



# TERMS AND CONDITIONS

## PARTICIPATION TO THE EVENT

### 1. GENERAL PROVISIONS

The provisions of these terms and conditions (hereinafter, the “Terms and Conditions”) shall apply to all Exhibitors, Attendees and Providers or hereinafter, the “Participants”, who request admission to SPORTEL Rendez-vous Miami 2023 held from 9 - 10 May 2023 at the Miami Marriott Biscayne Bay, Miami, FL, USA.

MONACO MEDIAX, the association with its registered office at Le Triton, 5 rue du Gabian, Entrée C, MC 98000 Monaco, is the Organiser (hereinafter, the “Organiser”) of the Event SPORTEL Rendez-vous Miami 2023 (hereinafter, the “Event”) whose purpose is to unite leaders of the International Sports Media and Technology Industry.

These Terms and Conditions shall also apply to parties who contract with the Organiser. The goods and services offered in connection with the Event shall meet only the business requirements of any registered individual or legal entity. The Organiser reserves the right to accept or refuse to contract with any company. The Organiser is not obliged to justify its decision regarding the participation requests.

### 2. ACCEPTANCE

Signature of the participation contract and any admission to the Event shall be deemed the Participant’s total and complete agreement with and acceptance of the provisions of the Terms and Conditions, the participation contract and in case of Exhibitors (an Exhibitor is defined as any Participant who rents a meeting pod and/or an exhibitor suite at the Event) the Exhibitor’s Technical Manual ‘MyStand’ (hereinafter, the « Contract Documents »), all of which may be downloaded directly from the Event’s website including the specifications of the Miami Marriott Biscayne Bay.

Any amendments or reservations that the Participant may make to the Terms and Conditions in any manner whatsoever shall be deemed void.

### 3. AMENDMENTS TO AND PRIORITY OF THE TERMS AND CONDITIONS

The Organiser reserves the right to decide on all matters not covered by these Terms and Conditions. The Terms and Conditions shall prevail over any general regulations of purchase of Participants. In the Event of a discrepancy between the French and English versions of the Terms and Conditions, the [French version](#) shall prevail.

### 4. POSTPONEMENT OR CANCELLATION OF THE EVENT BY THE ORGANISER

Should the Event be cancelled for any reason for which the Organiser cannot be held responsible, such as a health situation, war, natural disaster or any instance of force majeure, the Event will reimburse the total amount of the Participant's registration fees.

If the Event is postponed, the amount of the deposit paid by Participants shall be carried over to the next SPORTEL Rendez-vous Miami.

Whether in the event of cancellation or postponement, the Participant shall assume all costs to incur in anticipation of the Event such as and not restricted to travel and hotel expenses and will not be entitled to compensation of any kind from the Organiser.

# CONDITIONS OF PARTICIPATION

## 5. BADGE

To gain admission to the Event, Participants must show an admission badge. Thus, Participants not wearing their badges will not have access to the Event.

A badge is valid only for the person to whom it is issued and may not be utilised by anyone else. Any badge being worn by someone other than its rightful owner will be confiscated and the person will have to leave the Event immediately. The Organiser will have no liability whatsoever to the original badge owner.

Due to the international nature of the Event, Participants shall ensure:

- that their participation is neutral in terms of political, ideological or religious expression
- not create disturbances (visual, auidial, olfactory, etc.) to the organisation of the Event, or to the other Participants in the vicinity of the Event.

Otherwise, the Organiser reserves the right to impose penalties, including refusing admission to the Event.

## 6. REGISTRATION

### a. General information

Participants may only register their full-time employees from a same company, in a same country. The Organiser may at any time request documentary evidence thereof.

In the event a Participant accredits any person who does not meet the foregoing requirements, they shall be required to register this person on a separate contract and pay the applicable registration fee, as specified in the online participation contract.

### b. Subsidiary participation

Companies that belong to a parent company must register with a "Subsidiary" participation contract. Subsidiaries are companies that belong to and have the same name as the parent company (same company name) and are located in the same city, in another city of the same country or in another country.

Any companý, having commercial relations or being fully or partially owned by the parent companý, such as joint ventures, agents, consultants, representatives, sponsors, etc., must register as Exhibitors or Attendees and pay the appropriate registration fees. In the event of refusal of participation by the Organiser, the amounts paid by the Participant requesting to participate in the Event, will be refunded, excluding 30% administrative fee, which will be retained by the Organiser.

