



MARKETING WEEK –TERMS AND CONDITIONS

Part A – General Terms and Conditions

These General Terms and Conditions (the “**General T&Cs**”) apply to each order placed with us and accepted by us (each an “**Order**”) in respect of services supplied by Haymarket Media Group (company number 00267189) whose registered address is at Bridge House, 69 London Road, Twickenham TW1 3SP (“**Haymarket**”, “**we**” and “**us**”) to the customer named on the relevant Order Form (“**you**”).

These General T&Cs set out the basis on which we contract with you for services relating to Marketing Week, the Festival of Marketing and/or Creative Review. Upon our acceptance of an Order, you enter into a legally binding agreement comprising the relevant Order Form (as defined below), these General T&Cs and any applicable Service Schedule (each an “**Agreement**”), which takes effect upon our acceptance of your order. For the avoidance of doubt, these General T&Cs govern the provision of services relating to Marketing Week, the Festival of Marketing and/or Creative Review only and do not apply to services provided by other of our other divisions or brands.

In the event of any conflict within an Agreement, the following order of precedence shall apply: (1) the relevant Order Form, (2) the applicable Service Schedule(s) and (3) these General T&Cs.

1 Interpretation

1.1 Any capitalised term or expression used in these General T&Cs but not defined in these General T&Cs shall have the meaning set out in either the relevant Order Form or the relevant Service Schedule.

1.2 Where used in any Agreement the following words have the following meanings:

“**Business Day**” means any day other than a Saturday, Sunday or a day which is a public holiday in England;

“**Control**” means 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. Further, an entity is deemed to be a Group Company when it is carrying out a joint venture with a Group Company;

“**Data Privacy Laws**” means all legislation and regulatory requirements in force from time to time relating to the use of personal data and the privacy of electronic communications, including, without limitation: (i) UK Data Protection Legislation (ii) the General Data Protection Regulation ((EU) 2016/679) (“**GDPR**”); (iii) EC Directive 2002/58/EC on Privacy and Electronic Communications; (iv) all local laws or regulations implementing or supplementing the EU legislation mentioned in (ii) and (iii) above; (v) codes of practice and guidance issued by national regulators relating to the laws, regulations and EU legislation mentioned in (i)-(iv) above;

“**Fee(s)**” means the fees set out in the applicable Order Form;

“**Fee Payment Term(s)**” means the payment term(s) set out in the applicable Order Form;

“**Group Company**” 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. Further, an entity is deemed to be a Group Company when it is carrying out a joint venture with a Group Company;

“**Intellectual Property Rights**” means all intellectual property rights whether currently in existence or otherwise including copyright (including foreign language translation rights), design rights, database rights, rights in any domain names, registered designs, patents, trade marks, trade names, signs and all similar rights whether registered or otherwise (including all extensions, reversions, revivals and renewals thereof). The foregoing shall include, in relation to registrable rights, any applications made or rights to make applications in respect of any such rights;

“**Laws**” means any and/or all applicable laws, statutes, court orders, and/or industry regulations (including the Data Privacy Laws);

“**Order Form**” means any written document (in any form or format) setting out the Service to be provided by us pursuant to an Order, and the principal commercial terms on which that Service will be provided;

“**Services**” means those Services to be provided by Haymarket as detailed in the applicable Order Form;

“**Service Schedule(s)**” means the Services-specific schedule(s) set out in Schedules A, B, C and D to these General T&Cs;

“**Start Date**” means the start date for the supply of Services as set out in the applicable Order Form;

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“**Term**” means the duration of an Agreement as specified in the applicable Order Form;

“**Territory**” has the meaning given on the applicable Order Form;

“**UK Data Protection Legislation**” means all laws relating to data protection, the processing of personal data, privacy and/or electronic communications in force from time to time in the UK, including the UK GDPR and the Data Protection Act 2018; and

“**UK GDPR**” has the meaning given to it in the Data Protection Act 2018 (as amended from time to time).

- 1.3 Acceptance of an Order by us 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 of an Agreement.
- 1.4 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.
- 1.5 Clause headings and sub-headings are not to be used in an Agreement’s interpretation.
- 1.6 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
- 1.7 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.

2 **Payment**

- 2.1 You shall pay Haymarket the Fees on the Fee Payment Terms and following receipt of an invoice from Haymarket. Haymarket shall raise an invoice and payment is due on the date or within the term specified on that invoice or in the applicable Order Form or (if not specified) within thirty (30) days of the invoice date.
- 2.2 If applicable, we shall also invoice you in respect of any agreed additional costs and expenses (as specified in the applicable Order Form or otherwise agreed between the parties in writing from time to time) that we incur in connection with the applicable Services.
- 2.3 If you fail to make payment of any Fees due (“**Debt**”), then you shall be liable to pay interest (accruing on a daily basis) on the unpaid amount to be calculated in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 from the due date of payment.
- 2.4 You shall indemnify us against any and all costs and expenses incurred by us (including legal costs and expenses) in connection with recovering Debt from you.
- 2.5 Irrespective of clause 14.2 of these General T&Cs we shall be entitled to initiate proceedings against you without any notice in order to recover a Debt.
- 2.6 All sums payable by you under an Agreement are payable in Pounds Sterling to the bank account indicated on the invoice and are exclusive of any applicable tax, levy or similar governmental charge, including value added or sales tax which must be paid by you in addition to the Fees at the applicable rate.
- 2.7 All sums due under an 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).
- 2.8 If you breach this clause 2, we may terminate the Agreement to which the breach relates immediately by giving you written notice.
- 2.9 Notwithstanding any other provision of an Agreement, if you fail to pay any amount properly due under an Agreement by its due date:
 - (a) where we have applied any discount to the Fees, such discount shall cease to apply. In these circumstances, we may at our discretion raise a further invoice equal to the amount of the discount, and such invoice shall be payable within the term specified on that invoice or in the applicable Order Form or (if not specified) within thirty (30) days; and/or
 - (b) we may, in our discretion, decline to enter into any further Agreements with you and/or decline to accept any future Orders from you until all overdue amounts (including any interests and costs) are paid in full.



3 Confidentiality

- 3.1 Both you and we may receive (“**Receiving Party**”) Confidential Information from each other (“**Disclosing Party**”) whether before or after the Start Date. The Receiving Party shall (a) keep the Confidential Information confidential, (b) not disclose the Confidential Information to any other person other than with the prior written consent of the Disclosing Party or in accordance with clauses 3.2 or 3.3 of these General T&Cs, and (c) not use the Confidential Information for any purpose other than the performance of its obligations or the enjoyment of its rights under an Agreement (“**Permitted Purpose**”).
- 3.2 The Receiving Party may disclose Confidential Information to its own officers, directors, employees, contractors and advisers who reasonably need to know for the Permitted Purpose (each a “**Permitted Third Party**”), provided that the Receiving Party shall remain liable to the Disclosing Party for the acts, omissions, and compliance with the terms of this clause 3 of such Permitted Third Party as if such Permitted Third Party was the Receiving Party (and a party to an Agreement). The Receiving Party shall ensure that each Permitted Third Party is made aware of and complies with all the Receiving Party’s obligations of confidentiality under this clause 3.
- 3.3 If required by law, the Receiving Party may disclose Confidential Information to a court or regulatory authority or agency, provided that the Receiving Party shall (if legally permissible) provide reasonable advance notice to the Disclosing Party and co-operate with any attempt by the Disclosing Party to obtain an order providing for the confidentiality of such information.

4 Data Protection

- 4.1 Each party warrants, represents and undertakes to the other that:
- (a) it complies and shall comply with all Data Privacy Laws throughout the Term;
 - (b) it has (or has procured) and shall have (or shall procure) throughout the Term of an Agreement, all necessary permissions, consents and approvals of Data Subjects to provide their respective Personal Data to the other party and if applicable to allow the other party and/or its Group Companies to Process such Personal Data in the course of performing its obligations under such Agreement; and
 - (c) it shall not do or omit to do anything which causes the other party to breach any Data Privacy Laws or contravene the terms of a party’s registration, notification or authorisation (if applicable) under Data Privacy Laws and/or the registration, notification or authorisation of any of our Group Companies under Data Privacy Laws.
- 4.2 Each party shall comply with all reasonable lawful instructions from the other party in relation to the processing of the Personal Data and take all necessary organisational and technical measures to ensure that Personal Data is safe from loss, theft or corruption.
- 4.3 Unless otherwise notified in writing, you confirm that Haymarket may transfer, process or store Data supplied to it by you outside of the UK.
- 4.4 A party’s breach of any part of this clause 4 shall entitle the other party to terminate the Agreement to which the breach relates immediately by giving the breaching party written notice.

5 Warranties

- 5.1 You represent, warrant and undertake that:
- (a) you have the authority to enter into the Agreement and to comply with the obligations imposed on you under the Agreement and entering into the Agreement will not cause you to be in breach of any other obligation, contractual or otherwise;
 - (b) the person executing the Agreement for and on your behalf is your duly authorised representative and has the unconditional capacity to execute and deliver the Agreement for and on your behalf.

