair estimate of the loss suffered by the Organiser and is in lieu of any other claims that the Organiser may have for the cancellation, including amounts due under clause 3. The Organiser will credit the Sponsor with any amounts already paid by the Sponsor and retained by the Organiser.

#### 5. Sponsor Representative

The Sponsor must name on the Booking Form at least one person to be its Sponsor Representative in connection with all matters concerning the Sponsor and the Event. The Sponsor Representative is deemed to be authorised by the Sponsor appointing him/her to enter into other contracts with the Organiser or its agents as the Sponsor Representative considers necessary in connection with the Event and such contracts shall be binding on the Sponsor.

## **6. Exercising the Sponsor Rights**

6.1 All Sponsor Materials must be approved by the Organiser in writing prior to the event, in accordance with clause 7.

6.2 The Sponsor warrants and undertakes that:

6.2.1 it has, and will continue to have throughout the Term, full right and title and authority to enter into this Agreement and to accept and perform the obligations imposed on it under this Agreement;

6.2.2 it will exercise the Sponsor Rights strictly in accordance with the terms of this Agreement and in accordance with all applicable laws and regulations;

6.2.3 to the extent that the Sponsor is granted the right to use the Intellectual Property Rights of the Organiser, it will use such Organiser Intellectual Property Rights solely in the manner and form stipulated by the Organiser;

6.2.4 it will not exercise the Sponsor Rights in such a manner that confusion may arise in the minds of the public as to the products and/or services for which the Sponsor has been granted the Sponsor Rights;

6.2.5 it will not exploit the Sponsor Rights with a third party or use them in a manner that may cause confusion in the minds of the public as to the identity of the entity to whom the Sponsor Rights have been granted.

6.2.6 it will promptly observe and comply with all reasonable instructions, directions or regulations issued by or on behalf of the Organiser in relation to the exercise of the Sponsor Rights; and

6.2.7 it will use its reasonable endeavours to ensure that neither it nor any of its directors, employees, or other members of staff makes any defamatory or derogatory statements or takes part in any activities or use the Sponsor Rights in any manner which might be derogatory to or is or might otherwise be detrimental to the reputation, image or goodwill of the Organiser and/or the Event.

6.3 If the Sponsor Rights include the right for the Sponsor to advertise at the Event itself or on the Event website or otherwise, the following additional terms shall apply:

6.3.1 the size and positions of any Sponsor logos or other Sponsor Materials on signage, advertisements, printed materials, websites and electronic communication will be at the sole discretion of the Organiser;

6.3.2 if any dispute arises as to the allocation of space, or as to the extent of any extra space deemed by the Organiser to be occupied by the Sponsor beyond that allocated, the decision of the Organiser shall be final;

6.3.3 if, in the opinion of the Organiser, the Sponsor's advertising extends beyond the allocated space, the Organiser may, at its sole discretion, charge the Sponsor for the extra space occupied at the prevailing rate; and

6.3.4 the Organiser may take any action that in deems necessary with regard to the positioning or construction of the Sponsor Materials if, in the Organiser's reasonable opinion, this would be in the best interests of the Event or there is any health or safety risk to the Organiser's staff, agents, exhibitors or visitors.

6.4 If the Sponsor Rights include the provision of certain details concerning attendees of the Event by the Organiser to the Sponsor, then, subject always to Data Protection Regulations, the Organiser will provide to the Sponsor the registration details it holds for such attendees of the Event to be used by the Sponsor and the Sponsor agrees to use such details only in compliance with Data Protection Regulations.

## **7. Approval of Sponsor Materials**

7.1 The supply by the Sponsor to the Organiser of the designs for the Sponsor Materials within the deadlines specified by the Organiser is the sole responsibility of the Sponsor, and time shall be of the essence for this purpose. In the event that such Sponsor Materials are not received by the Organiser by the applicable deadlines the Organiser reserves the right in its absolute discretion: (a) to repeat standing Sponsor Materials or otherwise to determine the Sponsor Materials that are published or displayed; (b) to charge the Sponsor for any extra costs directly incurred by the Organiser as a result of late receipt; and/or (c) to exclude the Sponsor Materials from printed or display material.

7.2 Subject to compliance by the Sponsor with clause 7.1, the Organiser will not unreasonably withhold its approval of any Sponsor Materials. Unless and until such time as the Organiser provides its express written approval, all Sponsor Materials shall be deemed **not** to be approved – there shall be no deemed approvals.