### c. Hosts and hostesses

Upon request, the Participant may book hosts and hostesses with the Organiser. Should the Participant hire hosts and hostesses trough private agencies. It will be the Participant's responsibility to purchase the additional Exhibitor passes at the appropriate registration fee.

## 7. ADVERTISING

The Organiser reserves the exclusive right to post advertising in the venue where the Event is held and in the immediate surrounding area. All forms of advertising are strictly forbidden, with the exception of advertising that uses the media defined below in article 19, and the advertising spaces that the Organiser assigns. In the event of noncompliance with these requirements, the Organiser may remove such advertising at any time without prior notice.

Participants shall not, within the location of the Event, display products or services or advertise companies or businesses that are not the Participants, without the Organiser's prior written authorisation. Furthermore, the distribution of leaflets, brochures, flyers or documents of any type for promotional or any other purposes is strictly limited within the Event venue and is subject to the Organiser's prior authorisation. Participants shall not, in any manner whatsoever, advertise any establishment that is a member of a regulated profession for which the official organisation prohibits advertising.

## 8. SPONSORING

Some of the Organiser's Events may be sponsored by Participants pursuant to the Terms and Conditions set forth in the participation contract which specifies the characteristics of the Event. Unless otherwise stated, sponsorships are non-exclusive.

In the event that more than one Participant sponsors the same Event, the Organiser shall promote the Participants. The Organiser reserves the right to modify the characteristics of the Event or to have the Participants modify the materials intended to be distributed, in particular due to legal requirements or for reasons related to the general organisation of the Event and/or, more broadly, in the interest of all the Participants of the Event.

## **9. PHOTOGRAPHY AND FILMING, AUDIO & VIDEO**

The Participant is informed that the taking of photographs and/or the making of audio and video recordings by other Participants is possible but he can oppose its operation. The Organiser is exempt from any liability in this regard.

Unless Participants expressly communicate their opposition, Participants authorise, free of charge, the Organiser and its partners to photograph and/or record the voice and image of the Participant(s) and to communicate to the public, in the whole world, such photos and/or recordings, which may be presented (in particular in the form of live or delayed broadcasting), reproduced without limit as to the number of reproductions and published, with no limit of time in any format (in particular, downloadable formats, including MP3, podcasts and webcasts), using any method or process known or unknown at this time, in whole or in part, on all tangible or intangible media known or unknown at this time, including but not limited to paper, optical, analogue and digital media (CDs, DVDs, USB, etc.), or over an electronic network (the internet and, in particular, the websites of the Organiser and its partners), and on any other promotional or marketing tool it may use for information or promotional purposes.

## **10. UNFAIR BUSINESS PRACTICES**

The Participant is formally prohibited from taking part in activities outside the designated exhibition area of the Miami Marriott Biscayne Bay similar to those carried on within the perimeters of the Event throughout the duration of the said Event.

Consequently, the Participant undertakes not to solicit directly or indirectly any other Participant outside the confines of the designated exhibition area of the Miami Marriott Biscayne Bay for the purpose of meeting, demonstrating any products or services being demonstrated at the Event itself. The Participant is expressly prohibited from renting a meeting or conference room or a suite in any hotel in Miami during the Event without the express prior consent of the Organiser.

Any contravention of the general articles of these Terms and Conditions by the Participant will be considered to be a contravention of the essential conditions governing the validity of this participation contract, in the full legal sense and with no requirement for any warning to be given to this effect, will lead to the confiscation of the Participant's accreditation badge and the immediate exclusion of the Participant concerned from the Event. The participation fees and any other sums paid will not be reimbursed, and will become the property of the Organiser. The Organiser also reserves the right to claim compensatory damages against any Participant thus contravening the rule.

## **EXHIBITS: Meeting Pods, Exhibitor Suites**

### **11. ASSIGNMENT AND DISTRIBUTION OF LOCATIONS**

The Organiser shall determine the Event floor plan layout and assign locations. The Organiser shall endeavor to take into account Exhibitors' requests, the nature of the products and services they plan to exhibit and the arrangement of the exhibits they plan to install, in accordance with the interests of the Event.

Participation in prior events shall not entitle Exhibitors to a specific location. The Organiser shall in no event be liable to Exhibitors for any consequences that may ensue from the location assigned to them, such as low foot traffic.

