AWARDS EVENT TERMS & CONDITIONS

These Awards Event Terms & Conditions shall apply in addition to and be construed in conjunction with the Contract Form and the Company Privacy Policy. Any terms not specifically defined below shall be interpreted using the definitions in the Contract Form**.**

Definitions

You/ Your: the entity or individual purchasing tickets for the Event and, where relevant and included in the Contract Form, sponsoring the Event.

We/Us/Our/Company: the Company specified on the Contract Form.

Anti-Bribery Legislation: all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the UK Bribery Act 2010 and the US Foreign Corrupt Practices Act 1977.

Business Day: any day (other than Saturday or Sunday) on which ordinary banks are open for their full range of normal business in London.

Confidential Information: in relation to either Party, any information, however provided, that relates to the business, financial affairs, operations, customers, processes, budgets, pricing policies, product information, strategies, developments, trade secrets, know-how, personnel and suppliers of that Party, including any personal data relating to that Party's customers or suppliers, together with any other information which ought reasonably be considered to be confidential.

Data Protection Law: any laws and regulations relating to the processing, privacy and use of personal data in connection with or pursuant to this Agreement to the extent applicable to the Parties including, without limitation, a. to the extent the UK GDPR applies, the law of the United Kingdom or of part of the United Kingdom which relates to the protection of personal data or b. to the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which the parties is subject, which relates to the protection of personal data.

Company Privacy Policy: As detailed at https://www.legalbenchmarkinggroup.com/privacy-policy

Event: the event referred to in the Contract Form as organized by the Company.

Event Venue: the venue at which the Event is held.

Fee: the fee listed in the Contract Form payable by You in consideration for the services detailed on the Contract Form.

GDPR: Regulation 2016/679 of the European Parliament and of the Council of April, 27 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.

Group Company: in relation to a Party, any company which is a subsidiary or holding company of that Party or a subsidiary of a holding company of that Party, "subsidiary" and "holding company" having the meanings provided in section 1159 of the Companies Act 2006.

Guest: any individual who will be attending the Event via a ticket purchased by or supplied to You (including You where relevant).

Losses: actions, damages, claims, liabilities, costs, losses and expenses (including without limitation reasonable legal fees).

Modern Slavery: slavery (as defined in the United Nations 1926 Slavery Convention); servitude; forced or compulsory labour (as defined by the International Labour Organisation's Forced Labour Convention 29 and Protocol); and human trafficking (being the arrangement or facilitation of the travel of another person with a view to that person being exploited).

Party: a party to this Agreement.

Termination Date: the effective date of termination of this Agreement.

VAT: value added tax or any corresponding sales tax applicable in any jurisdiction.

1. Events Attendees

1.1 You are responsible for ensuring that Your Guests are made aware of and procure that they comply with these Awards Event Terms and Conditions ("**Terms**") and the Parties' obligations under them. You acknowledge that you are responsible for any failure by your Guests to comply with these Terms.

1.2 You shall provide to the Company the names and contact details of any Guests who will be attending an Event. Only preregistered Guests shall be permitted entry to the Event.

1.3 You acknowledge that the Company may conduct its standard pre-registration checks on Guests, which might include (without limitation) trade sanctions screenings and identity checks.

1.4 Neither You nor Your Guests may sell, transfer, or share an Event invitation without the prior consent of the Company (such consent not to be unreasonably withheld).

1.5 Guests must be over the age of 18.

1.6 You shall (and shall procure that Your Guests shall) comply with all relevant laws and regulations which may apply in relation to Your and Your Guests' involvement in the Event.

1.7 You shall not do, or omit to do, (and You shall procure that none of Your Guests shall do, or omit to do) anything which may:

a) bring an Event into disrepute; or

b) be otherwise prejudicial to the image and/or reputation of the Event or the Company.

1.8 You acknowledge that attending an Event, whether as a sponsor, Guest or otherwise, is not a guarantee that You will be shortlisted for or win any award. All awards are determined on editorial and not commercial grounds.

