

## TERMS AND CONDITIONS

Invoices will be issued to Buyers and Exhibitors (Attendee) consistent with the date identified on the Registration page. Payment is due Net 30 days from receipt of invoice ("Payment Terms"). Attendee acceptance is confirmed upon receipt of the completed Registration. Brand USA reserves the right to cancel if payment-in-full is not received as per the Payment Terms.

### **CANCELLATION**

Exhibitors who cancel more than sixty (60) days in advance of the Event will be reimbursed. Exhibitors who cancel fewer than sixty (60) days in advance of the Event shall forfeit their registration Fees.

### **USE AND CARE OF VENUE**

Space occupancy shall be assigned by Brand USA or its exhibit management vendor, in its sole discretion. Any such assignment does not imply that a similar space will be assigned for future events. Brand USA or its exhibit management vendor reserves the right to change the floor plan or to move Attendee to another location prior to the Event if Brand USA or its exhibit management vendor, in its sole discretion, determines that to do so is in the best interest of the Event.

No sub-letting or sharing of exhibit space will be permitted without the prior written consent of Brand USA. Only Attendee will be entitled to any additional complimentary items offered by Brand USA to Attendee. Attendee will be responsible for all fees, and will be the only company listed in the show guide with respect to Attendee's exhibit space.

Attendee shall be solely responsible for obtaining any licenses, permits or approvals under applicable laws applicable to its activities at the Event. Attendee will not permit the delivery of merchandise or services at the Event facility without the express permission of Brand USA.

Attendee shall promptly pay for any and all damages to the exhibit space, Event facility or associated facilities or equipment, or the property of others, caused by Attendee.

Attendee shall not play or permit the playing or performance of, or distribution of any copyrighted or proprietary material at the Event unless it has obtained all



necessary rights and paid all required royalties, fees or other payments. Brand USA may refuse to permit Attendee to exhibit or display any items that Brand USA reasonably believes infringe the rights of other parties or interfere with the Event. If Attendee refuses to remove any of those items from display, in addition to any other remedies available, Brand USA may terminate this Agreement immediately and summarily evict Attendee from the Event without any liability to Attendee or any other party.

Attendee is prohibited, without express advance written approval from Brand USA, from displaying products/services and/or other advertising material in areas outside its exhibit space such as, but not limited to, parking lots, hotel lobbies, lounges, corridors, sleeping rooms, etc., as well as conducting unauthorized facility tours. Attendee shall not operate hospitality suites during hours in which the Event is open or when any organizer-sponsored activities are being held. Attendee is prohibited from hosting hospitality functions during official Event hours. All requests for a hospitality suite or public function space must be made through Brand USA.

All exhibits shall display products or services in a tasteful manner. No signs, decorations, banners, advertising material or special exhibits will be permitted outside of the Attendee-contracted exhibit space except by written permission of Brand USA. Any and all advertising distribution must be distributed from Attendee's exhibit space. Balloons and stickers are prohibited in the exhibit area. Strolling entertainment or moving advertisements outside of Attendee's exhibit space are prohibited unless approved in advance by Brand USA.

Attendee shall familiarize his or herself with and abide by Venue Rules and Regulations. The Attendee shall conduct him or herself at all times in accordance with professionalism and normal and appropriate standards of decorum and good taste.

### **EVENTS AND PROMOTIONS**

Attendee may not host or operate a London-based travel trade event at any time during the Term of Brand USA Travel Week without written permission from Brand USA.

Contents of all promotions are subject to Brand USA's approval. Brand USA reserves the right to reject any promotion at any time if Brand USA deems the promotion to be unacceptable at its sole discretion.



If this Agreement requires Attendee to provide Brand USA with certain photos, video, logos, images, text and other required materials by stated deadlines, failure to provide Brand USA the required materials by deadlines will result in such promotion for Attendee to be forfeited.

Materials not received by Brand USA's production department by deadline cannot be quality checked and will not be entitled to be displayed or used by Attendee. Brand USA may exercise the right to publish existing material to fulfil the promotion if new material is not received by deadline. No material extensions will be granted unless expressly granted in writing by Brand USA, at its sole discretion.

