

**Haymarket Media Group Ltd.  
Awards  
Business Terms & Conditions**

**1. Introduction**

The Haymarket Media Group Ltd is a company registered in England and Wales. Our company registration number is 00267189 and our registered office is at Bridge House, Twickenham, TW1 3SP (“**we**” and “**us**”). Our VAT number is 232584272. These are the terms and conditions subject to which we will allow you as a business (“**you**”) to enter our Awards Competition. Haymarket events are intended only for business, academic or professional audiences. If you are an individual consumer, you must make this clear to us prior to making any booking.

**2. Making an Entry**

- 2.1 Entries must be made following the process and rules set out on the Awards Page.
- 2.2 We will not accept responsibility for Entries that are lost, mislaid, damaged or delayed in transit, regardless of cause, including, for example, as a result of any postal failure, equipment failure, technical malfunction, systems, satellite, network, server, computer hardware or software failure of any kind. For the avoidance of doubt, proof of posting or transmission of a lost or delayed Entry for the Awards Competition will not be accepted as a valid or alternative Entry.
- 2.3 Our acceptance of your Entry will take place when we accept your Entry booking in writing, at which point a contract will come into effect between you and us.
- 2.4 When we accept your Entry, it shall be incorporated into, and subject to the terms and conditions set out in this Agreement. This Agreement shall take precedence over your Entry except to the extent that we agree that your Entry expressly overrides this Agreement in writing with specific reference to this clause 2.4 of this Agreement.
- 2.5 Acceptance of your Entry shall not (unless it is expressly stated otherwise) prejudice any rights, obligations and/or remedies both you and us may have and which have accrued independently under this Agreement.

**3. Eligibility & Judging**

- 3.1 The Awards Competition is open to entrants fulfilling the Entry Criteria set out on the Awards Page.
- 3.2 Any material supplied in support of an entry must be your original work. We will not accept an Entry that contains work which does not belong to you, has been plagiarised, includes intellectual property belonging to another person or has had a complaint of any nature upheld against it, or where we suspect that the Entry may fall within the foregoing categories.
- 3.3 The Entries will be judged by a panel of selected judges. A list of the judges can be viewed on the Website at the address set out on the Awards Page.

- 3.4 We will consider your Entry on its merits and solely on the basis of the information you provided in your Entry. The decision of the panel of judges will be final and we will not enter into any correspondence or discussion with any entrants nor will we accept any submissions, representations or appeals with regard to such decision. We reserve the right not to make any particular award in any given category.
- 3.5 Your Entry and any supporting documentation will not be considered confidential information unless clearly identified as 'Confidential' and you agree that we and/or our Group Companies can use the information (or parts of the information) contained in the Entry submitted for publicity purposes in or any media and for the purposes of promoting the Awards.

#### **4. Attending the Awards Ceremony**

- 4.1 If you simply wish to attend the Awards Ceremony or, as an organisation making an Entry would like to bring Attendees, then you will need to make a separate attendance booking.
- 4.2 In order to make a booking for attendance at the Awards Ceremony, you need to complete the online registration form, a link to which can be found on the Awards Page. Once you submit your online registration form, we will try to process your booking as soon as possible. Your booking is not confirmed until you receive an email confirmation from us which sets out joining instructions and other useful information. If you do not receive our email confirmation within 24 hours of you submitting your online registration form, please contact us at the address set out on the Awards Page as soon as possible before the Awards Ceremony. It is your responsibility to update us of any changes to your contact details so that we are able to contact you.
- 4.3 Unless otherwise agreed by us in advance and in writing, all Attendees must be at least 18 years of age on the date of the Awards Ceremony.
- 4.4 We are not responsible for any offence caused by the presenter or any acts or other entertainment in the awards ceremony.
- 4.5 Attendees are required to make their own arrangements for transport to the Venue. We are not responsible for any inability to attend owing to failure of transport.
- 4.6 An Attendee who arrives late may not be allowed to enter the Venue until there is a suitable break in the Awards Ceremony, or until suitable door arrangements have been made.