2 **Your and Your Guests' Responsibilities**

2.1 Upon request, the Company may provide letters of invitation to Guests for the purposes of applying for relevant visas. However, You are responsible for ensuring that You and Your Guests:

a) have adequate insurance in relation to any risks under or in relation to the Event, including personal accident and travel insurance, prior to attending any Event requiring travel abroad;

b) have all necessary travel documentation, including but not limited to visas and other entry permits into the jurisdiction where the Event is held, and that they comply with all health formalities and any applicable laws in such jurisdiction. The Company is unable to provide any advice or assistance relating to the obtaining of visas. Failure by any Guest to comply with the provisions of 2.1 shall not entitle You to a refund; and

2.2 You warrant that you shall ensure that Your Guests are legally entitled to attend the Event and that they are not the subject of any sanctions or other restrictions that mean they should not attend.

2.3 You shall inform us of any special access requirements or dietary requirements for all Guests at the time of registration. For any approved substitute Guests all dietary requirements must be provided a minimum of 48 hours prior to the Event.

2.4 By attending the Event You and Your Guests acknowledge that photographs and filming may take place at the Event. The Company reserves the right to use images and videos recorded at the Event with Your or Your Guests' photograph and/or likeness in future marketing materials, including social media channels, websites, and print material, without obtaining any further approval from You or making any payment to You.

2.5 You are responsible for ensuring that Your Guests comply with any rules, policies, procedures of the Event Venue including the health and safety rules and any reasonable instructions issued by the Company and/or the management of the Event Venue

2.6 The Company reserves the right to remove any Guest from an Event or cancel any Guest's attendance at an Event if, in its sole discretion, it determines that such Guest's presence or conduct could:

a) result in either the Company or the Event Venue operator breaching applicable law;

b) cause a disruption at the Event;
c) threaten the safety of other attendees;
d) hinder the enjoyment of the Event by other attendees; or
e) damage the reputation of the Company or the Event,
without prejudice to any other rights or remedies available to the Company.

3 Invoices and Payments

3.1 The Company shall invoice You for the Fee as specified in the Contract Form.

3.2 Unless otherwise stated in the Contract Form, You shall pay each invoice submitted by the Company within 30 days of the date of the invoice unless the Event is less than 30 days from the date of signature of the Agreement then payment is due immediately on receipt.

3.3 The Fee is exclusive of VAT. If VAT is chargeable, You shall, on receipt of a valid VAT invoice from the Company, pay to the Company such additional amounts in respect of VAT as are chargeable at the same time payment is due.

3.4 Without limiting the Company's other legal remedies, You shall pay interest on the sum of any overdue invoices from the due date until payment of the overdue sum at a rate of 4% per annum above the Bank of England's prevailing base rate.

3.5 All amounts payable by You shall be paid in full without any set-off, counterclaim, deduction or withholding (other than as required by law).

4 Confidentiality

4.1 Each Party (the "**Receiving Party**") shall treat Confidential Information disclosed by the other Party (the "**Disclosing Party**") as confidential and shall not disclose the Disclosing Party's Confidential Information to any other person without the Disclosing Party's prior written consent.

4.2 Clause 4.1 shall not apply to the extent that such information was:

a) Obtained from a third party or in the possession of the Receiving Party without obligation of confidentiality, prior to its disclosure; or
b) already in the public domain at the time of disclosure otherwise than through a breach of this Agreement; or
c) independently developed without access to the Disclosing Party's Confidential Information.

4.3 The Receiving Party may only disclose the Disclosing Party's Confidential Information to the Receiving Party's employees and agents who are directly involved in the Event and the Receiving Party shall ensure that such employees and agents are aware of, and comply with, the confidentiality obligations set out in this clause.

5 Data Processing

5.1 In this clause 5 the terms "personal data", and "processing" shall have the meanings ascribed to them under the Data Protection Laws.

5.2 Each party, in relation to its processing of personal data in connection with this Agreement, shall:

a) individually and separately comply with all applicable requirements of the Data Protection Laws; and
b) process any personal data which it obtains or holds under or in relation to this Agreement (in relation to a Guest or otherwise) for the purposes of carrying out its obligations and/or obtaining the services under these Terms, in accordance with its privacy notice or as otherwise permitted by Data Protection Laws.