In the event a Participant causes a disturbance or to ensure the best possible presentation of the Event in the interests of all Participants, the Organiser reserves the right to modify, at any time and as often as it deems necessary, the use of the areas requested by Exhibitors, the location of Meeting Pods or Exhibitor Suites the

decoration thereof if they do not comply with the requirements of the Exhibitors' Technical Manual 'MyStand' (Meeting Pods are not applicable to 'MyStand').

## **12. SET-UP, INSTALLATION AND DECORATION, BREAK-DOWN**

### **a. Set-up**

Exhibitors and any person duly appointed to represent them shall:

- Become familiar with the Exhibitors' Technical Manual 'MyStand' and comply therewith;
- Comply with the safety measures imposed by applicable laws and regulations during set-up, breakdown and throughout the Event;
- Be present at their pod/suite during the inspection by the teams responsible for ensuring compliance with safety standards.

Subject to the provisions of the Technical Manual 'MyStand', and consistent with the overall decoration of the Event, Exhibitors are free to fit out and decorate their suite, provided they do not hinder the visibility of safety signs and equipment of nearby suite. The Organiser reserves the right, at any time and at the Exhibitor's expense, to have removed or to destroy any materials or installation deemed non-compliant with the Technical Manual 'MyStand' and/or not agreed upon by the Organiser.

### **b. Break-down**

Exhibitors can remove their own equipment from 5pm on Wednesday 10 May. Pod/suite teardown is authorised on Wednesday 10 May only.

## **13. MEETING PODS & EXHIBITOR SUITES OCCUPANCY**

The pod/suite must be occupied on the first day of the Event. Otherwise, the Organiser will take back the pod/suite without liability to the Participant for indemnification or refund of the pod/suite rental fee.

Exhibitors shall at all times maintain sufficient staff at their pod/suite and keep it fully equipped during the entire duration of the Event.

Exhibitors shall display products and/or services that comply with American laws and regulations and that originate from lawful activities, and shall obtain all authorisations necessary to conduct their business. Products shall be displayed only within the pod/suite, shall not encroach on the aisles and shall in no event inconvenience nearby Exhibitors. Take-away sales or sales in which goods are immediately delivered to the buyer are forbidden. Events held at the pod/suite as demos, shall require the Organiser's prior authorisation.

## **14. DAMAGES**

Exhibitors shall be liable for all damage they cause to their pod/suite. Accordingly, Exhibitors shall leave their pod/suite and/or assigned location, as well as any equipment and materials supplied by the Organiser, in their original condition. Therefore, at the time they take possession of their pod/suite, Exhibitors shall have any existing damage evidenced on the same day of installation by the Organiser's technical department. Otherwise, Exhibitors will be invoiced for such damage at the conclusion of the Event.

## **15. ASSIGNMENT AND SUBLETTING OF ASSIGNED LOCATIONS**

Participants are expressly forbidden from assigning, subletting or exchanging, free of charge or for consideration, all or any part of the locations assigned by the Organiser, including pod/suite and advertising spaces.

However, more than one Exhibitor may be allowed to exhibit jointly, provided they have submitted a prior request to the Organiser, and have received written consent from the Organiser.

## **FINANCIAL TERMS AND CONDITIONS APPLICABLE TO PARTICIPATION**

### **16. TERMS OF PAYMENT**

Payments are only accepted in the Euro currency.

#### **a. Attendees**

All fees are to be paid by credit card (Visa, MasterCard, Amex) through the online registration system. No Value Added Tax (VAT) is applicable.

#### **b. Exhibitors**

Payment must be received in full upon immediate receipt of the invoice.

The registration will be effective and confirmed when full payment of the invoice is received.

Any payment, especially by bank transfer, that does not specify the reference of the participation contract or of the related invoice will be rejected.

Upon receipt of the online registration contract, the related invoice can be downloaded in MySportel. <https://www.mysportel.com/login>

## **17. NON-PAYMENT**

A Participant's failure to comply with the "Terms of Payment" clause shall automatically result in the immediate payment of the amount of the participation to the Organiser and/or suspending performance of services, in particular access to the Event, and/or Sportel Connect networking tool and/or to reassign the pod's location to another Participant. Failure to pay the price in full shall preclude the Participant from registering for any future Event of the Organiser.

## **18. CANCELLATION / SUBSTITUTION**

### **a. Meeting Pod, Exhibitor Suite & Meeting Room Cancellation by the Participant**

Any cancellation notification must be received in writing.