#### **5. Venue & Special Requirements**

- 5.1 Attendees must comply with the rules and regulations governing the Venue including dress codes and rules of entry. If an Attendee brings any property to the Venue, he does so at his own risk. We are not responsible for any loss and/or damage to such property. If an Attendee is using car parking facilities at the Venue, he does so entirely at his own risk. We do not accept any responsibility for any loss and/or damage resulting from his use of such car parking facilities. Car parking spaces are not guaranteed.
- 5.2 We reserve the right to refuse admission to any person whom we consider in our absolute discretion to be unsuitable for admission to the Awards Ceremony or to

remove such person after the start of the Awards Ceremony. In such circumstances, there will be no refund of the Attendance Fee.

- 5.3 If there are any specific requirements due to a disability, food allergies or for any other reason (a "Special Requirement"), please email us at the address set out on the Awards Page as soon as possible and, in any event, no less than 7 days before the Awards Ceremony. Where you inform us of a Special Requirement less than 7 days before the Awards Ceremony you understand it may not be possible to accommodate that Special Requirement, or its accommodation may result in an additional charge.
- 5.4 The Host is responsible for informing us of any Special Requirements for any of their guests, as per clause 5.3.

## **6. Data Protection**

- 6.1 To the extent that you provide us with Personal Data and/or Sensitive Personal Data under this Agreement, you agree that you are the Data Controller and we are the Data Processor of such Personal Data and/or Sensitive Personal Data. You warrant, represent and undertake that:
- 6.1.1 you comply and shall comply throughout the Term of this Agreement with all applicable Laws in respect of such Personal Data and/or Sensitive Personal Data;
- 6.1.2 you have (or have procured) and shall have (or shall procure) throughout the Term of this Agreement, all permissions, consents and approvals of Data Subjects to provide their respective Personal Data and/or Sensitive Personal Data to us and to allow us and/or our Group Company to Process such Personal Data and/or Sensitive Personal Data in the course of performing our obligations under this Agreement;
- 6.1.3 you shall not do or omit to do anything which causes us to breach any applicable Laws or contravene the terms of our registration, notification or authorisation under the Privacy and Data Protection Requirements and/or the registration, notification or authorisation of any of our Group Companies under the Privacy and Data Protection Requirements; and
- 6.1.4 any such Personal Data and/or Sensitive Personal Data is (and will be) throughout the Term of this Agreement up to date, accurate and complete.
- 6.2 You acknowledge and agree that Personal Data and/or Sensitive Personal Data that you provide to us under this Agreement may be stored, hosted and/or Processed in countries outside the European Economic Area.
- 6.3 If you breach this Clause 6, this shall entitle us to terminate this Agreement immediately by giving you written notice.

## **7. Cancellations, Withdrawal & Change of Venue**

- 7.1 We reserve the right to cancel, postpone or move the Awards Ceremony to another Venue or to change any other aspect of the Awards Ceremony at our discretion for any reason whatsoever. However, we will notify you promptly if the change relates to a change of Venue or material change in timing. For the

avoidance of doubt, such a change shall not entitle you to terminate this Agreement.