5.3 We shall use your personal data for the purpose of providing services in relation to Events, including, but not limited to Event registration, communications, Event access, dining, administration (including before, after and during the Event), invoicing and payment, guest lists, post-Event feedback, quality checks, Guest verification (including for sanctions and trade control purposes) research and polling. We shall also use the personal data you provide us, and which we collect from you, in accordance with Data Protection Laws and the Company Privacy Policy. We may share relevant personal data with Event venue management, organisers, printers, finance partners, Event service providers and external delivery partners.

5.4 In order to fulfil their respective obligations under the Agreement it may be necessary to make a Restricted Transfer (as defined in Chapter V of the GDPR). If a Restricted Transfer is made, Schedule 1 is applicable.

5.5 To the extent applicable to the Parties in connection with or pursuant to this Agreement, the Parties will comply with specific requirements stipulated by the Personal Information Protection Law of the People's Republic of China ("PIPL") and other relevant Chinese rules and regulations relating to the processing, privacy and use of personal data. The Parties will process individuals' personal data in accordance with the principles of legality, legitimacy, necessity and good faith. If You have employees, representatives or Guests in the People's Republic of China, before sharing their personal data with the Company, you hereby confirm, warrant and represent that You will inform such individuals that the Company will be processing their personal data and obtain their consent for their personal data to be processed by us for the purposes of this Agreement including but not limited to that data being shared with any relevant third party (who may be based in any territory) for purposes related to this Agreement. Please refer Your employees, representatives or Guests to the Company Privacy Policy for further information in relation to how their personal data is processed and in relation to their data protection rights and provide them with a copy, with the Company Privacy Policy You hereby confirm that You and Your employees, representatives or Guests have read and understood.

6 Cancellation, Postponement or Change of Event by the Company

6.1 You may cancel Your participation in the Event provided that written notification is received by the Company no later than 28 days before the Event for a full refund of Fees paid, less a 10% administration charge. We cannot accept verbal cancellations. If Your cancellation is received after this deadline You are liable for the full Fee. You may nominate a substitute to attend an Event in Your place subject to clause 1.3.

6.2 If it becomes necessary for any reason for the Company to cancel, change the date of or relocate any Event, the Company may do so on the terms set out in this clause 6, provided that the Company notifies You in writing.

6.3 For the purposes of this clause 6, the following terms shall have the meanings set out against them below:

a) **Accept**: accept either the new date(s) of the Event or the new Event venue in which case this Agreement shall remain in force in respect of the revised Event dates;
b) **Terminate**: terminate this Agreement with respect to such Event and, to the extent that only part of the Services have been provided at the Termination Date, obtain a refund of such proportion of the Fee as the Company may reasonably calculate; and
c) **Select an Alternative Event**: elect to apply the Fee (whether or not already paid to the Company) to another event organised by the Company, provided that the date of such event is less than three months from the date of such cancellation.

6.4 Upon receipt of notice of cancellation of the Event from the Company, subject to clause 7 You shall be entitled to Terminate or select an Alternative Event.

6.5 If the Company gives You less than 28 days' notice that the Company intends to postpone the Event You may Accept or, subject to clause 7 either Terminate or Select an Alternative Event.

6.6 If the Company gives You 28 days' notice or more that the Company intends to postpone the Event:

a) You shall be deemed to Accept if the new Event dates are within two months from the original Event dates; or
b) if the new Event dates are more than two months after the original Event dates, and subject to Clause You may, subject to clause 7, Terminate or select an Alternative Event.

6.7 If at any time before the start of the Event the Company relocates the Event from the Event Venue to an alternative venue in a different city or country, You may Accept or, subject to clause 7, Terminate or select an Alternative Event. Any alternative venue in the same city shall be of the same or substantially similar quality.

6.8 You shall obtain, at Your own expense, appropriate insurance against any risk of loss associated with the Event being cancelled, postponed, rescheduled or relocated.

7 **Force Majeure**

7.1 In this clause, "**Force Majeure**" means circumstances which are beyond the reasonable control of a Party and which are reasonably likely to affect the Company's ability to provide the Services, including circumstances which directly affect the attendees of an Event resulting in a reasonable proportion of the attendees being reasonably likely to be prevented from attending the Event.

7.2 If, as a result of Force Majeure, the Company cancels an Event, the Company shall use its reasonable endeavours to reschedule the Event to take place within two months of the original Event date.

