

# TERMS AND CONDITIONS

## 1. GENERAL PROVISIONS

The provisions of these terms and conditions (hereinafter, the “Terms and Conditions”) shall apply to all Exhibitors, Visitors and service providers (hereinafter, the “Participants”), who request admission to SPORTEL Miami 2020, held 03 - 06 March 2020 at the JW Marriott Marquis, Miami.

MONACO MEDIAX, the association with its registered office at 4 Bd Jardin Exotique, 98000 Monaco, is the organiser (hereinafter, the “Organiser”) of the event SPORTEL Miami 2020 (hereinafter, the “Event”) of which 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, the specifications of the JW Marriott Marquis, Miami and, in case of Exhibitors (an Exhibitor is defined as any Participant who rents a stand location at the event) the technical manual ‘MyStand’ (hereinafter, the « Contract Documents »), all of which may be downloaded directly from the event’s website.

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 terms and conditions 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 EVENTS 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, until the date on which registration closes, Participants shall assume all risks associated with the non-occurrence of the event and, in particular, they alone shall bear costs they may have chosen to incur in anticipation of the event.

However, Participants may be refunded the amounts of their deposit or participation fee if the event is cancelled.

If the event is postponed, the amount of the deposit or participation fee paid by Participants shall be carried over in view of their participation in the new event.

## 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 or any official SPORTEL Miami 2020 functions.

A badge is valid only for the person to whom it is issued and may not be utilized by anyone else.

Any badge being worn by someone other than its rightful owner will be confiscated. 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, audial, 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. ACCREDITATION**

Participants may accredit only their full-time employees from a single company, in a single 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.

An Exhibitor's Subsidiary Participation Contract is applied when the principal exhibiting company has full-time employees in divisions or branch offices located outside the country indicated on the principal Exhibitor's participation contract.

Divisions or branch offices can be defined as offices that are fully owned by the principal exhibiting company, bearing the same corporate name and located in a country other than that of the principal exhibiting company.

All joint-venture companies, agents, consultants, representatives, producers or product suppliers, sponsors, etc., wherever based, must register separately as either Exhibitors or Visitors and pay the appropriate registration fee. This includes all employees of all companies that are fully or partially owned by the principal exhibiting company and that are not classified as subsidiaries.

In the event of participation refusal, the amounts paid by the person requesting to participate in the Event, will be refunded, excluding the amount for administrative fee.

Hosts & hostesses hired through private agencies will not be accredited by the Organiser. It will be the Exhibitor'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 non-compliance 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 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 the immediate surrounding area 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 that represents the profession 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, in the whole world 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 JW Marriott Marquis, Miami 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 JW Marriott Marquis, Miami 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 exhibition area of the JW Marriott Marquis, Miami.

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.

### **STANDS**

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

The Organiser shall determine the event floor plan layout and assign locations. The Organiser shall endeavour to take into account Exhibitors' requests, the nature of the products and services they plan to exhibit and the arrangement of the stand 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 stands or the decoration thereof if they do not comply with the requirements of the Exhibitors' Technical Manual 'MyStand', after having given Exhibitors prior notice of its actions.

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

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, break-down and throughout the event; and
- \* Be present at their stand 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 stand, provided they do not hinder the visibility of safety signs and equipment of nearby stands. 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. The dismantling of the stands or removal of any equipment is not allowed before 2:00pm on 06 March 2020.

## **13. MANNING OF THE STANDS**

The stands must be occupied on the first day of the convention. Otherwise, the Organiser will take back the stand without liability to the Participant for indemnification or refund of the registration fee, unless otherwise agreed with the Organiser in advance.

Exhibitors shall at all times maintain sufficient staff at their stand and keep it fully equipped during the entire duration of the event.

Exhibitors shall display products and/or services that comply with Miami and US 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 stand, shall not encroach on the aisles and shall in no event inconvenience nearby Exhibitors. Materials and products shall be arranged in an aesthetic manner. Take-away sales or sales in which goods are immediately delivered to the buyer are forbidden, except with the Organiser's prior written authorisation.

Events held at the stand as: attractions, shows, events etc. shall require the Organiser's prior authorisation.

## **14. DAMAGE**

Exhibitors shall be liable for all damage they cause to their stand. Accordingly, Exhibitors shall leave their stand 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 stand, Exhibitors shall have any existing damage evidenced on the same day by the Organiser's technical department. Otherwise, Exhibitors risk being 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 stands 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.

#### VISITORS:

All fees are to be paid directly by credit card (Visa, MasterCard, Amex) through the online registration system. Rates are in Euro and are not subject to VAT.

The related invoice will be promptly emailed to the Participant.

#### EXHIBITORS:

Before 15 January 2020: Possibility to pay by bank transfer. Payment must be received in full within 10 days from the invoice's date of issue.

From 15 January 2020: All fees are to be paid directly by credit card (Visa, MasterCard, Amex) through the online registration system. Rates are in Euro and are not subject to VAT. The registration will be confirmed when full payment is received. Any payment, especially the bank transfers, 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 will be promptly emailed to the Participant.