- 7.2 We reserve the right to change the Awards Ceremony presenter or any other performers and do not guarantee the attendance of any particular guest.
- 7.3 Any discounts or offers advertised for a particular event (such as "Early Bird" offers) may be time limited and/or subject to availability and will be subject to additional terms and conditions.
- 7.4 Where we cancel an Awards Ceremony we will refund any Attendance Fees paid, and we will use reasonable endeavours to notify you of such cancellation.
- 7.5 If you wish to withdraw your entry, you must email us at the address set out on the Awards Page. Where you withdraw your entry more than 14 days after booking, or on or after the closing date for entry (whichever is earlier) there will be no refund.
- 7.6 If you wish to cancel your attendance at the Awards Ceremony you must email us at the address set out on the Awards Page as soon as possible. If you cancel 30 or more days before the Awards Ceremony we will refund your Attendance Fee in full, though we reserve the right to retain an administration fee. Where you cancel less than 30 days before the Awards Ceremony there will be no refund.
- 7.7 If you cancel a Booking or withdraw your Entry and there are outstanding payments you may be liable for payment of the full Attendance Fee or Entry Fee, as appropriate, depending on the date and time of the cancellation.
- 7.8 If you (or if any of the Attendees you booked) cannot attend the Awards Ceremony we may allow a substitute Attendee at our discretion, and provided the request is made no later than 72 hours prior to the Awards Ceremony. Any such request must be made by email to the address set out on the Awards Page and should include the name of the Attendee who will not be attending and the full name of the substitute, including their job title and contact details. If the substitute delegate has differing requirements (e.g. dietary) from the original, we may not be able to accommodate these if the request is received later than this. We may reject any unsuitable delegate at our absolute discretion. The substitute Attendee must be from the same organisation.
- 7.9 You agree that, notwithstanding clause 7.4, we will have no liability under this Agreement, in any way whatsoever and howsoever (whether in contract, tort, or otherwise) arising out of or in connection with respect of any cancellation or postponement of the Awards Ceremony or the moving of the Awards Ceremony to a new Venue, including but not limited to travel and accommodation costs.

## **8. Fees & Payment**

- 8.1 We shall raise an invoice for the Fee and payment is due on the date of that invoice. In any event, payment of the invoice must be made before the Awards Ceremony otherwise we reserve the right to refuse entry (which shall not relieve you of the debt).
- 8.2 Payment of any bank transfer charges are your responsibility.

- 8.3 All sums payable by you under this Agreement are subject to any applicable tax, levy or similar governmental charge, including value added or sales tax which we shall add at the applicable rate.
- 8.4 All sums due under this Agreement shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

If you fail to make payment of any sums due ("**Debt**"):

- 8.4.1 we reserve the right to cancel (a) your Entry, and/or (b) the registration of Attendees prior to the Awards Ceremony. If we do not exercise our rights of cancellation prior to the Awards Ceremony, Attendees whose Attendance Fee has not been paid by the date upon which the Awards Ceremony takes place shall be required to pay on-site in order to gain entry;
- 8.4.2 irrespective of clause 12.2, we shall be entitled to initiate proceedings against you without any notice in order to recover the Debt; and
- 8.4.3 you shall be liable to be pay an administration fee and interest (accruing on a daily basis) on the amount unpaid, in each case, in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 (whether or not applicable to this Agreement) from the due date of payment, both after as well as before any judgment or order.
- 8.5 Any and/or all costs and expenses incurred by us (including legal costs and expenses) in recovering sums due under an unpaid invoice shall be recoverable from you.
- 8.6 If you breach this clause 8, we may terminate this Agreement immediately by giving you written notice.

## **9. Term & Terminations**

- 9.1 This Agreement shall commence on the Start Date and shall continue, unless the Awards Ceremony or your attendance at such, is cancelled in accordance with clause 7, until the date upon which the Awards Ceremony ends ("**Term**") when it shall terminate automatically without notice.
- 9.2 We may terminate this Agreement at any time by giving you 15 days' written notice.
- 9.3 We shall be entitled to terminate this Agreement immediately by written notice whenever you breach any provision hereof which expressly entitles us to terminate the Agreement.

## **10. Expiry & Termination Consequences**

- 10.1 Expiry or termination shall not prejudice any other rights or remedies you or us may be entitled to, nor will it affect the accrued rights and liabilities of either of us, nor the coming into or continuance in force, of any provision of this Agreement which is intended (explicitly or implicitly) to come into or continue in force, on or after such expiry or termination.

10.2 Upon expiry or termination of this Agreement:

10.2.1 you shall pay any Fees that have been invoiced up to (and including) the expiry or termination date but not paid for; and

10.2.2 each party shall promptly return to the other any property of the other within its possession or control.