7.3 The Sponsor will not manufacture, distribute, issue, publish, circulate or otherwise make use of any Sponsor Materials without the prior written approval of the Organiser. In the event that at any time any Sponsor Materials fail to conform to any approved representative sample, artwork or other submission, the Sponsor shall forthwith, upon realising the error or else upon notice from the Organiser (and without prejudice to any other rights or remedies the Organiser may have in respect of the same), withdraw any and all such Sponsor Materials from circulation as soon as practicable.

## **8. Intellectual Property**

8.1 Subject to clause 8.2, the Sponsor acknowledges that all Intellectual Property Rights held by the Organiser together with any goodwill attaching thereto shall remain the sole property of the Organiser. Should any rights, title or interest in or to the Organiser Intellectual Property Rights or any goodwill arising out of the use thereof become vested in the Sponsor (by the operation of law or otherwise), the Sponsor shall hold the same on trust for and shall at the request of the Organiser unconditionally assign free of charge any such right, title, interest or goodwill to the Organiser and execute any documents and do all acts reasonably required by the Organiser for the purpose of confirming such assignment.

8.2 The Sponsor grants to the Organiser a non-exclusive, royalty-free licence to use, during the Term, the Sponsor's name and logo in order to promote and advertise the Event and perform its obligations to the Sponsor under this Agreement.

8.3 The Sponsor agrees and consents to the use of and reproduction by or on behalf of the Organiser (and its licensees) of the Sponsor's name and the Sponsor Materials in any audio, visual and/or audio-visual or electronic recordings of the Event, by all or any means and in all or any form

of media whether now known or hereafter to be invented (including in connection with the Event website) throughout the world in perpetuity for the purposes of advertising, merchandising and publicity of the Event and other similar events operated by the Organiser.

## **9. Switching from In-person Event to Digital Event**

9.1 The Organiser will endeavour to deliver the Event In-person.

9.2 The Organiser reserves the right to switch the Event from an In-Person Event to a Digital Event format, in the case of national Government, Local Government and Venue regulations and restrictions and if the Organiser does not believe the Event can be delivered in a safe environment.

9.2.1 Other reasons for switching the Event from an In-person Event to a Digital Event; change in regulations due to pandemics, national and local lockdowns, **Acts of God**; including, but not necessarily limited to, pandemics, national and local lockdowns, lightning, earthquakes, adverse weather of greater duration or intensity than normally expected for the job area and time of year, fires, explosions, floods, other natural catastrophes, sabotage, acts of government or regulatory agencies, wars, blockades, embargoes, insurrections, riots or civil disturbances;

9.3 If the Organiser changes the Event from an In-person Event to a Digital Event, provided the Sponsor has paid the ratecard rate of the package, the Sponsor will be entitled to 20 percent reimbursement of the sponsorship package price. If the Sponsor has paid less than the ratecard rate, then the Sponsor will be entitled to less than 20 percent reimbursement, the Organiser will make an assessment of the value provided to the Sponsor and will inform the Sponsor of the value of the reimbursement.

## **10. Requirements of Superior Authorities**

The Sponsor shall comply with all requirements imposed on the Organiser or Sponsor by the owners, proprietors or managers of the Venue, or any municipal or other competent authority. In addition the Sponsor shall comply with any notice of such requirements given to the Sponsor by the Organiser.

## **11. Prohibited Activities**

11.1 If it appears to the Organiser that the Sponsor may be engaged in activities which are deemed by the Organiser in its absolute discretion to be in breach of this Agreement or contrary to the best interests of the Organiser and/or the Event, or which appear to the Organiser in its absolute discretion unethical or in breach of any law, the Organiser may cancel any Sponsor Rights that may have been granted to the Sponsor, whether in the Booking Form or otherwise, and require the Sponsor forthwith to: (i) remove any Sponsor Materials in place at the Event; (ii) vacate the Event; and (iii) refuse the Sponsor the right to participate further in the Event, without the Organiser being under any liability to refund or abate any charges paid or payable in respect of this Agreement.

11.2 To the fullest extent permitted by law the Organiser will not be liable for any direct or indirect loss, including loss of revenue, loss of goodwill, excess costs or consequential loss suffered by the Sponsor, its employees, visitors, customers, staff, agents or contractors however so arising resulting from an exclusion under clause 11.1.