For cancellations received by 6 March 2023, 23:59 CET at the latest, the Participant is entitled to a refund of 70% of the total amount of the pod/suite and/or meeting room reservation fee. As a consequence of which the access to the Sportel Connect networking tool is closed and the refund order is scheduled after the Event.

After 6 March 2023, 23:59 CET, no refund can be granted to the Participant, except for any reason for which the Participant cannot be held responsible such as a health situation, war, natural disaster or any instance of force majeure. COVID-19 is considered as case of force majeure. A written proof from a physician is required for any cancellation for health reasons.

In these cases only, the total amount of the pod/suite and/or meeting room reservation fee is refunded except for orders which have been placed via MyStand.

Regardless of the reason and date of cancellation, the Participant expressly agrees to pay the amount due when applicable otherwise, article 17 applies. The Participant shall assume all costs to incur in anticipation of the Event such as and not restricted to travel and hotel expenses and will not be entitled to compensation of any kind.

### **b. Attendee Registration Cancellation by the Participant**

Any cancellation notification must be received in writing.

For cancellations received by 6 March 2023, 23:59 CET at the latest, the Participant is entitled to a refund of 50% on the registration fees. As a consequence of which the access to the Sportel Connect networking tool is closed and the refund order is scheduled after the Event.

After 6 March 2023, 23:59 CET, no refund can be granted to the Participant, except for any reason for which the Participant cannot be held responsible. COVID-19 is considered as case of force majeure. A written proof from a physician is required for any cancellation for health reasons.

In these cases only, the total amount of the pod/suite and/or meeting room reservation fee is refunded except for orders which have been placed via MyStand.

Regardless of the reason and date of cancellation, the Participant expressly agrees to pay the amount due when applicable otherwise, article 17 applies. The Participant shall assume all costs to incur in anticipation of the Event such as and not restricted to travel and hotel expenses and will not be entitled to compensation of any kind.

### **c. Participant substitution**

The free substitution deadline is 5 April 2023, 23:59 CET.

There is no administrative fee for substitutions made prior to 5 April 2023, 23:59 CET.

However, for each and every substitution received after 5 April 2023, 23:59 CET, a fee is applicable. Substitutions are permitted only between employees of the same company, as indicated in the b section, article 6.

### **d. Cancellation of the Participation by the Organiser**

The Organiser reserves the right to cancel the Participant's registration in full without any need to state the grounds. In this case, the Participant will be duly notified in writing and the registration fees paid will be refunded. On the other hand, if orders for services have been placed by the Participant and these have already been committed by SPORTEL, the amount of the said order(s) will remain due by the Participant. The Participant shall assume all costs incurred in anticipation of the Event such as and not restricted to travel and hotel expenses.

## **INTELLECTUAL PROPERTY**

### **19. ORGANISER'S MEDIA AND CONTENT**

Includes any content or medium provided by the Organiser to the Participant such as brochures and the SPORTEL Connect, the Event website and any medium owned by the Organiser, which it publishes and distributes, in its whole, protected.

The Participant shall therefore not use it in any manner whatsoever without the Organiser's prior written agreement.

#### **a. Organiser's Media and Content provided to Participants**

All written content, videos, images, distinctive signs, data, IT applications and/or functionalities published in the Organiser's media, with the exception of those submitted by Participants, are the property of the Organiser and/or third parties and are protected by the Monaco Intellectual Property Code (Code de la Propriété Intellectuelle). Therefore, Participants shall in no event reproduce, modify, delete, distribute, grant and/or use them, in whole or in part, and in any manner whatsoever, without the prior written agreement of the Organiser or the right holders. Otherwise, Participants risk being liable or being held liable.

#### **b. Organiser's Media and Content provided by Participants**

The Participant authorises the Organiser to reproduce and use its own content, for the time period during which the Organiser's media is distributed, free of charge and in the whole world. The Participant shall be solely liable for the information and documents that it provides and that are published and distributed via the Organiser's media event. The Participant may not hold the Organiser liable, including in the event of an error and/or omission, in particular if due to erroneous or incomplete information provided by the Participant. Furthermore, the Participant shall ensure that it holds all necessary authorisations and, failing this, shall hold the Organiser harmless in the event of any recourse.

#### **c. Placing advertising on the Organiser's Media**

The Organiser shall determine the advertising spaces available on its media and has a right to control all advertising distributed thereon in order to ensure compliance with applicable laws and protect the interests of the Event and/or the Participants.