6 Liability

- 6.1 Subject to clauses 6.3 and 6.4 of these General T&Cs, each party shall have no liability to the other party for any loss or damage under or in connection with the applicable Agreement or any collateral contract, whether in contract, tort (including negligence) or otherwise howsoever arising, which fall within any of the following categories:
- (a) any form of loss to the extent arising from any incorrect or incomplete information being provided by the other party;
 - (b) any form of loss arising as a result of a failure to follow the lawful instructions of the other party;
 - (c) business interruption, loss of anticipated savings, loss of business opportunity or loss of goodwill (in each case whether direct or indirect loss); and

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- (d) any indirect, consequential or special loss (even though the other party may be or become aware of the circumstances in which such loss could arise).

6.2 Without prejudice to clause 6.1, but subject to clauses 6.3 and 6.4 (in each case of these General T&Cs):

- (a) our maximum aggregate liability to you under or in connection with the applicable Agreement, whether in contract, tort (including negligence) or otherwise, including under any indemnity, shall in no circumstances exceed an amount equal to the Fees paid or payable by you to us under such Agreement; and
- (b) your maximum aggregate liability to us under or in connection with the applicable Agreement, whether in contract, tort (including negligence) or otherwise, including under any indemnity, shall in no circumstances exceed £1,000,000 (one million pounds).

6.3 Nothing in an Agreement shall exclude either party's liability for:

- (a) death or personal injury caused by negligence;
- (b) fraud or fraudulent misrepresentation; or
- (c) any other liability that may not be excluded by law.

6.4 For the avoidance of doubt, the caps and exclusions in this clause 6 shall apply per-Agreement and shall not be aggregated across multiple Agreements.

7 Termination

7.1 An Agreement shall continue for the Term, unless terminated earlier in accordance with its terms. Expiry or termination of an Agreement shall not (unless otherwise stated in such Agreement) otherwise affect any other Agreement then in force between you and us.

7.2 We may terminate an Agreement with effect at any time by giving you 15 days' prior written notice.

7.3 We shall be entitled to terminate an Agreement immediately by written notice whenever you breach any provision hereof which expressly entitles us to terminate such Agreement.

7.4 Either of us shall be entitled to terminate an Agreement immediately by giving written notice to the other, if one of us (a) commits any material breach of such Agreement and fails to remedy that breach within 15 Business Days' written notice of that breach, or (b) commits any material breach of such Agreement that is incapable of remedy.

7.5 An Agreement may be terminated with immediate effect by either party with written notice to the other if:

- (a) in respect of the other party an interim order is applied for or made, or a voluntary arrangement approved, or a petition for a bankruptcy order is presented or a bankruptcy order is made, or a receiver or trustee in bankruptcy is appointed over the other party's estate or a voluntary agreement or arrangement is approved or entered into, or an administration order is made, or a receiver or administrative receiver is appointed over any of the other's assets or an undertaking or a resolution or petition to wind up the other is passed or presented (other than for the purposes of amalgamation or reconstruction) or if any circumstances arise which entitle the Court or a creditor to appoint a receiver, administrative receiver or administrator or to present a winding-up petition or make a winding-up order, or any event analogous to any of the foregoing;
- (b) if the other party ceases or threatens to cease to carry on business.

8 Consequences of Termination

8.1 Termination of an Agreement pursuant to its terms will be without prejudice to any existing rights or claims that either party may have against the other and, except as specifically set out in such Agreement, will not relieve either party from fulfilling any obligations accrued prior to termination.

8.2 Upon termination or expiration of an Agreement (or part), you must promptly pay to us all monies due and payable to us pursuant to such Agreement as at the date of termination or expiration (as the case may be) and you shall have no right to a refund of any payments made by you.

9 Anti-Bribery and Corruption

9.1 You shall:

- (a) comply with all Laws relating to anti-bribery and anti-corruption, including but not limited to the Bribery Act 2010;

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- (b) comply with our policies and codes of conduct relating to anti-bribery and anti-corruption as may be issued to you from time to time;
- (c) promptly report to us any request or demand for any undue financial or other advantage of any kind received by you in connection with your performance of an Agreement; and
- (d) on our request, certify your compliance with this clause 9 and provide such supporting evidence of compliance as we reasonably request;

9.2 You shall ensure that any person associated with you who is performing services or providing goods in connection with an Agreement does so only on the basis of a written contract which imposes on such person terms equivalent to those imposed on you in this clause 9 ("**Anti-Bribery Provisions**"). You shall be responsible for the observance and performance by such persons of the Anti-Bribery Provisions and shall be directly liable for us by such persons of Anti-Bribery Provisions.

10 Modern Slavery

10.1 Each party warrants to the other that it will comply with and ensure that all of its employees and any person performing services for and on its behalf comply with, the Modern Slavery Act 2015 ("**MSA**").

10.2 For the avoidance of doubt, each party warrants that it shall:

- (a) comply with its obligations, if applicable, to produce a yearly slavery and human trafficking statement detailing its actions to bring an end to human trafficking and slavery; and
- (b) act to prevent any acts of human trafficking, slavery, servitude, and forced or compulsory labour by ensuring that it has appropriate policies and procedures in place, conducted relevant and appropriate diligence of potential suppliers, provided training to relevant staff and appropriately evaluated and managed risks in its own commercial organisation and in its and/or their supply chain. Each party to an Agreement warrants and represents that it is not (and to the best of its knowledge no supplier to its organisation is) subject to any inquiry or investigation for any breach of the MSA or any other legislation in any jurisdiction prohibiting human trafficking, slavery, servitude, forced or compulsory labour.

10.3 Each party to an Agreement warrants and represents that it is not (and to the best of its knowledge no supplier to its organisation is) subject to any inquiry or investigation for any breach of the MSA or any other legislation in any jurisdiction prohibiting human trafficking, slavery, servitude, forced or compulsory labour.

10.4 If any breach of this clause 10 is suspected or known each party agrees to notify the other party immediately.

10.5 If a party is found to be in breach of any part of this clause 10, the other party will be entitled to terminate an Agreement to which the breach relates immediately upon written notice to the breaching party.

11 Environmental Obligations

11.1 Each party to an Agreement will comply with and ensure that all of its employees and any persons performing services for or on its behalf comply with Environmental Law. For the purpose of this clause 11.1, "**Environmental Law**" means all laws, regulations and codes of practice relating to pollution of the environment or harm to human health.

11.2 If any breach of this clause is suspected or known each party agrees to notify the other party immediately.

11.3 If a party is found to be in breach of any part of this clause 11, the other party will be entitled to terminate an Agreement to which the breach relates immediately upon written notice to the breaching party.

12 Force Majeure

12.1 We shall not be liable to you for any delay or failure to perform any or all of our obligations which arise from or is attributable to strikes, lock-outs or other industrial disputes, nuclear accident or acts of God, war or terrorist activity, riot, civil commotion, malicious damage (excluding malicious damage involving the employees of the affected party or its sub-contractors), compliance with any law or governmental order, rule, regulation or direction coming into force after the date of an Agreement, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors and, where they are beyond our reasonable control, any other acts, events, omissions or accidents ("**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, you may terminate the Agreement to which the delay or failure relates by giving us 5 Business Days written notice.

13 Notices

13.1 The parties agree that any notice or other communication under the Agreement shall be given or delivered to the other party's address as set out in the applicable Order Form (or such address or email address as one

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party shall provide in writing to the other party from time to time) and is received on the day of sending if notifying by email or two days after the date of sending if notifying by post.

14 General

- 14.1 **Assignment.** You may not assign or sub-licence your rights or obligations under an Agreement without the prior written consent of Haymarket. Haymarket may assign its rights and/or obligations under an Agreement at any time without your prior written consent.
- 14.2 **Disputes.** If any dispute arises between us out of or in connection with an 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.
- 14.3 **No waiver.** The failure of either party to enforce or to exercise at any time or for any period of time any term of or any right pursuant to an Agreement does not constitute, and shall not be construed as, a waiver of such term or right and shall in no way affect that party's right later to enforce or to exercise it.
- 14.4 **Severability.** If any term of an Agreement is found to be illegal, invalid or unenforceable under any applicable law, such term shall, insofar as it is severable from the remaining terms, be deemed omitted from such Agreement and shall in no way affect the legality, validity or enforceability of the remaining terms provided that if any provision of such Agreement is so found to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted, the provision in question shall apply with such modification(s) as may be necessary to make it valid.
- 14.5 **Entire agreement.** Each Agreement contains the entire agreement between the parties regarding the Services provided pursuant to that Agreement and supersedes any prior agreement, understanding or arrangement between the parties, whether oral or in writing. Each party acknowledges and agrees that in entering into an Agreement it has not relied on, and shall have no remedy in respect of, any statement, representation (whether innocently or negligently made), warranty or understanding other than the statements, representations, warranties and understandings expressly set out in such Agreement. Nothing in this clause 14.5 shall, however, operate to limit or exclude any liability for fraud.
- 14.6 **Remedies cumulative.** The remedies under an Agreement are cumulative and no remedy is exclusive of any other remedy except as expressly stated.
- 14.7 **Status of parties.** Nothing in an 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.
- 14.8 **Publicity.** You agree that you shall not make any announcement of the existence, nature or subject of an Agreement without the prior written consent of Haymarket.
- 14.9 **Amendments and changes.** No modification or variation of an Agreement (or any document entered into pursuant to or in connection with such Agreement) shall be valid unless it is in writing and signed by or on behalf of each of the parties to the Agreement.
- 14.10 **Counterparts.** The Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.
- 14.11 **Execution.** Where the parties agree to sign an Agreement by electronic signature (whatever form the electronic signature takes), then this method of signature is as conclusive of the parties' intention to be bound by such Agreement as if signed by each party's manuscript signature.
- 14.12 **Third party rights.** A person who is not a party to an Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of such Agreement.
- 14.13 **Governing law and jurisdiction.** Any Agreement and any dispute or claim arising in connection with an Agreement shall be governed by the laws of England and the parties submit to the exclusive jurisdiction of the courts of England and Wales.