## 12. Limitation of Liability

12.1 Other than as expressly stated in this Agreement, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded.

12.2 Nothing in these Conditions limits or excludes the liability of the Organiser for death or personal injury resulting from negligence or fraud or fraudulent misrepresentation.

12.3 Subject to clauses 12.1 and 12.2, the Organiser shall not be liable for: (i) loss of profits; (ii) loss of business; (iii) depletion of goodwill and/or similar losses; (iv) loss of anticipated savings; (v) loss of goods; (vi) loss of contract; (vii) loss of use; (viii) loss due to corruption of data or information; or (ix) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses ((i) to (ix) together being "**Losses**").

12.4 Subject to clauses 12.1 and 12.2, the Organiser's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of this Agreement and/or the Event shall be limited to the Total Price.

12.5 The Sponsor's maximum aggregate liability to the Indemnified Parties under or in connection with this Agreement (including any indemnity contained in the Agreement) shall in no circumstances exceed the Total Price payable by the Sponsor to the Organiser under this Agreement, as specified in the Organiser's Booking Form.

12.6 The Organiser retains the right to dispose of any property of the Sponsor that is not collected within a reasonable time following conclusion of the Event. The Sponsor will be liable for any costs incurred in such disposal.

## 13. Indemnity

13.1 The Sponsor shall hold the Organiser and each of its Affiliates (the Organiser and its Affiliates together being the "**Indemnified Parties**" and each an "**Indemnified Party**") harmless and indemnify them and their employees and agents against:

13.1.1 any claims by third parties, including for libel, defamation and breach of intellectual rights or privacy laws, arising from the actions or omissions of the Sponsor in connection with the Event or in any way related to the Sponsor's participation in the Event; or

13.1.2 any liability, costs, expenses or losses (including Losses) incurred or sustained by an Indemnified Party arising directly or indirectly from the Sponsor's fraud, negligence or failure to perform or delay in the performance of any of its obligations under this Agreement, except where incurred or sustained by an Indemnified Party as a result of any damage or injury caused by that Indemnified Party or official contractors appointed by that Indemnified Party.

13.2 For the purpose of this clause 13, references to a Sponsor's fraud, negligence or failure to perform or delay in the performance of any of its obligations under this Agreement include any such fraud, negligence, failure to perform or delay in performance by the Sponsor's employees, agents or contractors.

#### **14. Insurance**

Without limiting any other obligation or liability of the Sponsor under this Agreement, the Sponsor shall effect and maintain throughout the Term insurance policies with a reputable insurance provider to cover the liabilities that may arise under or in connection with this Agreement and shall, on the Organiser's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

#### **15. Cancellation or termination of the Event**

15.1 The Organiser shall have no liability to the Sponsor if the Organiser cancels, postpones or re-sites the Event, or reduces the planned period for preparation, display or dismantling the Event, due to an event of Force Majeure or because the Organiser ceases to have the right to hold the Event, in which case the Organiser shall not be liable to refund any amount paid to the Organiser by the Sponsor.

15.2 If the Organiser decides to re-site the Event to another venue or change the dates for reasons other than those stated in clause 15.1, and the Sponsor is unwilling to be re-sited at the new venue or participate on a different date, it must give notice to the Organiser of such unwillingness within 14 days of being notified of the change by the Organiser. Such notice will be deemed to be a valid cancellation by the Sponsor and the Organiser shall make a full refund of the Total Price. The Organiser shall not be liable for any Losses of the Sponsor arising from such re-siting or such unwillingness to be re-sited.

15.3 If the Organiser cancels the Event other than for reasons as set out at clause 15.1 the Organiser shall make a full refund of the Total Price to the Sponsor.

#### **16. Termination**

16.1 The Organiser may terminate this Agreement immediately on written notice if:

16.1.1 the Sponsor is unable to pay its debts as a result of becoming the subject of insolvency, administration or bankruptcy or similar orders, notices, proceedings, resolutions or arrangements or by making a composition with its creditors or going into liquidation or being under the appointment of a receiver or administrator (or any analogous events in any other jurisdiction); or

16.1.2 the Sponsor is in breach of any material terms of this Agreement and the breach is not capable of remedy, or if the breach is capable of remedy but the Sponsor has failed to remedy such breach within 14 days of receipt of notice so to do, the Organiser shall have the right to give notice to the Sponsor that this Agreement is terminated.