## 11. Liability

11.1 Neither you nor us shall exclude or limit our liability for (a) death or personal injury caused by negligence, (b) fraud and/or fraudulent misrepresentation.

11.2 You shall not exclude or limit your liability under any indemnities given by you under this Agreement.

11.3 You shall fully and effectively indemnify and hold harmless us and any Group Company against all losses, actions, costs (including legal fees and disbursements on a solicitor/client basis), claims, demands, fines, damages and liabilities, of whatever nature, incurred or suffered by or made against us, whether or not foreseeable, arising directly or indirectly, wholly or in part, out of or in connection with:

11.3.1 any breach of this Agreement by you; and

11.3.2 any acts or omissions of yourself, your employees, agents, contractors, visitors, Attendees and/or guests at the Venue arising out of or in connection with the Awards Ceremony and/or the Venue.

11.4 We shall not (whether in contract, tort, negligence, statutory duty or otherwise) be liable to you under this Agreement for consequential, indirect or special damages (including indirect loss of profit and indirect loss of revenue).

11.5 Subject to the clauses above, our maximum aggregate liability to you under this Agreement (whether arising in contract, tort, negligence, statutory duty or otherwise) shall not exceed the Fees you paid to us.

## 12. General

12.1 **Notices.** All notices (including any invoices) under this Agreement shall be in writing and shall be sent to the address specified by the recipient. Any notice may be delivered by email, by a reputable courier service, or by post. The notice shall be deemed to have been given if sent by email within 12 hours of delivery to the sender's ISP provided within that time no notice of delivery failure has been received, if sent by courier on delivery and if sent by post 2 Business Days after the notice was posted.

12.2 **Disputes.** If any dispute arises between us out of or in connection with this Agreement, our respective representatives shall meet within 5 Business Days of receipt of a written notice of such dispute, in an effort to resolve the dispute. If the dispute is not resolved within 5 Business Days of that meeting, the dispute shall be referred to our respective senior management (or their nominees) who shall meet within 5 Business Days of the referral to attempt to resolve the dispute. If, despite following the process set out above, the dispute is not resolved, either of us may refer the matter to the courts. This clause shall not restrict either you or us from initiating any proceedings in respect of a matter where either party has

reasonable cause to do so to avoid damage to its business or to protect or preserve any right of action it may have, or from applying for or obtaining emergency or interlocutory relief.

- 12.3 **Force Majeure.** We shall not be liable to you for any delay or failure to perform hereunder due to a natural disaster, actions or decrees of governmental bodies, any curtailment to or cancellation of public transport, strikes or walkouts, acts or threats of terrorism or civil unrest, or communications line failure which (a) hinders, delays or prevents us in performing any of our obligations, (b) is beyond our control of without our fault or negligence, and (c) by the exercise of reasonable diligence we are unable to prevent or provide against ("**Force Majeure Event**"). In such circumstances, we shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for 30 or more calendar days, we may terminate this Agreement by giving you 5 Business Days written notice. In such circumstances reserve the right not to refund your registration fees and advise that insurance should be taken to cover such eventualities. A Force Majeure Event shall not entitle you to delay payment of any sums under this Agreement. You are responsible for making your own way to the venue for the event, and you shall remain liable for all payments under this agreement irrespective of any failure of transport or other reason why you are unable to attend the conference.
- 12.4 **Publicity.** We expressly agree that we and/or our Group Companies shall be entitled to refer to you as a client in sales and marketing literature (including websites) and reproduce your prevailing logo or trade mark for that sole purpose.
- 12.5 **Video footage & Photography:** During the Awards Ceremony, we may be shoot video footage and take photographs of the Awards Ceremony which may include video footage and photographs of you and/or your booked Attendees. You hereby consent (and confirm that you have procured the consent of your booked Attendees) to your and/or their inclusion in such video footage and photographs. You hereby grant (and confirm that you have procured the grant) to us and/or any of our Group Companies of a perpetual, non-exclusive, worldwide, assignable, transferable right to use such video footage and photographs in our marketing, publicity and advertising activities and materials.
- 12.6 **Third party Rights.** Unless expressly stated, no provision of this Agreement is enforceable by, or intended to benefit, any person who is not a party to this Agreement.
- 12.7 **Assignment and sub-contracting.** This Agreement is personal to you. You shall not assign, delegate, sub-contract, transfer, charge or otherwise dispose of all or any of your rights and responsibilities under this Agreement without our prior written consent. Such consent shall not relieve you from any liability or obligation under this Agreement and you shall be responsible for the acts, omissions, defaults and/or negligence of your sub-contractors as fully as if they were your own. We may assign, delegate, sub-contract, transfer, charge or otherwise dispose of all or any of our rights and responsibilities under this Agreement at any time without your prior written consent.
- 12.8 **Amendments and changes.** No purported alteration or variation of this Agreement shall be effective unless it is in writing, refers specifically to this Agreement and is signed by an authorised representative of each of the parties to this Agreement.