Part B – Service Schedules

Schedule A – Exhibitor Booking Terms and Conditions

The following Exhibitor Booking Terms and Conditions (the “**Exhibitor Booking T&Cs**”) apply to all services relating to our agreement to provide you with an Exhibition Space at an Exhibition (an “**Exhibition Booking**”).

These Exhibitor Booking T&Cs are in addition to and incorporate the General T&Cs and shall form part of the Agreement constituted by an Order Form that includes an Exhibition Booking. You agree that by entering into an Order Form relating to an Exhibition Booking, you are entering into a legally binding agreement pursuant to these Exhibitor Booking T&Cs and the General T&Cs.

Any capitalised term or expression used in these Exhibitor Booking T&Cs but not defined in this Schedule A shall have the meaning set out in either the relevant Order Form or the General T&Cs, as applicable.

1 Definitions

Where used in these Exhibitor Booking T&Cs the following words have the following meanings:

“**Authorities**” means the relevant local authority and any other public authority or body relevant to the Exhibition and/or Venue;

“**Exhibits**” means exhibits and articles displayed or otherwise made available by an exhibitor at the Exhibition Space;

“**Exhibition**” means the particular exhibition, show or event where you wish to book a space and specified in the applicable Order Form;

“**Exhibition Handbook**” means the handbook issued to you in accordance with clause 5.2 of these Exhibitor Booking T&Cs;

“**Exhibition Space**” means the space licensed to you at an Exhibition as referred to in the applicable Order Form;

“**Exhibition Regulations**” means the regulations and instructions for exhibitors as set out in the Exhibition Handbook;

“**Exhibitor Liability Insurance**” means insurance that would cover legal liability to pay compensation, legal costs and expenses as a result of accidental death or injury to a third party and/or damage to their property at the Venue; and

“**Venue**” means the venue, being the building or other geographical location where the Exhibition takes place.

2 Exhibition Space

- 2.1 You shall occupy the Exhibition Space for the period referred to in the applicable Order Form as a licensee. You shall not obtain any right of exclusive possession, occupation of and/or any other proprietary interest in or to the Exhibition Space.
- 2.2 You shall not sublet, nor attempt to transfer nor share occupation of the Exhibition Space or any part of it, except that you may share occupation of the Exhibition Space with other companies which are in the same corporate group as you or which are directly associated in business with you where we have provided our prior written consent to such sharing.
- 2.3 We reserve the right to make changes in the layout of the Exhibition at any time including, for example, due to a need to accommodate additional features or events in the Exhibition or to comply with applicable law (including any requirements or regulations of the Authorities) and/or the requirements of the owner/operator of the Venue. Accordingly, any allocation to you of an Exhibition Space is provisional and is subject to change by us in our sole discretion. If, as a result of any such changes, we increase or reduce the size of your Exhibition Space, the Fees shall be increased or reduced (as applicable) pro-rata to the relevant increase or reduction in the size of your Exhibition Space.
- 2.4 You shall not display any Exhibit that has a height limit of more than 2.5 metres. If you wish to construct an Exhibit of over 2.5 metres, you shall submit a proposal plan to us for our review and must obtain our prior written approval of such plan.
- 2.5 You shall ensure that your Exhibition Space is clean, tidy and in good order at all times. If we consider (at our sole discretion) that your Exhibition Space does not meet this standard, we reserve the right to remedy such breach at your cost and expense.

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- 2.6 We will provide you with a cleaning service with respect to your Exhibition Space at no extra cost. You shall deposit all rubbish from your Exhibition Space so that it is accessible for the cleaners at the end of each day of the Exhibition.
- 2.7 Where you wish to organise activities or events in your Exhibition Space, you shall give us reasonable notice of such activities or events prior to the Exhibition. Where we consider such activities or events involve some risk to participants, the public and/or other people at the Exhibition or their property, we may require you to, and in these circumstances you shall:
- (a) enter into a separate indemnity by way of deed in our favour and/or the favour of such other person we may specify in respect of any liability arising from or in connection with such activity or event, in a form specified by us; and
 - (b) obtain from participants a form of waiver and/or indemnity in a form that we have approved and/or as may be required by a Venue.

3 Exhibits

- 3.1 All Exhibits must be properly affixed and constructed so as to avoid danger to any person(s) visiting or taking part in the Exhibition.
- 3.2 Exhibits must be removed from the Exhibition by the time stated in the applicable Order Form.

4 Admissions, Passes & Exhibition Guide

- 4.1 You shall ensure that any non-transferable passes we supply with respect to our admission of you, your employees, agents, contractors, guests and/or visitors to the Exhibition are presented on request. If you attempt to transfer such a pass to someone who is not an Entrant or otherwise dispose of it, such pass shall become immediately forfeited and no further passes shall be issued in its place.
- 4.2 We reserve the right to refuse admission to and expel from the Exhibition any person(s) for any reason whatsoever at our sole discretion.
- 4.3 We may publish an official guide to the Exhibition. If we do, you shall provide us promptly upon request with such information in relation to you or your Exhibit as we may require in connection with this guide. However, we are not responsible nor liable for any omissions and/or errors in the guide unless we have been notified in writing of such omissions and/or errors by the relevant dates specified in the Exhibition Regulations.

5 Exhibition Regulations

- 5.1 You shall (and shall procure that your employees, agents, contractors, guests and visitors shall) comply with the Exhibition Regulations and any reasonable instructions given to you by us or on our behalf in connection with the Exhibition. The Exhibition Regulations will cover such topics as (but not limited to): (a) stand design and presentation, (b) erection and clearance of stands, (c) restrictions on permitted activities during the Exhibition, (d) arrangements for celebrity appearances, (e) exclusions of dangerous materials and fire precautions, (f) compulsory insurance, (g) trading standards and counterfeit goods, (h) electrical installations, (i) admissions and passes, (j) sound and radio equipment, (k) storage of stock, and (l) stand opening times.
- 5.2 The detail of the Exhibition Regulations varies from exhibition to exhibition and we will provide you upon request with an example of the Exhibition Regulations that we produced for a previous exhibition. Approximately three months (or such other time as we may determine) before the first day of the Exhibition, we will send you the Exhibition Handbook.
- 5.3 It is possible that the owner/operator of the Venue may also notify you of additional requirements and regulations with regard to the Exhibition ("**Additional Requirements**"). Such Additional Requirements and regulations may relate, for example, to health and safety, trading standards, procedures relating to emergencies, access to the Venue and parking. You shall (and shall procure that your employees, agents, contractors, guests and visitors shall) comply with (a) applicable Laws (b) the Exhibition Regulations and (c) any Additional Requirements and we shall be entitled to terminate the Agreement if we suspect that you are in breach of any regulations or requirements referred to in limbs (a) to (c).

6 Installations, Sound & Visual Aid Equipment

- 6.1 Any and/or all electrical installations must be undertaken by the official electrical contractor as listed in the Exhibition Handbook and you shall be responsible for settling accounts directly with that contractor. No electrical work may be carried out without our prior written consent and we have the right to refuse the display of any electrical device if, in our opinion, it is, or may become, a nuisance to the other exhibitors, visitors and /or guests.
- 6.2 You shall not use sound amplification equipment unless the sound is contained within the area of your Exhibition Space. You shall ensure that any visual aid equipment for your stand is positioned so that intended viewers congregate within your Exhibition Space.

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6.3 You shall ensure that no leads connected to any electrical device are outside your Exhibition Space and that they are appropriately routed to ensure that they do not form a hazard.

7 Fire Risks & Safety

7.1 You shall comply with all fire and safety regulations that apply to the Exhibition and/or the Venue, including any regulations set out in the Exhibition Handbook. You must ensure that aisles and fire exits are kept clear of Exhibits.

7.2 All materials used for the interiors of Exhibits must be thoroughly fire-proofed to the satisfaction of the Venue and/or our fire advisor and failure to do so may result in the removal of all non-compliant materials.

7.3 You shall not use plastics in the construction of Exhibits without our advance written permission. If you suspect or discover an outbreak of fire, however slight, you must make immediate use of the extinguishers and notify us and the Venue immediately.

7.4 You shall not bring into the Venue any substance or article which might potentially be Hazardous without our prior consent, and shall ensure that you comply with any requirements that we may attach as conditions to our consent. For the purposes of this clause 7, "Hazardous" means, in relation to any substance anything that, in our opinion, may (a) create a risk of fire, explosion and/or the release of noxious gases, (b) soil and/or cause damage to the Venue or its contents, and/or (c) cause any risk to the health or safety of occupants of the Venue.

8 Cancellations & Change of Venue

8.1 We reserve the right to cancel, postpone or move the Exhibition to another Venue for any reason whatsoever. However, we will notify you as soon as possible if we do so.

8.2 If the Exhibition is cancelled, we will refund you (without interest) any instalments of the Fees you paid to us paid as at the date of cancellation and no further instalments of the Fees shall be payable by you.