The Organiser may refuse to publish the content or advertisement at issue, in which case the Participant shall be reimbursed the price of the advertising space, to the exclusion of any other expenses, less sums incurred by the Organiser before it discovers the unlawful nature of the publication.

In the specific situation where a Participant has placed an order for advertising on the Organiser's media but fails to provide the Organiser with the information and documents necessary for publication in a timely manner, the Organiser reserves the right to make other arrangements with respect to such advertising space, in particular to

publish the statement "Space reserved by ...", followed by the Participant's name. In such case, the Participant shall not be entitled to claim a refund of the price of the order or any compensation.

## DATA PROTECTION

### 20. COLLECTION AND USE OF DATA : GDPR

The Organiser undertakes not to disclose information provided by Participants to third parties, such information shall only be used by its internal departments to process registrations or send information emails.

In compliance with Article 14 of the Monaco Act of Law dated 25 May 2018, the Participant has a right to access modification, correction and deletion of the latter's personal data. To do so, make the request online to [rgpd@monacomediax.com](mailto:rgpd@monacomediax.com) or by letter to the Organiser's main office: Le Triton, 5 rue du Gabian, Entrée C, MC 98000 Monaco, specifying the Participant contact details.

The Participant declares that the Participant is aware of Internet characteristics and limits, in particular with respect to technical performances, response time required to access, query or transfer data, as well as risks inherent to communications' safety.

It is expressly agreed that, except for obvious error by the Organiser, proved by the Participant, data stored in the Organiser's information system is valid evidence of orders placed by the Participant. Computer data and emails exchanged between the Participant and our services constitute valid evidence, and are admissible under the same conditions and with the same evidential value as any document which may be drawn up, received or filed in writing.

The Participant has the right to obtain from the Data Controller the erasure of his / her personal data. In that case, the Data Controller has the obligation to delete all information.

The Participant has the right to request the modification of his / her personal data and the right to request, in a legible medium, all the personal data that the Organiser may hold.

For the purposes of fulfilling the participation contract, all or some of this personal data may be:

- Communicated to other Participants, who may be located anywhere in the world, in order to enable them to prepare for the Event and schedule their business appointments. In this regard, the Participants undertake not to use such data for any other purpose. The Organiser reserves the right to enjoin nuisances caused by such use by any means.
- Communicated to third parties that have entered into contracts with the Organiser, in particular the Organiser's representatives, service providers and partners, which may be located anywhere in the world.
- Used on all distribution and promotional media in connection with the relevant Event, including over the SPORTEL Connect.

## INSURANCE AND LIABILITY

### 21. INSURANCE

Participants shall ensure that they have taken out all insurance policies necessary for their participation. The Organiser declines all liability in this regard, in particular for the loss or theft of belongings at the Event site. The Participant agrees to provide the proof of insurance required by the Organiser.

### 22. LIABILITY OF THE ORGANISER

The Organiser shall not be liable for any losses that Participants may for any reason whatsoever, with the exception of bodily injury.

The Organiser is subject to an obligation of means only towards the Participant.

## MISCELLANEOUS

### 23. SECURITY

The Participants are required to respect all safety measures imposed by administrative or legal authorities, as well as any safety measures, which may be taken by the Organiser. The Organiser reserves the right to verify compliance with these measures.

Surveillance is maintained under the control of the Organiser; the decision regarding the application of safety regulations is implemented immediately.

#### **24. SANCTIONS**

Depending on the circumstances, the Organiser reserves the right to take the following actions, without the Participant being entitled to claim any compensation:

- Unilaterally and automatically terminate the participation contract and to refuse access to the Event in case of the Participant's partial or total non-performance of the provisions of the Terms and Conditions, the Exhibitors' Technical Manual "MyStand".
- Prohibit the Participant from participating in the Event for two (2) full consecutive years.

These sanctions may be imposed without prejudice to legal action the Organiser may initiate to assert its rights and claim damages on the grounds of the Participant's breach of contract. The Participant shall be liable for expenses incurred in connection with the Organiser's actions.

#### **25. GOVERNING LAW AND JURISDICTION**

These Terms & Conditions and the participation contract, which constitute a contract of adhesion and the insurance policies taken out by the Organiser are governed by Monaco law; the Courts of Monaco have exclusive jurisdiction over any dispute or litigation resulting from enforcement of these Terms and Conditions. The French version, which is available on the Event's website and/or upon written request to the Organiser is the only version binding the parties which the parties expressly acknowledge.