- 12.9 **Severability.** If any provision of this Agreement is held by a court to be unenforceable, then that provision shall be deemed to be amended to the extent necessary, and in a manner consistent with the intentions of the parties, to make it and the Agreement fully enforceable. The unenforceability of any provision of this Agreement shall not affect the remaining provisions.
- 12.10 **No Waiver.** A delay in exercising, or failure to exercise, any right or remedy in connection with this Agreement shall not operate as a waiver of that right or remedy. The waiver of a right to require compliance with any provision of this Agreement in any instance shall not operate as a waiver of any further exercise or enforcement of that right. The waiver of any breach shall not operate as a waiver of any subsequent breach. No waiver in connection with this Agreement shall, in any event, be effective unless it is in writing and refers expressly to this clause.
- 12.11 **Further assurance.** Each party shall do and execute, or arrange for the doing and executing of, any act and/or document reasonably requested of it by any other party to implement and give full effect to the terms of this Agreement.
- 12.12 **Remedies cumulative.** The remedies under this Agreement are cumulative and no remedy is exclusive of any other remedy except as expressly stated.
- 12.13 **Counterparts.** This Agreement may be entered into in any number of counterparts and by the parties on separate counterparts, all of which taken together shall constitute one and the same instrument.
- 12.14 **Status of parties.** Nothing in this Agreement shall create, or be deemed to create, a partnership or joint venture or relationship of employer and employee or principal and agent between the parties.
- 12.15 **Entire Agreement.** This Agreement sets out the entire understanding of the parties in relation to its subject matter and supersedes any prior understanding or agreement between the parties whether oral or written. Nothing in this Agreement shall, however, limit or exclude any liability for fraud or fraudulent misrepresentation.
- 12.16 **Governing Law and Jurisdiction.** This Agreement and any dispute or claim arising out of or in connection with it whether in contract, tort (including negligence), breach of statutory duty or otherwise shall be governed by, and construed in accordance with, the laws of England, and shall be subject to the exclusive jurisdiction of the English Courts, to which the parties irrevocably submit.

### 13. Definitions

13.1 In this Agreement the following terms have the following meanings:

<b>"Agreement"</b>	means these terms and conditions, the Booking, and any documents stated in any of them as being incorporated by reference;
<b>"Attendance Fee"</b>	means the fee payable for an Attendee to attend the Awards Ceremony;
<b>"Attendee"</b>	means an Awards Ceremony attendee;