8.3 If the Exhibition is postponed or moved to another venue, we will provide you with details of the proposed new date(s) and/or Venue. You may cancel your Order in writing within 10 Business Days of your receipt of such details from us, in which case clause 8.2 of these Exhibitor Booking T&Cs shall apply to any Fees already paid as at the date of such written notice. If we do not receive any such written notice from you within this period, you will be deemed to have accepted the new dates and/or Venue and the Order Form shall be deemed amended to reflect such changes to the Exhibition.

8.4 Subject to clause 6.3 of the General T&Cs, you agree that we will have no liability under the Agreement in any way whatsoever and howsoever (whether in contract, tort, or otherwise) arising out of or in connection with any cancellation or postponement of the Exhibition or the relocation of the Exhibition to a new Venue.

9 Withdrawal

9.1 You can withdraw from the Exhibition at any time by notifying the Company in writing. If you decide to withdraw, Fees shall be payable as follows:

(a) if the date of such notice is more than 6 months before the first day of the Exhibition: 50% of the Fees shall be payable (and we shall issue you a credit note in respect of the other 50%); and

(b) if the date of such notice is 6 months or less before the first day of the Exhibition: 100% of the Fees shall be payable.

9.2 If you decide to withdraw, we may resell or reallocate your Exhibition Space. However, if we do, we are not obliged to reimburse or reduce any Fees paid to us by you.

10 Intellectual Property

10.1 Any and/or all Intellectual Property Rights in or to the Exhibit are, and shall remain, your property (or the property of the relevant third-party rights owner(s), if any). You hereby grant (and shall procure the grant of) an irrevocable, non-exclusive, royalty-free, worldwide licence for the duration of the Term to us to use the Intellectual Property Rights in and to the Exhibit for the purpose of performing our obligations and exercising our rights under the Agreement and for advertising and marketing purposes.

10.2 Any and/or all Intellectual Property Rights owned by or licensed to us and supplied to you under or in connection with the Agreement are, and shall remain, our property (or the appropriate third party rights-owner(s), if any) ("**Haymarket IP**"). Subject to your compliance with the Agreement, we hereby grant (and shall use reasonable endeavours to procure the grant to you of) to you a limited, revocable, non-exclusive licence for the Term of the Agreement to use to the Haymarket IP solely for the purpose of performing your obligations under the Agreement.

10.3 If you breach this clause 10, we may terminate the Agreement immediately by giving you written notice.

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10.4 You shall fully and effectively indemnify and hold harmless us and our Group Companies 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 ourselves and/or our Group Companies, whether or not foreseeable, arising directly or indirectly, wholly or in part, out of or in connection with any claim made by a third party that (a) the use of any Exhibit by us and/or our Group Companies, and/or (b) any Exhibit; infringes any third party Intellectual Property Rights.

11 Term and termination

11.1 We shall be entitled to terminate the Agreement immediately by written notice if you breach the following provisions of these Exhibitor Booking T&Cs: clauses 5, 7, 10 and 13.

11.2 Upon expiry or termination of the Agreement:

- (a) we will return to you or destroy (at our option) your Exhibits and/or other property that you have not collected at the end of the Exhibition. You shall be liable for any costs and expenses incurred by us and/or our Group Companies in returning or destroying such Exhibits and other property; and
- (b) you shall immediately cease to be our licensee as set out in clause 2 of these Exhibitor Booking T&Cs.

12 Liability

12.1 You shall fully and effectively indemnify and hold us harmless against all losses, actions, costs (including legal fees and disbursements), 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:

- (a) your breach of clauses 3, 4, 9 or 10 of the General T&Cs; or
- (b) any of your acts or omissions, or acts of your employees, agents, contractors, visitors and/or guests, at the Venue or otherwise in connection with the Exhibition.

You do not exclude or limit your liability under the foregoing indemnity.

12.2 We shall not (whether in contract, tort, negligence, statutory duty or otherwise) be liable to you under the Agreement for:

- (a) the safety of your Exhibits or your property; or
- (b) any supply of goods or services by the Venue or any Exhibition supplier.

13 Insurance

13.1 You shall ensure that you take out and maintain Exhibitor Liability Insurance throughout the term of the Agreement to the value of no less than £5,000,000 per incident in order to cover losses, costs and/or expenses you may incur arising out of or in connection with the Exhibition.

14 Publicity

14.1 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.



Schedule B – Lead Gen Terms and Conditions

The following Lead Generation Terms and Conditions (the “**Lead Gen T&Cs**”) apply to all services relating to the acquisition or generation of Leads by Haymarket for you, including via various of Haymarket’s website properties; via events / projects / campaigns organised by Haymarket; or otherwise (“**Lead Generation Services**”).

These Lead Gen T&Cs are in addition to and incorporate the General T&Cs and shall form part of the Agreement constituted by an Order Form that includes Lead Generation Services. You agree that by purchasing any Lead Generation Services from us, you are entering into a legally binding agreement pursuant to these Lead Gen T&Cs and the General T&Cs.

Any capitalised term or expression used in these Lead Gen T&Cs but not defined in these Lead Gen T&Cs shall have the meaning set out in either the applicable Order Form or the Sponsorship T&Cs.

1 Definitions

Where used in these Lead Gen T&Cs the following words have the following meanings:

“**Agreed Purposes**” shall mean the purposes for which you may use the Lead Data, as set out in the applicable Order Form.

“**Controller**”, “**data controller**”, “**processor**”, “**data processor**”, “**data subject**”, “**personal data**”, “**processing**” and “**appropriate technical and organisational measures**” shall have the meaning as set out in the Data Privacy Laws from time to time;

“**International Transfer Requirements**” means the requirements of Chapter V of the GDPR (Transfers of personal data to third countries or international organisations);

“**Lead**” means an individual who provides their Lead Data to Haymarket and consents to their Lead Data being provided by Haymarket to you;

“**Lead Data**” means Personal Data including but not limited to contact details provided by a Lead to Haymarket to comprise as a minimum the details agreed by Haymarket with you and specified in the applicable Order Form;

“**Permitted Recipients**” shall mean the parties to the applicable Order Form to which these Lead Gen T&Cs relate, your employees and those of Haymarket;

“**Restricted Country**” means a country, territory or jurisdiction which is not considered by the EU Commission (or, in respect of personal data transfers caught by the requirements of UK Data Privacy Laws, the relevant UK governmental or regulatory body as applicable) to offer an adequate level of protection in respect of the processing of Personal Data pursuant to Article 45(1) of the GDPR (and/or analogous provisions of UK Data Privacy Laws); and

“**Restricted Transfer**” means a transfer of personal data from an entity whose processing of Personal Data under these Lead Gen T&Cs is caught by the requirements of the GDPR (and/or UK Data Privacy Laws) to an entity located in a territory that processes the relevant Personal Data in a Restricted Country.

2 Leads

You appoint Haymarket to deliver Lead Data to you relating to Leads in the Territory, on the terms of these Lead Gen T&Cs and the General T&Cs.

3 Duties of Haymarket

- 3.1 Haymarket shall have no authority, and shall not hold itself out, or permit any person to hold itself out, or otherwise create the impression that it is authorised to bind you in any way.
- 3.2 Haymarket shall not make or enter into any contracts or commitments or incur any liability for or on behalf of you, including for the provision of your services or the supply of your goods, and (except with your prior written approval) shall not give any warranty or make any representation to Leads in relation to your goods or services.
- 3.3 Haymarket warrants that:
 - (a) the Leads provided have been obtained in accordance with all applicable Data Privacy Laws; and
 - (b) it is entitled to provide all Leads provided to you and you may legitimately contact those Leads for the Agreed Purposes.

4 Your Responsibilities

- 4.1 You must at all times act in good faith towards Haymarket.



- 4.2 You shall provide to Haymarket all information reasonably required by Haymarket to perform its duties, including complete and accurate information in relation to the manner in which and the purposes for which you intend to use Lead Data delivered to you by Haymarket.
- 5 Data Protection**
- 5.1 The parties shall, in relation to the Lead Data delivered by Haymarket to you, be independent data controllers and acknowledge that in no circumstances shall Haymarket be deemed to be a joint data controller with you in relation to the Lead Data (or otherwise).
- 5.2 The provisions which follow set out the framework for acquisition of Lead Data. Haymarket shall disclose the Lead Data collected by Haymarket to you for the Agreed Purposes. Haymarket shall:
- (a) ensure that it is able to lawfully disclose the set of Lead Data to you for the Agreed Purposes; and
 - (b) ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Lead Data and against accidental loss or destruction of, or damage to, Lead Data.
- 5.3 Each party shall comply with the Data Privacy Laws in connection with its collection, delivery and use of Lead Data and agrees that any material non-compliance by it with the Data Privacy Laws shall constitute a material and irreparable breach of the Agreement. Neither party shall intentionally do, or omit to do, any act or thing that puts the other party in breach of the Data Privacy Laws.
- 5.4 You shall give us reasonable assistance in complying with our obligations under the Data Privacy Laws. In particular, you shall: (i) promptly inform Haymarket of the receipt of any data subject access request that names Haymarket or a Group Company and comply with our reasonable directions in respect of such request; (ii) provide us with reasonable assistance in complying with any data subject access request that we or a Group Company receive; and (iii) notify us without undue delay (and in any event within 48 hours) on becoming aware of (a) any actual or alleged personal data breach (as defined in the GDPR) affecting the Lead Data and/or (b) of any breach of this clause 5 and/or the Data Privacy Laws in respect of the Lead Data and/or the activities contemplated by these Lead Gen T&Cs.
- 5.5 Each party (the “**indemnifying party**”) shall indemnify the other party (the “**indemnified party**”) against all claims and proceedings and all liability, loss, costs and expenses incurred by the indemnified party as a result of any claim made or brought by or on behalf of a Lead in respect of any loss, damage or distress caused to the indemnified party as a result of:
- (a) any breach of the Data Privacy Laws or this clause 5 by the indemnifying party, its employees or agents; or
 - (b) any act or omission of the indemnifying party in relation to the Lead Data.
- 5.6 The parties acknowledge and agree that, to the extent the transfer of Lead Data is or does become a Restricted Transfer, the parties shall separately agree a transfer mechanism to legitimise the transfer of the Lead Data from Haymarket to you (“**Transfer Mechanism**”).
- 5.7 The parties acknowledge and agree that any agreed Transfer Mechanism may not, in isolation, ensure that your processing complies with the International Transfer Requirements, and the parties agree to cooperate with each other in good faith to agree written variations to these Lead Gen T&Cs, and to take such action as may reasonably be required, to ensure that such processing complies with the International Transfer Requirements. To the extent that Haymarket determines that the processing cannot comply with the International Transfer Requirements, it may at no additional cost and without further liability either:
- (a) require you to only process the Lead Data within certain jurisdictions and/or subject to certain restrictions, supplementary measures and/or safeguards; and/or
 - (b) suspend provision of the Lead Generation Services and/or terminate the Agreement in whole or in part on immediate written notice without further liability to you.
- 5.8 Notwithstanding clause 5.7 of these Lead Gen T&Cs, by entering into any Transfer Mechanism you warrant, represent and undertake (on an ongoing basis) that you can comply in full with the Transfer Mechanism.