7.3 If the Company is unable to reschedule an Event in accordance with clause 7.2, it shall refund the Fee to You as soon as reasonably practicable and in any event within 60 days from the date of notice of cancellation.

7.4 Without prejudice to the Company's obligation to refund any Fees to You, the Company accepts no liability and will not be liable for any compensation where the performance of its obligations under this Agreement is made illegal or impossible as a result of Force Majeure.

8 **Indemnities**

8.1 Each Party shall indemnify the other Party (for itself and on behalf of its Group Companies, directors, employees, and representatives) from and against all Losses arising out of or in connection with a third-party claim arising as a result of any breach by it of its obligations under clause 5.

8.2 You shall indemnify the Company from and against any loss or damage incurred or suffered by us, the Event Venue or any other Guests as a result of your conduct at the Event.

8.3 Upon receipt by a Party entitled to indemnification under clauses 8.1 and 8.2 above (an "**Indemnified Party"**) of notice of a claim, action or proceeding in respect of which indemnify may be sought hereunder, the Indemnified Party shall promptly notify the other Party (the **"Indemnifying Party"**) in writing. The Indemnifying Party shall at its own expense assume and control the defence of any litigation or proceedings in respect of which indemnity is sought and the Indemnified Party shall not settle any claim, action or proceeding in respect of which indemnity is sought without the Indemnifying Party's written consent, which shall not be unreasonably withheld, and the Indemnified Party shall provide the Indemnifying Party with such assistance (at the Indemnifying Party's cost) as is reasonably required by the Indemnifying Party.

9 **Limitation of Liability**

9.1 The Company shall use reasonable skill and care in its performance of its services in arranging the Event.

9.2 Nothing in this Agreement shall limit or exclude either Party's liability for death or personal injury, fraud or fraudulent misrepresentation or breach of any other liability which cannot be limited or excluded by applicable law.

9.3 Subject to clause 9.2, neither Party shall be liable, whether based on a claim in contract, tort (including negligence), breach of statutory duty or otherwise arising out of or in relation to this Agreement, for any indirect or consequential losses.

9.4 To the fullest extent permitted by applicable law, the Company excludes all liability for loss or damage to persons or property at the Event.

9.5 Subject to clause 9.2, the total aggregate liability of the Company to you, whether based on an action or claim in contract, tort (including negligence), breach of statutory duty or otherwise arising out of, or in relation to this Agreement shall not exceed the total amount of the Fees paid or payable under this Agreement.

9.6 The limitations and exclusions of liability set out in this clause 9 shall not apply in respect of:

a) Any liability of either Party arising under the indemnities provided in clause 8; or

b) Your obligation to pay undisputed invoices charges which have already become due and payable or

c) Your breach of clause 2.2.

10. Termination

10.1 Without affecting any other right or remedy available to it, either Party may terminate this Agreement with immediate effect by giving written notice to the other Party if:

a) the other Party commits a material breach of any term of this Agreement and (if such a breach is remediable) fails to remedy that breach within 15 days of that Party being notified in writing to do so;

b) the other Party takes any step or action in relation to its entering administration or being wound up (whether voluntarily or by order of the court), or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction; or

c) the other Party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.

11. Consequences of termination

11.1 On termination of this Agreement for any reason, You shall immediately pay to the Company any outstanding unpaid invoices.

11.2 Termination of this Agreement shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of termination.

12. Anti-Bribery

12.1 Each Party undertakes that it shall;

a) comply with the Anti-Bribery Legislation; and

b) not engage and has not engaged 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.

12.2 Each Party has in place its own policies and procedures to ensure compliance with the Anti-Bribery Legislation and will enforce them where appropriate.

13. Modern Slavery

13.1 Each party shall at all times take reasonable steps to ensure there is no Modern Slavery within its business and shall make all reasonable endeavours to ensure compliance with the same by its suppliers.

13.2 Each Party shall have the right to terminate this Agreement with immediate effect should it have reason to believe that the other Party is in breach of its obligations under clause 13.1.