16.2 The consequences of such termination by the Organiser are that the Sponsor's allocated space may be offered to another exhibitor, or used in any other manner. Any such termination shall not oblige the Organiser to return to such Sponsor any amounts already paid to the Organiser in respect of this Agreement or relieve such Sponsor of its obligation to pay all amounts outstanding in respect of this Agreement to the Organiser.

## **17. Force Majeure**

Notwithstanding the other provisions of this Agreement, the Organiser shall be under no liability for any failure, delay or omission on its part resulting from any event of Force Majeure.

## **18. Assignment and other dealings**

18.1 The Sponsor shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement.

18.2 The Organiser may assign or transfer any or all of its rights and obligations under this Agreement to any of its Affiliates.

## **19. Confidentiality**

19.1 Each Party undertakes that it shall not at any time disclose to any person any Confidential Information of the other Party except as permitted by clause 19.2.

19.2 Each Party may disclose the other Party's Confidential Information:

19.2.1 to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the Party's obligations under this Agreement. Each Party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other Party's Confidential Information comply with this clause 19; and

19.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority including any relevant securities exchange.

19.3 No Party shall use any other Party's Confidential Information for any purpose other than to perform its obligations under this Agreement.

## **20. Announcements**

The Sponsor shall not make, or authorise any person to make, any public announcement concerning this Agreement without the prior written consent of the Organiser (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.

## **21. Entire agreement**

21.1 This Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

21.2 Each Party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this Agreement.

## **22. Costs**

Except as expressly provided in this Agreement, each Party shall pay its own costs incurred in connection with the negotiation, preparation, and execution of this Agreement and any documents referred to in it.

## **23. Variation**

No variation of this Agreement shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).

## **24. Waiver**

No failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

## **25. Rights and remedies**

The rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

## **26. Severance**

26.1 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause 26 shall not affect the validity and enforceability of the rest of this Agreement.

26.2 If any provision or part-provision of this Agreement is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

## **27. No partnership or agency**

27.1 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties, constitute any Party the agent of another Party, or authorise any Party to make or enter into any commitments for or on behalf of any other Party.

27.2 Each Party confirms it is acting on its own behalf and not for the benefit of any other person.

## **28. Further assurance**

Each Party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this Agreement.

## 29 Notices

29.1 Any notice given to a Party under or in connection with this Agreement shall be in writing and shall be (i) delivered by hand, or (ii) by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case), or (iii) by email to any email address or contact as a Party may notify to the other.

29.2 Any notice shall be deemed to have been received:

29.2.1 if delivered by hand, on signature of a delivery receipt; or

29.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service.

29.3 if sent by email, at the time the email is sent, provided that no automated message is received stating that the email has not been delivered

## 30. Counterparts

30.1 This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

30.2 Transmission of the executed signature page of a counterpart of this agreement by e- mail (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this Agreement. If either method of delivery is adopted, without prejudice to the validity of the agreement thus made, each Party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.

## 31. Third party rights

31.1 Except as expressly provided in clause 31.2, a person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

31.2 The Sponsor's obligations under this Agreement (including the indemnities at clause 13 and any other representations, warranties and undertakings) are given for the benefit of all Organiser Affiliates. It is intended that all Organiser Affiliates may enforce the benefits conferred on it under this Agreement in accordance with the terms of the Contracts (Rights of Third Parties) Act 1999.

31.3 The rights of the Parties to terminate, rescind or agree any variation, waiver or settlement under this Agreement are not subject to the consent of any other person.

## 32. Anti-Bribery

32.1 The Sponsor shall:

32.1.1 comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 ("**Relevant Requirements**");

32.1.2 not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;

32.1.3 comply with the Organiser's anti-bribery and anti-corruption policies (available to the Sponsor on request) and the Organiser may update them from time to time ("**Relevant Policies**");

32.1.4 promptly report to the Organiser any request or demand for any undue financial or other advantage of any kind received by the Sponsor in connection with the performance of this Agreement;

32.1.5 ensure that all persons associated with the Sponsor or other persons who are performing services in connection with this Agreement comply with this clause 12.1; and

32.1.6 within 2 months of the date of this Agreement, and annually thereafter, certify to the Organiser in writing, its compliance with this clause 12.1. The Sponsor shall provide such supporting evidence of compliance as the Organiser may reasonably request.

32.2 Failure to comply with clause 12.1 may result in the immediate termination of this Agreement.

### **33. Governing law**

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the English law.

### **34. Jurisdiction**

Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).