Schedule C – Sponsorship and Content Marketing Terms and Conditions

The following Sponsorship and Content Marketing Terms and Conditions (the “**Sponsorship T&Cs**”) apply to all services relating to our agreement to provide you with certain sponsorship rights (the “**Sponsorship Services**”) as further set out herein.

These Sponsorship T&Cs are in addition to and incorporate the General T&Cs and shall form part of the Agreement constituted by an Order Form that includes Sponsorship Services. You agree that by entering into an Order Form relating to our supply of such sponsorship rights, you are entering into a legally binding agreement pursuant to these Sponsorship T&Cs and the General T&Cs.

Any capitalised term or expression used in these Sponsorship T&Cs but not defined in these Sponsorship T&Cs shall have the meaning set out in either the applicable Order Form or the General T&Cs, as applicable.

1.1 Interpretation

Where used in these Sponsorship T&Cs the following words have the following meanings:

“**Event / Project / Campaign**” means the activity for which you have sponsorship rights and/or event or content marketing that Haymarket is organising for you, as described on the applicable Order Form (and where these terms simply reference an ‘Event’, this refers to a live event, virtual event, hybrid live and virtual event, awards, forum, conference or exhibition);

“**Haymarket Mark**” means the trading mark or names owned by or licensed to Haymarket, whether registered or unregistered, and any composite mark featuring a Haymarket Mark and Sponsor’s Mark, and to the extent that Haymarket is contracting on behalf of a Client’s Event/ Project/ Campaign, this shall also include the trading mark or names owned by Client and licensed to Haymarket, whether registered or unregistered, and any composite mark featuring a Client’s trading mark or names and Sponsor’s Mark;

“**Marketing Activities**” means any marketing activity carried out by you to promote or market the Event/ Project/ Campaign and/or your association with the Event/ Project/ Campaign;

“**Materials**” means all documents, adverts, promotions and/or materials created by you in connection with the Event/ Project/ Campaign or under the Agreement;

“**Media Content**” means the photographs, audio/audio-visual/visual content and or data which Haymarket owns or is licensed to Haymarket by third parties.

“**Rights**” shall mean your sponsorship rights as set out on the applicable Order Form, which shall include Haymarket’s obligations as described in the applicable Order Form;

“**Site**” means the address where the Services relating to the Event/ Project/ Campaign are to be carried out, as set out on the applicable Order Form;

“**Sponsor Mark**” shall mean the trading marks or names (whether registered or unregistered) owned by or licensed to you from time to time, as notified to us in writing which the you wish us to use in association with the Event/ Project/ Campaign; and

“**Sponsor Staff**” means any individual invited to the Event by you: including as a guest, an employee, a contractor, a speaker or in any other capacity.

2 Grant of Rights and Sponsor Acknowledgements

2.1 In consideration of the payment by you of the Fees, we will grant you the Rights during the Term in the Territory on the terms and conditions set out in these Sponsorship T&Cs and the General T&Cs (and we will perform the obligations set out in the applicable Order Form).

2.2 You must exercise the Rights granted under the Agreement in a manner consistent with the good name, goodwill, reputation and image of Haymarket, its associated companies, the Event/ Project/ Campaign and other sponsors, advertisers or exhibitors. Where we are not expressly stated as responsible for costs in the applicable Order Form, you may enjoy such Right at its own cost. Where you are permitted to use the Haymarket Mark, the Haymarket Mark shall be used on the Materials and for the Marketing Activities only.

2.3 We shall be entitled to use the Sponsor Mark as necessary in any media and in any form to provide the Rights and any additional rights granted to you. We shall seek consent from you before each new use of the Sponsor Mark, such consent not to be unreasonably withheld or delayed. You consent to our use of the Sponsor Mark on social media to promote the Event/ Project/ Campaign and/or you, and acknowledge that we cannot accept responsibility for use of the Sponsor Mark by third parties once the Sponsor Mark is used on social media.

2.4 Unless expressly stated in the Rights or otherwise in the applicable Order Form, you do not have the right to film the Event or otherwise use moving footage or audio of the Event.

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- 2.5 We shall endeavour to host the Event at the Site on the Relevant Dates. We reserve the right to change the Relevant Dates, the Site or any location of your displays at the Site on reasonable notice to you. On receipt of such notice the Relevant Dates, the location of your displays or the Site (as applicable) shall be deemed amended and the remainder of the Agreement shall continue un-amended. We shall not be responsible for any costs incurred by you in the event of postponement or moving of the Event.
- 2.6 You acknowledge that we cannot guarantee that the Event/ Project/ Campaign will attract any estimated or predicted number or demographic of guests, attendees, delegates, other exhibitors, sponsors, visitors, participants and/or Leads (as applicable), and that any estimates or predictions are given by us as an indication only. For the avoidance of doubt, any guarantees or confirmations given by us (including those relating to numbers or demographic of attendees, participants and/or Leads) in the Rights may not necessarily result in such actual levels. You further acknowledge that:
- (a) we cannot guarantee that you will achieve a certain level of sales or interest from the Event/ Project/ Campaign; and
 - (b) we are not liable for any misrepresentation by us or our representatives (whether innocently or negligently made) as to the number or demographic of guests, attendees, delegates, other exhibitors, sponsors, visitors, participants and/or Leads (as applicable) of the Event/ Project/ Campaign.
- 2.7 You will be responsible for the acts and omissions, behaviour and conduct of all Sponsor Staff. You shall use your reasonable endeavours to ensure that at all times Sponsor Staff shall comply with all relevant rules and regulations governing access to the Event/ Project/ Campaign and shall not do or omit to do anything which may jeopardise the general safety and conduct of the Event/ Project/ Campaign. If in our reasonable opinion any Sponsor Staff's conduct falls below this standard, we may refuse to permit Sponsor Staff entry to the Event or ask them to leave.
- 2.8 We reserve the right to cancel one or more Event/ Project/ Campaign on notice to you. In the event of cancellation of the Event/ Project/ Campaign by us other than for Force Majeure, you will be entitled to full repayment of any Fees paid to us. We shall not be responsible for any other costs of any nature incurred by you from cancellation of the Event/ Project/ Campaign.

3 Intellectual Property Rights

- 3.1 The Intellectual Property Rights used by us in connection with our business, including the Haymarket Mark and all other Intellectual Property Rights used on our websites and in connection with our Events/ Projects/ Campaigns, are owned and/or controlled by us or our licensors. We grant no licence to you to use such Intellectual Property Rights other than as set out in this clause 3.
- 3.2 We grant to you a non-exclusive licence to use the Haymarket Mark and any Media Content provided to you for those purposes and in the manner set out under the Agreement (and the logos and marks of other sponsors only where incorporated in the Media Content and solely to enable you to exercise the rights under the Agreement) throughout the Term.
- 3.3 You acknowledge that as between you and us, we are the owner of all rights, title and interest in and to our Intellectual Property Rights. You shall not do or omit to do anything which might undermine the validity of a registered Haymarket Mark. Should any right, title or interest in or to such Client Intellectual Property Rights or any goodwill arising out of the use of any of a Haymarket Mark become vested in you (by the operation of law or otherwise), you shall hold the same in trust for and shall, at our request, immediately unconditionally assign (with full title guarantee) free of charge, any such right, title, interest or goodwill to us, as applicable, and execute any documents required by us to confirm such assignment.
- 3.4 If you become aware of any threatened or actual unauthorised use of Haymarket Intellectual Property Rights, you shall immediately notify us. You will at our request give all reasonable co-operation to us in any action, claim or proceedings brought or threatened in respect of the Haymarket Intellectual Property Rights.
- 3.5 You hereby grant a non-exclusive licence to us and Client to use the Sponsor Mark for the Term to promote the Event/ Project/ Campaign, for those purposes required under the Agreement, and to third parties to enable them to exercise their rights and otherwise as part of the Media Content.