<b>"Awards Ceremony"</b>	means the ceremony during which the Award Competition winners are announced;
<b>"Awards Competition"</b>	means the competition described in the Competition Summary;
<b>"Awards Page"</b>	means the areas of the Website where you will find the information relevant to a particular Awards Ceremony.
<b>"Business Days"</b>	means any day other than Saturday, Sunday, Christmas Day, Good Friday or a statutory Bank Holiday in England & Wales;
<b>"Confidential Information"</b>	means information of an operational, administrative, financial or business nature, or which is Personal Data, Sensitive Personal Data or otherwise, and which comes into a party's possession under or in connection with this Agreement that (a) is identified as confidential to the other party; or (b) ought reasonably to be considered as confidential to the other party (whether or not identified as confidential), and in any case shall include (i) any information relating to a party including information in respect of a party's business, activities, personnel, customers, products, business plans, business developments, finances, marketing plans, management systems, new business opportunities, ideas, know-how, processes, policies and/or procedures;
<b>"Data"</b>	means data, Personal Data and/or Sensitive Personal Data;
<b>"Data Controller"</b>	has the meaning set out in the Privacy and Data Protection Requirements;
<b>"Data Processor"</b>	has the meaning set out in the Privacy and Data Protection Requirements;
<b>"Data Subject"</b>	has the meaning set out in the Privacy and Data Protection Requirements;
<b>"Entry Fee"</b>	means the fees payable by you to submit an Entry;
<b>"Fees"</b>	means the Entry Fee and/or the Attendance Fee;
<b>"Group Company"</b>	means an entity that directly or indirectly controls, is controlled by, or is under

	common control with a party. "Control" shall mean the power, direct or indirect, to direct or cause the direction of the management and policies of an entity whether by contract, ownership of shares, membership on the board of directors, agreement or otherwise;
<b>"Host"</b>	means the person booking attendance at the Awards Ceremony on behalf of other guests.
<b>"Personal Data"</b>	has the meaning set out in the Privacy and Data Protection Requirements;
<b>"Privacy and Data Protection Requirements"</b>	means the General Data Protection Regulation (EU 2016/679), Data Protection Act 1998, the Data Protection Directive (95/46/EC), the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive (2002/58/EC), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003) and all applicable laws and regulations relating to the processing of Personal Data or Sensitive Personal Data and privacy and as amended, consolidated or superseded by similar or equivalent legislation, including where applicable the guidance and codes of practice issued by the Information Commissioner or any other supervisory authority, and the equivalent of any of the foregoing in any relevant jurisdiction;
<b>"Process" or "Processing"</b>	has the meaning set out in the Privacy and Data Protection Requirements;
<b>"Sensitive Personal Data"</b>	has the meaning in the Privacy and Data Protection Requirements;
<b>"Start Date"</b>	means the date that this Agreement is executed by both parties, or, if not so executed, the date upon which we first accept your order to enter our Awards Competition and/or attend the Awards Ceremony;
<b>"Term"</b>	has the meaning set out in clause 9; and

<b>"Venue"</b>	means the venue where the Awards Ceremony takes place.
<b>"Website"</b>	means the website, web page or microsite hosted by us or on our behalf containing information about the Awards Ceremony and Awards Competition and referencing these terms and conditions.

- 13.2 The words "including", "include", "in particular", "for example" and any similar word or expression are illustrative and are not intended in any way to limit the sense or interpretation of preceding words, and any words which follow them shall not be construed as being limited in scope to the same class as the preceding words where a wider construction is possible.
- 13.3 Clause headings and sub-headings are not be used in its interpretation.
- 13.4 References to this Agreement or any other document are to this Agreement or that document as in force for the time being and as amended, supplemented, varied, modified, renewed or replaced or extended.
- 13.5 A reference to a statute or statutory provision shall unless otherwise stated be construed as including a reference to any subordinate legislation (as defined by section 21(1) Interpretation Act 1978) made from time to time under the statute or statutory provision whether before, on or after the Start Date; and
- 13.6 A reference to industry regulations, industry codes, or industry guidance, shall unless otherwise stated be construed as referring to industry regulations, industry codes, or industry guidance as in force as at the Start Date and as from time to time modified or consolidated, superseded, re-enacted or replaced (whether with or without modification) on or after the Start Date.