### 17. NON-PAYMENT

A Participant's failure to comply with the "Terms of Payment" clause shall entitle the Organiser to suspend performance of services, in particular access to the online community and/or the event, and/or to reassign the stand's location [to another Participant]. When the problem has been resolved, at the Organiser's discretion, the Participant may be offered a substitute alternative solution.

Failure to pay the price in full shall preclude the Participant from registering for any future event of the Organiser.

Should the Participant fail to pay, the Organiser reserves the right to cancel the participation contract without giving any additional reasons.

### 18. CANCELLATION / SUBSTITUTION

#### a) Stand Cancellation by the Participant

The stand cancellation deadline is 16 Dec. 2019.

In the event of a stand cancellation, 70% of the total stand rental fee will be refunded provided the Organiser is duly notified in writing prior to 17 December 2019.

There will be no refunds on stand reservations or cancellations received after 16 December 2019.

If a company has not paid the stand registration fee at the time of cancellation, it expressly agrees to pay to the Organiser 30% of the registration fee on cancellations received prior to 17 December 2019 and 100% of the registration fee on cancellations received after 16 December 2019.

#### b) Participant Cancellation

The participant cancellation deadline is 28 Jan. 2020

In the event of a Participant cancellation, 50% of the Participants' fee will be refunded provided the Organiser is duly notified in writing prior 29 January 2020.

There will be no refunds on registrations or cancellations received after 28 January 2020.

If a Participant has not paid his/her registration fee at the time of cancellation, he/she expressly agrees to pay the Organiser 50% of the registration fee on cancellations received prior to 29 January 2020 and 100% of the registration fee on cancellations received after 28 January 2020.

There will be no refunds on registrations or cancellations received after 28 January 2020.

**c) Substitution**

The free substitution deadline is 28 Jan. 2020.

There is no administrative fee for substitutions made prior to 29 January 2020.

However, each and every substitution received on or after 29 January 2020, will be charged €250.00 (VAT not included).

Substitutions are permitted only between company employees of the same company based in the same country, as indicated in the "Participant" section, article 6, of the online participation contract.

**d) Substitution and cancellation of the conference day**

The conference day pass is exchangeable between employees of the same company, same country.

100% of the conference day access fee will be refunded if the Organiser is duly notified in writing prior to 29 January 2020.

There will be no refunds on conference cancellations received after 28 January 2020.

**e) Cancellation by the Organiser**

The Organiser reserves the right to cancel the registration in full without any need to state the grounds. In case of cancellation, the Participant will be duly notified in writing and the registration fees paid will be refunded.

## INTELLECTUAL PROPERTY

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

The Organiser shall provide the Participants with catalogues, periodicals, databases, lecture programmes and websites specific to the event (hereinafter, the "Organiser's Media" or "its Media"). The Organiser is the owner and publisher of this Media, which it publishes and distributes, with the exception of the content published by Participants via the online community that the Organiser hosts.

This Media is protected and the Participant shall therefore not use it in any manner whatsoever without the Organiser's prior written agreement.

\* Organiser's Media and Content provided to Participants: all texts, videos, images, distinctive signs, data, IT applications and/or functionalities published in the Organiser's Media, with the exception of those submitted by Participants (hereinafter, the "Content"), are the property of the Organiser and/or third parties and are protected by the Monaco Intellectual Property Code (Code de la Propriété Intellectuelle) and the Monaco Civil Code. 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.

\* 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. 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.

\* 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.

Any authorised advertorial-type advertising within the Event venue must carry the banner "PUBLICITÉ" [ADVERTISEMENT].

The Organiser may refuse to publish the text 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 its order or any compensation.

## DATA PROTECTION

### 20. COLLECTION AND USE OF DATA

SPORTEL 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, simply make your request online or by letter specifying your surname, first name and address.

In all events, the Participant declares that he/she 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 SPORTEL, proved by the User, data stored in the SPORTEL information system is valid evidence of orders placed by the User. 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 SPORTEL 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 Networking Tool.

## 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 property at the Event site. The Participant agrees to provide the required proof of insurance upon request.

## 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 only owes the Participant a reasonable endeavours obligation.

## 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 are 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 in the event of the Participant's partial or total non-performance of the provisions of the Regulations, the Exhibitors' Technical Manual, the participation contract and/or the insurance policies that the Organiser has taken out on behalf of the Exhibitors;

Order the immediate closure and then the taking down of the stand and/or the immediate expulsion of the Participant from the event venue;

Prohibit the Participant from participating in the event for two (2) full consecutive years;

Suspend access to the database at any time, without compensation;

Require the Participant to comply with a court decision that makes a finding of infringement.

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 (in particular, bailiff's costs, costs associated with taking down the stand, etc.).

### 25. GOVERNING LAW AND JURISDICTION

These Regulations and the participation contract, which are an adhesion contract, the insurance policies that the Organiser has taken out on behalf of the Participants and the Exhibitors' Technical Manual 'MyStand' 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](#) thereof, which the Participant acknowledges it has read (and which are available on the event's website and/or upon written request from the Organiser) are the only versions binding the parties, which the parties expressly acknowledge.