4 Your Obligations

- 4.1 You represent, warrant and undertake that you shall:
- (a) ensure that:
 - (i) the content, nature and proposed use of each Material which: (i) incorporates a Haymarket Mark, or any Media Content, (ii) refers to Haymarket, the Event/ Project/ Campaign, or any partner of the Event/ Project/ Campaign; and/or (iii) is to be used for the Marketing Activities; and

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- (ii) each and every Marketing Activity is approved in writing by Haymarket prior to you commencing any such Marketing Activity or prior to the publication or use of the relevant Material;
- (b) provide one sample of each Material to us for prior approval and ensure that all Materials used conform with any samples approved by us;
- (c) not use the Haymarket Mark, or any Material except as expressly provided in the Agreement and in accordance with any usage guidelines as the parties may agree in writing from time to time during the Term;
- (d) not adopt or use any domain names, marks, drawings, symbols, emblems, logos, designations or names identical or confusingly similar to the Haymarket Mark, Haymarket's other trading names, Haymarket's Intellectual Property Rights or the Event/ Project/ Campaign;
- (e) not knowingly do or suffer to be done any act which will in any way harm, impair or adversely affect the rights and interests of Haymarket or Haymarket's Intellectual Property Rights;
- (f) not make any representation or give any warranty on behalf of Haymarket or otherwise pledge the credit of Haymarket;
- (g) not engage in any joint exploitation of or otherwise enter into any joint marketing or promotion such that any of the Materials, Haymarket or the Event/ Project/ Campaign is associated with any third party or any third party's products or services without the prior written consent of Haymarket;
- (h) co-operate with and comply with all reasonable requests of Haymarket at all times during the Term, including any deadlines for copy, and promptly notify Haymarket of any factor which could or does impact upon Sponsor's ability to perform Sponsor's obligations under the Agreement; and
- (i) not knowingly exercise the Rights in such a way as to conflict with or do anything which conflicts with the rights granted to any other sponsor or official supplier of Haymarket or the Event/ Project/ Campaign including but not limited to the other sponsors.

5 Special Terms in Relation to Sponsor Passes and Sponsor Staff

- 5.1 Where you are granted access, tickets or passes to the Events (either free of charge, discounted or for full price) any Sponsor Staff or pass holders must comply with the terms relating to any pass.
- 5.2 You shall, and shall procure that all Sponsor Staff shall:
 - (a) not bring into the Events any items prohibited by Haymarket. You acknowledge that all prohibited items may be confiscated;
 - (b) comply with all safety announcements and reasonable directions given by us or our authorised representatives at the Events; and
 - (c) not make or take any photographs, film or other recordings at the Events for any commercial purpose other than as permitted in accordance with the Agreement.
- 5.3 You and Sponsor Staff must comply with all health and safety laws and provide to us all reasonably required documents (including health and safety assessment forms) promptly on request by us.

6 Haymarket Warranties

- 6.1 Haymarket warrants that:
 - (a) it has the authority to perform its obligations under the Agreement and to grant you the Rights;
 - (b) it will perform all services under the Agreement with reasonable care and skill.
- 6.2 Haymarket disclaims all other conditions and warranties not expressly made in the Agreement, including without limitation about the Event/ Project/ Campaigns or the effectiveness of any the Rights granted to Sponsor, to the maximum extent permitted by law.

7 Sponsor Warranties

- 7.1 You represent, warrant and undertake that:
 - (a) you have the right (including all necessary Intellectual Property Rights) to grant to Haymarket the right to use Sponsor Mark and any copy and that it is able to grant the required rights in accordance with the Agreement; and

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- (b) the use by Haymarket of Sponsor Mark as provided for in the Agreement does not infringe any third party Intellectual Property Rights; and
- (c) you shall not make or do, and shall ensure no Sponsor Staff makes or does, any statement or any act which a reasonable person would consider disparages Haymarket, the Client, a Haymarket Mark, a third party sponsor or exhibitor of the Event/ Project/ Campaign or the Event/ Project/ Campaign itself.

8 Security

- 8.1 Although Haymarket may provide security at the Event, the role of security is to ensure the personal safety of all guests and exhibitors at the Event. Accordingly, Haymarket accepts no liability for any loss or damage to Sponsor's property at the Event.

9 Indemnity

- 9.1 Sponsor shall indemnify and hold Haymarket, its directors, executive members, officers, employees, agents and the Client harmless against all or any third party actions, proceedings, claims, demands, costs, expenses, liabilities, losses, awards and damages of any kind arising by reason of (a) any act or omission of Sponsor or Sponsor Staff; or (b) any breach of these Sponsorship T&Cs (including any breach of warranty given in these Sponsorship T&Cs) by Sponsor or its authorised representatives howsoever caused, except where such claims, actions, losses, damages, liabilities and expenses arise directly as a result of Haymarket's negligence or the negligence of Haymarket's authorised representatives.
- 9.2 Haymarket shall indemnify and hold Sponsor and its directors, executive members, officers, employees, agents harmless against all or any actions, proceeding or claim brought by a third party that, in carrying out the Services pursuant to these Sponsorship T&Cs, Haymarket has infringed the Intellectual Property Rights of such third party, except where such claims arises directly as a result of Sponsor's negligence or the negligence of Sponsor's authorised representatives, in which case this clause shall not apply.
- 9.3 The foregoing indemnification obligations are conditional on the indemnified party:
 - (a) giving the indemnifying party notice of the relevant claim;
 - (b) reasonably cooperating with the indemnifying party at indemnifying party's expense, in the defence of such claim; and
 - (c) giving the indemnifying party the right to control the defence and settlement of any such claim, except that the indemnifying party shall not enter into any settlement that affects the indemnified party's rights or interest without the indemnified party's prior written approval. The indemnified party shall have the right to participate in the defence at its expense. In the event that the indemnifying party fails to defend and/or indemnify the indemnified party, the indemnified party has the right to defend or settle any claim on its own behalf though counsel of its own choice, and be fully reimbursed by the indemnifying party for all costs and expenses of such defence.
- 9.4 You shall make good at your own expense any damage to the Events or any of the contents, fixtures and fittings of the Events attributable to any act or omission by you and/or any Sponsor Staff (fair wear and tear excepted). In the event that you have not made good such damage within 7 (seven) days of the damage having occurred (or, if later, of Haymarket notifying you of such damage and requiring its remedy and providing you with an estimate of repair costs), Haymarket shall be entitled to rectify any such damage and you shall indemnify Haymarket for its costs in doing so.

10 Termination

- 10.1 The Agreement may be terminated with immediate effect by Haymarket with written notice to you if you engage in conduct which in the reasonable opinion of Haymarket reflects unfavourably on the good name, goodwill, reputation or image of Haymarket, the Event/ Project / Campaign or any of its Intellectual Property.
- 10.2 Haymarket has the right to terminate the Agreement on 30 days' written notice to Sponsor at any time and with no liability (other than to return any pre-paid Fee) no further obligations, other than those set out in clause 11.1 of these Sponsorship T&Cs.

11 Consequences of termination

- 11.1 Upon termination or expiration of the Agreement:
 - (a) the Rights and opportunities granted under the Agreement to Sponsor will cease with immediate effect. In particular, Sponsor shall immediately cease using the Haymarket Mark and the Media Content and withdraw all Materials (in Sponsor's possession custody or control);
 - (b) Sponsor must promptly pay to Haymarket all monies due and payable to Haymarket pursuant to the Agreement as at the date of termination or expiration (as the case may be) and Sponsor shall have no right to a refund of any payments made by Sponsor;

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- (c) Haymarket shall not be required to cover up Sponsor Mark or withdraw any Materials (including Media Content) produced by it (or on its behalf) prior to the date of termination bearing Sponsor Mark; and
- (d) Sponsor Mark may continue to be included in the Media Content as part of the existing branding of the Event/ Project/ Campaign.

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Schedule D – Advertising Services Terms and Conditions

The following Advertising Services Terms and Conditions (the “**Advertising Services T&Cs**”) apply to all services relating to any advertising services provided by us to you under an Order Form, including our running of advertisements (together, the “**Advertising Services**”).

You agree that by purchasing any Advertising Services from us, you are entering into a legally binding agreement pursuant to these Advertising Services T&Cs (which shall incorporate any applicable Rate Card and Spec Sheets as well as the Advertising Services Data Protection Addendum and the Advertising Services Tag Management Addendum). These Advertising Services T&Cs form part of, and apply only to, the Agreement constituted by an Order Form including the Advertising Services. For the avoidance of doubt, where copy and/or other instructions are provided by you but are not included in an order, they shall not be deemed to be part of these Advertising Services T&Cs.

Any capitalised term or expression used in these Advertising Services T&Cs but not defined in these Advertising Services T&Cs shall have the meaning set out in either the applicable Order Form or the General T&Cs.