14. Trade Sanctions

14.1 Neither the Client, nor any of its directors, officers, employees or Affiliates nor, so far as the Client is aware, any agents or other persons acting on behalf of any of the foregoing in relation to the performance of this Agreement:

a) is listed on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury (OFAC) or any similar list maintained by the United Nations, the European Union, the United Kingdom or any other relevant governmental entity;

b) directly or indirectly, has conducted, conducts or is otherwise involved with any business with or involving any government (or any sub-division thereof), or any person, entity or project, targeted by, or located in any country that is the subject of, any of the sanctions administered by OFAC or any equivalent sanctions or measures imposed by the United Nations, the European Union, the United Kingdom or any other relevant governmental entity (collectively "Sanctions");

c) directly or indirectly supports or facilitates, or plans to support or facilitate or otherwise become involved with, any such person,

government, entity or project in relation to the performance of this Agreement; or

d) is in violation of or subject to a governmental investigation relating to Sanctions.

14.2 Client agrees and acknowledges that the Company may implement its own policies which go beyond those duties articulated in applicable laws, directives and regulations, and Client understands that it shall comply with such the Company policies at all times.

15 **Assignment**

15.1 The Company may at any time assign, subcontract, delegate, or deal in any other manner with any or all of its rights and obligations under this Agreement.

15.2 You shall not assign, subcontract, delegate or deal in any other manner with any of Your rights and obligations under this Agreement without the prior written consent of the Company.

16 **Entire Agreement**

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.

17 Governing Law and Jurisdiction

This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of New York and the Parties agree to submit to the exclusive jurisdiction of the courts of NewYork in respect of any dispute which may arise in relation to it whether in contract, tort or otherwise.

Schedule 1
Standard Contractual Clauses and International Data Transfer Addendum to the EU Commission Standard Contractual Clauses

1. Each party acknowledges that in order to fulfil their respective obligations under the Agreement it may be necessary to make a Restricted Transfer (as defined in Chapter V of the GDPR) and therefore each party hereby agrees to the European Commission's Standard Contractual Clauses of 21 June 2021 ("SCCs") and/or, where a transfer of UK citizens personal data the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses (Version B1.0 in force 21 March 2022) (the Addendum).

2. If the Parties manually complete SCCs and/or an Addendum specific to this Agreement then such fully completed SCCs and/or Addendum shall be deemed incorporated into this Schedule and the rest of this Schedule shall not apply.

3. In the absence of a fully completed SCCs and/or an Addendum, each party agrees that the Module 1 SCCs and the template Addendum linked to above is hereby incorporated by reference into this Agreement and it shall be construed to include the following provisions (Table references below refer to Table references in the Addendum and the information at Table 3 is applicable to Annex I and II of the SCCs:

In relation to SCCs, (a) the Parties agree that the Data Protection Commissioner of Ireland shall be the competent Supervisory Authority pursuant to clause 13 of the SCCs; (b) data subjects for whom the Extorter processes EU personal data are third party beneficiaries under the applicable SCCs; (c) the SCCs shall be governed by the law of Ireland, which allows for third party beneficiary rights pursuant to Clause 17 of the SCCs; and (d) any dispute arising from the SCCs shall be resolved by the courts of Ireland pursuant to Clause 18 of the SCCs.

Table 1: Parties

Parties' details: The Exporter and Importer shall be the relevant parties to this Agreement (depending on which party sends and which party receives the Relevant Transfer)

Key Contact: shall be any relationship managers (or similar) referred to in the Agreement or in the absence of the same the primary liaison points at each of the Exporter and Importer

Signature: the signature to the Agreement shall be deemed to be included in Table 1

Table 2: Selected SCCs, Modules and Selected Clauses
Addendum EU SCCs: the second box in the table shall be deemed to be ticked

Modules: Module 1 ticked with no docking clause permitted and Clause 11 Option ticked.

Table 3: Appendix Information

Annex 1A: List of Parties: means the parties to this Agreement
Annex 1B: Description of Transfer: means the transfer of personal data identified in the Agreement from one party to the other as contemplated by the Agreement

Annex II: Technical and organisational measures: means industry standard and no less than adequate technical and organisational measures to ensure the security of the data, for example standards such as or equivalent to ISO 27001

Annex III: Any sub-processors which either party is using for the purposes of processing personal data under this Agreement and which such party shall notify to the other party in writing
Table 4: Ending this Addendum when the Approved Addendum changes

Each of the Importer and the Exporter can end the Addendum as set out in Section 19

Last Updated: July 2024