Attendee hereby grants Brand USA a free, perpetual, worldwide right and license to use, display, publish, distribute, digitize, copy, perform, license, sublicense, transfer, make available or transmit any photographs provided by Attendee hereunder, insofar as such photographs shall have been provided without inclusion of advertising copy or similar non-photographic materials, in any media or format not known or hereafter devised, in connection with the Brand USA database of travel-related information.

### **WARRANTY**

Brand USA represents and warrants that the Services that it provides will be provided in a commercially reasonable manner and conform to generally accepted industry standards and practices at the Venue. Attendee represents and warrants that it is fully authorized and/or licensed to represent claims made at the Event and publish the entire contents and subject matter contained in its promotions, including, without limitation (i) the names, portraits and/or pictures of any person living or dead, and (ii) any copyrighted material, trademarks and/or depictions of trademarked goods and services, and (iii) any third party testimonials or endorsements. Attendee also represents and warrants that any claims or representations made at the Events and contents of Attendee's promotions are accurate and complete and are not misleading.

Brand USA shall only be responsible for its own wilful misconduct or recklessness in providing the Services and shall not be liable for the actions of any third party.

In no event shall Attendee or Brand USA be liable for any indirect, incidental, special, consequential, reliance, or cover damages, or damages for loss of profits, revenue, data, or use, incurred by either Attendee or Brand USA or any

third party, whether in an action in contract or tort, even if the other party or any other person has been advised of the possibility of such damages. Brand USA's liability for damages hereunder shall in no event exceed the fee received by Brand USA from Attendee pursuant to this Agreement and it is agreed that such amount represents a reasonable and fair estimation of all reasonably foreseeable damages.

The provisions of this section allocate the risks under this Agreement between Brand USA and Attendee. Brand USA's fee reflects this allocation of risk and the limitation of liability specified herein.

THE REPRESENTATIONS AND WARRANTIES IN THIS SECTION ARE LIMITED REPRESENTATIONS AND WARRANTIES AND ARE THE SOLE AND EXCLUSIVE REPRESENTATIONS AND WARRANTIES MADE BY EITHER PARTY. NEITHER PARTY MAKES ANY ADDITIONAL REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY REPRESENTATIONS OR WARRANTIES OF DESIGN, MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EVEN IF EITHER PARTY HAS BEEN INFORMED OF SUCH PURPOSE. NO AGENT, CONTRACTOR OR EMPLOYEE OF EITHER PARTY IS AUTHORIZED TO ALTER OR EXCEED THE WARRANTY OBLIGATIONS AS SET FORTH HEREIN.

#### **ASSUMPTION OF RISKS; RELEASES**

Attendee expressly assumes all risks associated with, resulting from or arising in connection with Attendee's participation or presence at the Event, including, without limitation, all risks of theft, loss, harm, damage or injury to or of any person (including death), property, business or profits of Attendee, whether caused by negligence, intentional act, accident, act of God or otherwise. Attendee has sole responsibility for its property or any theft, damage or other loss to such property (whether or not stored in any courtesy storage area), including any subrogation claims by its insurer. Neither Brand USA nor the Venue accepts responsibility, nor is a bailment created, for property delivered by or to Attendee. Brand USA shall not accept any duty of care for exhibition or personal materials brought to the event, and excludes any liability for damage or loss. Neither Brand USA nor the Venue shall be liable for, and Attendee hereby releases each of them from, and covenants not to sue any of them with respect to, any and all risks, losses, damages and liabilities whether described in this section or not.

## **DATA USE**

Attendee consents to Brand USA's collection of the information provided in Registration for use in conducting Brand USA Travel Week. Attendee consents to Brand USA's storage and use, including transfer to other Attendees and non-Attendees alike, of personal contact information (Name, Title, Company, Address, Phone Number, and E-mail) provided in Registration. Brand USA shall, upon request, delete such personal contact information from its records. See Brand USA Privacy Policy for information on making such a request.

## **GENERAL PROVISIONS**

Errors. Brand USA shall not be liable for any errors in any listing or descriptions or for omitting Attendee or any other exhibitor from any directory or other lists or materials.