1. Definitions

Where used in these Advertising Services T&Cs the following words have the following meanings:

“Advertisement”	includes any loose or insert advertisement, any advertisement attached to or distributed with the relevant publication or Digital Media, including free gifts, information supplied in connection with an advertisement, and advertisements in any form, including computer or electronic readable form, and whether in video, flash, animated text or image, image, audio, or any other format;
“Advertiser Materials”	means materials supplied to us (including any copy and creative) in respect of an Advertisement;
“Advertising Services Data Protection Addendum”	means the terms and conditions set out at www.haymarket.com/advertising-services-data-protection-addendum or such replacement location where we host such terms and conditions from time to time;
“Advertising Services Tag Management Addendum”	means the terms and conditions set out at www.haymarket.com/advertising-services-tag-management-addendum or such replacement location where we host such terms and conditions from time to time;
“Agency”	means an advertising agency or a media buyer that places an Advertisement on behalf of a third party advertiser;
“Agency Client”	means the natural or legal person on whose behalf an Agency runs an Advertisement;
“Digital Media”	means websites, mobile apps, desktop apps, tablet apps and any other medium for the transmission of Advertisements in a digital format;
“Haymarket Publisher IP”	means any Intellectual Property Rights arising out of or in connection with: (a) materials created or developed in connection with our provision of the Advertising Services; and (b) materials otherwise owned by (or licensed to) us and used in connection with the provision of the Advertising Services;
“Laws”	means any and/or all applicable laws, statutes, court orders, industry codes, industry regulations and/or industry guidance (whether in the UK and/or other jurisdictions in which an Advertisement will appear) including (but limited to) (a) the Financial Services Act 2012, (b) the Data Privacy Laws, (c) the UK Code of Non-Broadcast Advertising, Sales Promotion and Direct Marketing, and all other applicable codes under the general supervision of the Advertising Standards Authority, or Trading Standards, and the equivalent of any of the foregoing in any relevant jurisdiction, and (d) in the

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case of an Advertisement which relates to mail order goods, the Safe Home Ordering Protection Scheme;

“order”	means an order for advertising services that you place with us in accordance with clause 2 of these Advertising Services T&Cs;
“Person”	includes any natural person, corporation, company, partnership, LLP, or any other entity or association (incorporated or otherwise), including state or governmental emanations, agencies and departments, and quangos;
“Personal Data”	means any personal data, as defined in Article 4 of the UK GDPR, that is the subject of a Personal Data Transfer;
“Personal Data Transfer”	has the meaning given in clause 7.1 of these Advertising Services T&Cs;
“Rate Card”	means the rate card in respect of the relevant media for an Advertisement including advertising rates and additional terms and conditions concerning copy and cancellation dates;
“Spec Sheet”	means the document in respect of the relevant media for the Advertisement setting out technical and stylistic specifications and related information, including additional terms and conditions applicable to the relevant media;
“Tag”	means the HTML, JavaScript, URL, or other code (including any successor code) inserted or embedded within an Advertisement and/or our Digital Media, and other technologies that serve a similar function (such as SDK's and device fingerprinting), and any tag or beacon (e.g., a transparent 1x1, pixel, or .gif file) called by such code, and/or any other technologies that serve a similar function;
“Tag Vendor”	means a third party vendor or subcontractor directly or indirectly engaged by you (or by your Agency, where you are an advertiser, or by the relevant advertiser where you are an Agency) that provides ad-tech services to you or your Agency (as applicable) via the use of Tags; and
“Virus”	means any thing or device (including without limitation, software, code, malware, adware, bit torrents, files or programmes) which may (a) prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service equipment or network or any other service or device, (b) prevent, impair, or otherwise adversely affect access to or operation of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise), and/or (c) prevent, impair or otherwise adversely affect our websites, media and/or the user experience.

2. Placing an Order

- 2.1 If you wish to purchase Advertising Services from us, we will agree with you the order you would like to place. Our acceptance of your order will take place (a) when we expressly accept it by email or voice call, (b) when we place an Advertisement following your instructions, (c) when an order is completed online, or (d) (if we are using an Order Form), when the Order Form has been signed by our authorised representatives. At the point we accept your order the Agreement will come into effect between you and us.
- 2.2 Every time an Order is accepted, it shall be incorporated into, and subject to the terms and conditions set out in, the Agreement.
- 2.3 Acceptance of an order 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 these Advertising Services T&Cs.

3. Advertising Services

- 3.1 We shall use reasonable endeavours to provide the Advertising Services in accordance with the Agreement. If we run an Advertisement, this does not mean in any way whatsoever that we have agreed either that (a) you have complied with your obligations under the Agreement, or (b) we waive any of our rights and

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remedies under the Agreement.

- 3.2 We may decline to run an Advertisement for any reason at our discretion.
- 3.3 Time is not of the essence and time deadlines in respect of the timeframes set out in the applicable Order are only estimates.
- 3.4 We do not guarantee:
 - 3.4.1 that an Advertisement will be run on any agreed or proposed date and/or time;
 - 3.4.2 (a) there is space available for an Advertisement on the specific date and/or time described in the relevant Order, or (b) that an Advertisement will be run in the space or location described in the relevant Order;
 - 3.4.3 the positioning of an Advertisement, either absolutely or relative to any other Advertisements or copy or other item;
 - 3.4.4 the wording and quality of the Advertisement as run; and
 - 3.4.5 in respect of our Digital Media, that there will be continuous, uninterrupted access by users of such media.
- 3.5 We reserve the right to:
 - 3.5.1 alter, cancel and/or postpone run dates set out in the applicable Order;
 - 3.5.2 reject, not run, remove, not print, suspend, cancel and/or change the position or timing of an Advertisement;
 - 3.5.3 make (or require you to make) any corrections and/or alterations to an Advertisement that, we consider (in our sole and absolute discretion) appropriate. This may be (without limitation) in order to ensure that the Advertisement (a) conforms to the style and/or subject-matter of the print and/or Digital Media in which it is booked to run, (b) is not contrary to the Agreement, (c) conforms to the warranties you are giving us under the Agreement, and/or (d) conforms to the technical specification set out in the Order and any applicable Spec Sheet. If you fail to amend the Advertisement copy or Advertiser Materials or do not amend it to our satisfaction, we reserve the right not to run the Advertisement;
 - 3.5.4 alter Advertisements by cropping, overlaying, reducing or increasing the size, re-configuring, re-sampling, or re-purposing for use and/or editing in our Digital Media;
 - 3.5.5 not run an Advertisement that does not comply with any production deadlines or technical specification set out in the applicable Spec Sheet, or when you have not paid any sums due under the Agreement or are otherwise in default of any payment obligations owed to us (under the Agreement or otherwise); and
 - 3.5.6 withdraw an Advertisement if a court, regulatory authority or government agency notifies you and/or us that the Advertisement does not comply with applicable Laws and orders or requires its withdrawal.
- 3.6 We shall not be responsible for any losses incurred by you in connection with our exercise of any right set out at clause 3.5.1 to 3.5.6 of these Advertising Services T&Cs.
- 3.7 If at the time you order you are an Agency and do not disclose (a) the name of your Agency Client, and/or (b) the goods and/or services which are to be the subject of the Advertisement(s), we may at any time refuse to accept and/or run, or suspend the Advertisement(s). In such circumstances, neither you nor any Agency Client shall have any claim against us in respect of such refusal to accept and/or run or suspend the Advertisement. If in such circumstances we do not fill any advertising space that had been allocated for the Advertisement, or we fill the space at a lower rate than the rate set out in the applicable Order, you shall pay us an amount equal to the difference between what we received and what we would have received if your Order was fulfilled along with associated costs and expenses incurred by us.
- 3.8 In respect of Advertisements on our Digital Media, special timings, treatments, positions or formats shall be given only if agreed in writing by us. Additional charges shall apply as set out in the applicable Order. That agreement shall be specific to you. You may not assign, transfer, sub-contract or otherwise dispose of your obligations under the Agreement without our prior consent.
- 3.9 You shall ensure that we have the right to reproduce the Advertisement in any format and in any medium whatsoever and wheresoever in any territory in the world both during and after termination of the Agreement for so long as any Intellectual Property Rights whatsoever subsist in the Advertisement anywhere in the world.

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3.10 You shall (a) co-operate fully with us, our affiliates, agents, officers, directors, employees, independent contractors and/or advisers, in each case to the extent reasonably required by us, and (b) provide us, our affiliates, agents, officers, directors, employees, independent contractors and/or advisers with such assistance as it is reasonably required by us.

4. Advertiser Materials

4.1 You shall supply the Advertiser Materials to us no later than the deadline we specify. The Advertiser Materials supplied must conform to our requirements as communicated to you, including but not limited to the requirements set out in the applicable Spec Sheet.

4.2 We are not responsible for any loss and/or damage to any Advertiser Materials. It is your responsibility to keep copies of any Advertiser Materials supplied to us.

5. Errors

5.1 You shall notify us of any error in a published Advertisement as soon as practicable and (whenever practicable) prior to the copy date as set out in the Order or any date on which the same Advertisement is to be run again, and in any case within 14 days of its first publication.

5.2 If a published Advertisement contains a substantial error solely due to an act or omission by us, we shall offer you a refund of the Fees you paid in respect of that Advertisement on request. This shall be your sole remedy with respect to such error.

6. Warranties

6.1 You warrant, represent and undertake that, at the time of your entry into the Agreement and/or when you purchase Advertising Services from, or supply Advertising Materials to, us (as applicable):

6.1.1 whether or not you are an Agency, you are authorised and have obtained any and/or all necessary consents, rights and authorisations to enter into the Agreement, purchase Advertising Services, and perform your obligations and grant us the rights (in particular those set out in clause 10.1 of these Advertising Services T&Cs) set out in the Agreement;

6.1.2 where you are an Agency, you have:

6.1.2.1 disclosed to us that fact in writing, and you have provided us with the identity of your Agency Client or agree to do so promptly on request; and

6.1.2.2 procured that your Agency Client has such authorisations and has obtained all consents as set out in clause 6.1.1 of these Advertising Services T&Cs;

6.1.3 any Advertiser Materials you provide us (including those served to us by your Agency Client) and/or Advertisements shall:

6.1.3.1 be accurate, complete, true and not misleading;

6.1.3.2 not violate any applicable Laws;

6.1.3.3 not be unlawful, libellous, defamatory, obscene, pornographic, indecent, lewd, suggestive, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory, and/or fraudulent;

6.1.3.4 not constitute, encourage or provide instructions for a criminal offence or breach of contract or other obligation to any person, violate the rights of any person, or breach any contract or legal duty of any person, or otherwise create any liability whether in contract, tort, breach of statutory duty or otherwise;

6.1.3.5 not infringe any rights, including Intellectual Property Rights, of any third parties;

6.1.3.6 not contain content that impersonates any person or legal entity or otherwise misrepresents your or your Agency Client's affiliation with a person or legal entity;

6.1.3.7 not contain unsolicited promotions targeted to a specific recipient or user or political campaigning;

6.1.3.8 not contain information that constitutes confidential information belonging to any third party;

6.1.3.9 comply with the Spec Sheet;

6.1.3.10 not contain Viruses; and

6.1.3.11 not contain content that we consider (in our absolute discretion) is objectionable or which may expose us, our Group Companies, and/or a third party to any harm or



liability of any type; and

6.1.4 you have obtained all necessary consents from (a) any living person whose name and/or image (in whole or in part) or other Personal Data of which is contained in the Advertiser Materials and/or the Advertisement, and (b) the estate or representatives of any deceased person where consent is required to lawfully use or imply any connection with or endorsement by that deceased person, and in particular the use of any image.

6.2 Except as expressly stated in these Advertising Services T&Cs, in respect of the Advertising Services, we do not make any warranties of any kind, whether implied, statutory or otherwise, including any warranties of satisfactory quality, merchantability, non-infringement or fitness for a particular purpose. We do not warrant that the results of the Advertising Services will be uninterrupted or error-free.

7. Data Protection

7.1 Each party may, in connection with the Advertising Services, from time to time:

7.1.1 share Personal Data with;

7.1.2 disclose or transfer Personal Data to; or

7.1.3 make Personal Data available for collection by,

the other party and/or a third party vendor or subcontractor, including a Tag Vendor, that is engaged by the other party (a “**Personal Data Transfer**”).

7.2 Each party will comply with its respective obligations under the Advertising Services Data Protection Addendum in respect of a Personal Data Transfer.

7.3 In addition to clause 7.2 of these Advertising Services T&Cs, where a Personal Data Transfer is facilitated by the use (whether by you or a Tag Vendor) of one or more Tags in relation to Advertisements that appear on our Digital Media, each party will comply with its respective obligations under the Advertising Services Tag Management Addendum.

7.4 In the event of any conflict or inconsistency between (1) our Data Protection Addendum, (2) our Tag Management Addendum, or (3) these Advertising Services T&Cs, the documents shall prevail in that order.

8. Cancellations and Transfers

8.1 If you wish to request cancellation of an Advertisement or a series of Advertisements, you shall notify us in writing and in accordance with any timescales set out in the relevant Order. The notification shall become effective only when we confirm that we have received it. If we decide to accept a cancellation request (which is at our sole discretion), you shall be liable to pay any applicable cancellation fees as set out in the relevant Order. Where we do not accept a cancellation request[, the Agreement shall continue in accordance with its terms]. Where no cancellation fee is specified in the relevant Order and your cancellation request is issued 30 days or less before the date on which the Advertisement was scheduled to run, you shall remain liable for 100% of the Fees. You shall not be liable for the Fees where your cancellation request is issued more than 30 days before the date on which the Advertisement was scheduled to run.

8.2 If we wish to cancel an Advertisement or a series of Advertisements, we shall notify you as soon as reasonably practicable and such notification shall become effective in accordance with the notice provisions in clause 8.1 of these Advertising Services T&Cs. We shall give you a refund of any paid Fees in relation to a cancelled Advertisement, unless we deem (at our sole discretion) the cancellation to be attributable to your failure to comply with the Agreement or matters outside our reasonable control. If we cancel an Order for a series of Advertisements, you shall not be liable for any difference of the rate between the entire series specified in your Order and the usual rate for the number of Advertisements that have appeared when the cancellation occurs.

8.3 If we approve your cancellation of a series of Advertisements pursuant to clause 8.1 of these Advertising Services T&Cs, you waive any right that you may have to any discounts series to which you were previously entitled. You shall remain liable for the Fees as set out in the Order in respect of the number of Advertisements which have been shown as at the date when the cancellation takes effect.

8.4 If a relevant Order provides you with a right to request a transfer an Advertisement, then any such right may only be exercised in accordance with the Agreement, including the timescales set out in the applicable Order. Notwithstanding anything in the Order, a request to transfer an Advertisement shall become effective only when we confirm that we have received it and we reserve the right (at our sole discretion) to accept or refuse a request to transfer an Advertisement. You shall be liable to pay any applicable transfer fees as set out in the relevant Order.

9. Fees & Payment

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- 9.1 Payment is calculated in relation to each Advertisement type as set out in the applicable Order. Where we have provided you with a custom Advertisement type not set out in the Rate Card, the price is as otherwise agreed between us in the Order or otherwise in writing.
- 9.2 For the avoidance of doubt, an Agency must pay our Fees in accordance with the Agreement whether or not the Agency has received payment from its Agency Client.
- 9.3 Unless otherwise agreed in writing:
- 9.3.1 we may at our discretion split any Order for Advertising or Advertising Services into more than one invoice totalling the relevant sums payable in respect of the Order; and
- 9.3.2 we may issue as supplementary invoice where you are in breach of the Agreement and we exercise our rights to charge Rate Card rates and disapply any discount, without prejudice to any other right we may have under the Agreement.
- 9.4 You acknowledge and agree that we may act as agent for any of our Group Companies that runs an Advertisement in its title(s) or on its Digital Media in all matters relating to the invoicing and collection of receivables.

10. Intellectual Property

- 10.1 Any and all Intellectual Property Rights in and to Advertiser Materials are, and shall remain, your property (or the appropriate third-party rights owner(s), if any). You hereby grant (and shall procure the grant of) us an irrevocable, non-exclusive, royalty-free, worldwide and perpetual licence to use the Intellectual Property Rights in Advertiser Materials for the purpose of performing our obligations and exercising our rights under the Agreement.
- 10.2 Any and all Intellectual Property Rights (other than any third-party Intellectual Property Rights) vesting in Haymarket Publisher IP is, and shall remain, our property (or the property of the appropriate third party rights-owner(s), if any). Subject to your compliance with the Agreement (including your payment obligations), we hereby grant (and shall procure the grant of) you a limited, revocable, non-exclusive licence to use Haymarket Publisher IP solely for the purpose of performing your obligations under the Agreement.
- 10.3 Should any right, title or interest in or to the Haymarket Publisher IP become vested in you (by the operation of law or otherwise), you shall, at the request of us immediately unconditionally assign free of charge, any such right, title, interest or goodwill to us and shall do all acts required by us for the purpose of confirming such assignment.
- 10.4 If you breach this clause 10, this shall entitle us to terminate the Agreement immediately by giving you written notice.
- 10.5 You shall fully and effectively indemnify and hold harmless us and our Group Companies 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 ourselves and/or our Group Companies, whether or not foreseeable, arising directly or indirectly, wholly or in part, out of or in connection with any claim that (a) the use of the Advertiser Materials by us and/or our Group Companies, and/or (b) the Advertisement infringes any third party IP.

11. Expiry & Termination Consequences

- 11.1 Upon expiry or termination of the Agreement:
- 11.1.1 you shall pay any Fees for Advertising Services that have been provided up to (and including) the expiry or termination date but not paid for;
- 11.1.2 the licence granted by us to you under clause 10.2 of these Advertising Services T&Cs shall terminate immediately;
- 11.1.3 the licence granted to us by you under clause 10.1 of these Advertising Services T&Cs shall survive; and
- 11.1.4 we shall return to you, or destroy all Advertiser Materials received in connection with the Advertising Services that have not been collected by you within six months of their receipt by us without giving notice to you. You shall be liable for any costs and expenses incurred by us and/or our Group Company that runs the Advertisement in returning or destroying the Advertiser Materials.



12. Liability

12.1 You shall not exclude or limit your liability under any indemnities given by you under these Advertising Services T&Cs.

12.2 You shall fully and effectively indemnify us and hold us harmless and any Group Company that runs an Advertisement 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 ourselves and/or the aforementioned Group Company, whether or not foreseeable, arising directly or indirectly, wholly or in part, out of or in connection with any breach of the Agreement by you.

13. Publicity

You agree that we and any of our Group Companies that publishes an Advertisement (if applicable) shall be entitled to refer to you (or, where applicable, the advertiser to which the Advertisement relates) as a client in sales and marketing literature (including websites) and reproduce your (or, where applicable, the advertiser to which the Advertisement relates) prevailing logo or trade mark for that sole purpose.

14. Third party rights.

Except in relation to the Client, a person who is not a party to an Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of such Agreement.