Assignment. This Agreement, and the rights and obligations hereunder, may not be assigned, in whole or in part by either party without the prior written consent of the non-assigning party. Assignment This Agreement will be binding upon, and inure to the benefit of, the successors, executors, heirs, representatives, administrators and permitted assigns of the parties.

Compliance with Laws. Each party will comply with all laws, legislation, rules, regulations, governmental requirements and industry standards with respect to its activities under this Agreement. Attendee shall abide by and observe all applicable laws, codes, ordinances, rules and regulations, and all rules and regulations of the Venue. Without limiting the foregoing, Attendee shall ensure that its exhibits meet or exceed the requirements of the Americans with Disabilities Act, if applicable.

Notices. All notices, approvals, consents, requests, demands, or other communications to be given to either party shall be in writing by any means where receipt is acknowledged (such as email, hand-delivery, registered mail, or overnight mail, or facsimile transmission) and shall be effective on the date of receipt thereof and shall be sent to the addresses set forth in this Agreement, unless otherwise provided in writing.

Security. Brand USA will retain security for the Event. However, Attendee agrees that he or she shall be solely responsible for the security of his or her own person and material possessions while at the Event.

Media Release. Attendee gives Brand USA permission to photograph and video/audio record the Attendee and to use the same in Brand USA publications, promotions, and other media at no cost. Attendee understands that Brand USA has exclusive royalty free rights to these video and audio recordings.

Change in Scope. Attendee acknowledges that Brand USA's ability to provide all of the Services as outlined in this Agreement may be affected by changes in the assumptions and/or if Attendee does not provide the information and materials requested as set forth above. If a Service is delayed as a result of changes in the assumptions above and/or Attendee's failure to provide materials or information as required, Brand USA shall have the right to modify or cancel the Services

Force Majeure. If events beyond the reasonable control of the parties, including but not limited to, acts of God, severe weather, (including but not limited to hurricanes, tropical storms, hailstorms and flooding), war, acts of any government, strikes, labor disputes, civil unrest, terrorist attacks, failure of Venue management to deliver space or related service for any reason outside Brand USA's control, or curtailment or restriction of transportation either in the city in which the Venue is located or in the countries/states of origin of the attendees, which makes it illegal, impossible or impracticable to hold the Event as contemplated by this Agreement, Brand USA may terminate this Agreement upon written notice. In such event, neither party shall have any further liability to the other party, provided that Brand USA shall promptly return any prepaid amounts in excess of Brand USA's out of pocket expenses for sponsorship activities provided prior to the termination of this Agreement, to Attendee or the Sponsorship fee may be applied to the rescheduled Event, or to the purchase of any Brand USA research product or event within one year of the cancelled Event.

Choice of Law and Dispute Resolution. This Agreement and the rights of the parties hereunder will be governed and interpreted in accordance with the laws of the United Kingdom without regard to its conflict of laws rules or choice of law principles which would require the application of the law of any other jurisdiction.

If a dispute arises out of or relates to this Agreement, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree to settle the dispute by arbitration (with a single arbitrator) in accordance with the rules



of the American Arbitration Association in New York. Each party shall be responsible for its own attorneys' fees.

Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the matters stated herein, and contains all of the covenants and agreements between the parties with respect thereto. This Agreement may be amended or modified only in writing, and shall be effective only after affixation of Attendee's and Brand USA's signatures.

No waiver by either party of any breach by the other party of any of the provisions of this Agreement shall be construed as a waiver of that or any other provision on any other occasion. No third party shall have any rights under this Agreement pursuant to Contracts (Rights of Third Parties) Act of 1999 or otherwise. In the event any one or more of the provisions of the Agreement shall be held to be invalid, illegal or unenforceable, the remaining provisions of the Agreement shall remain in effect.

This Agreement may be executed in two or more original counterparts, which together shall constitute the same Agreement. Facsimile signatures will have the same effect and may be treated as original signatures.

The sections above entitled Warranty and Assumption of Risks; Releases, and all General Provisions, will survive the termination of this Agreement for any reason.