

Terms and Conditions

Hosted Buyer Program

1. Definitions

In these Terms and Conditions, the following words shall have the following meanings unless the context otherwise requires:

1.1 “Delegate” means any person approved to attend Brand USA Travel Week India.

1.2 “Exhibitors” means Exhibitors who have contracted with the Organizers, Brand USA of 1725 Eye Street NW, Eighth Floor, Washington, DC 20006, USA to take a table at Brand USA Travel Week India.

1.3 “Hosted Buyer” means a travel trade professional, accepted by Brand USA as meeting the Hosted Buyer Criteria, who will attend Brand USA Travel Week India as a buyer of travel products; and where complimentary accommodation and return transport are provided by Brand USA.

1.4 “Hosted Buyer Criteria” means:

- A buyer of travel products who is in the position to make or influence decisions on the U.S. travel product that their company offers
- An employee of a company registered to sell travel and a member of an accredited travel association
- Based in India. Buyers will be recruited from Mumbai, Delhi (NCR), Ahmedabad, Chennai, Bengaluru, Hyderabad, Kolkata, Indore, Nagpur, Punjab
- National Capital Region (NCR) comprises of the entire NCT- National Capital Territory of Delhi and several districts surrounding it from the states of Haryana, Uttar Pradesh and Rajasthan
- All buyers will be hosted by Brand USA including travel expenses to and from their cities, meals as per the program, hotel accommodation at the Andaz Delhi during Travel Week
- Buyers from outside the National Capital Region (NCR) of Delhi will be hosted for 2 nights: 6th & 7th October 2020
- Buyers from NCR region will be hosted for 1 night only on 7th October 2020

1.5 “Pre-Scheduled Appointment Software” means the appointment software operated by Brand USA to co-ordinate the appointments of the Hosted Buyer with Exhibitors during Brand USA Travel Week India.

1.6 “Pre-Scheduled Appointment Program” means the appointment program between Hosted Buyers and Exhibitors during Brand USA Travel Week India.

1.7 “Brand USA Travel Week India” means the event to be held namely at the Andaz Delhi, Asset No.1, Aerocity, New Delhi, Delhi 110037 between October 5th – 9th, 2020, which is organized by Brand USA.

1.8 “Travel Week India Team” means the Brand USA Travel Week India personnel team at Brand USA.

2. Attendance and Acceptance

2.1 Approved Hosted Buyers will be sent confirmation of their place via email and will be requested to submit their travel preferences within 5 working days.

INDIA 2020

- 2.2 Brand USA will endeavor to honor the Buyers' preference on number of days requested to attend Brand USA Travel Week India; and for two-day and one-day Buyers, the dates requested. However, due to event capacity, Brand USA reserves the right to offer the Buyer alternative days and dates.
- 2.3 Secondary delegates will be hosted at the Organizer's discretion and will be confirmed in advance. If Hosted, they will be subject to the Hosted Buyer Program Terms & Conditions and if Non-Hosted, subject to the Non-Hosted Buyer Program Terms and Conditions.

3. Hosted Buyers

3.1 "Hosted Buyers" will receive from Brand USA;

- Commitment to a number of Pre-Scheduled Appointments from Wednesday, 7 October 2020 – Thursday 8 October 2020;
- Complimentary return economy-class air-tickets to New Delhi for all non-NCR attendees.
- Room accommodation inclusive of breakfast at the Brand USA Travel Week India's chosen hotel;
 - Non- NCR region buyers will be hosted for two-nights maximum on the 6 & 7 October 2020
 - NCR region buyers will be hosted for one-night maximum on 7 October 2020
- Entry to the Brand USA Travel Week India official evening receptions and networking events on attending days.
- Access to the Guest Speaker seminars on attending days.
- Breakfast, lunch, dinner and refreshments will be provided as per program on attending days.

3.2 As a condition of receiving the complimentary services from Brand USA, Hosted Buyers will be required to:

- 3.2.1 Actively participate in the Pre-Scheduled Appointments Software. Hosted Buyers must select and rank in order of importance a specified number of appointment preferences within a specified timeframe;
- 3.2.2 Honor and actively participate in the Pre-Scheduled Appointments Program during Travel Week India;
- 3.2.3 Hold travel/ accident insurance with adequate insurance cover.
- 3.2.4 To complete the post-Brand USA Travel Week India survey.

3.3 The following is not included in the Hosted Buyer Program: Travel/ Accident insurance; travel to designated departure hub; extended accommodation nights outside the confirmed dates; double occupancy costs; hotel upgrades; personal incidentals or any other costs not stipulated.

4. Travel and Accommodation

- 4.1 Brand USA will supply the Hosted Buyer with complimentary return economy-class flights to Delhi. Please note that these arrangements are non-transferable. The travel times will be allocated to ensure maximum time at Brand USA Travel Week India.
- 4.2 Airport changes requested by the Hosted Buyer are subject to availability and cancellation of flights may incur a fee (see "Cancellations" section below). Any additional cost in reaching the agreed departure airport will be the responsibility of the Hosted Buyer.
- 4.3 Brand USA will not be responsible for extra room costs incurred during the stay. Any room upgrades will be solely at the discretion of the hotel management. Additional nights, mini-bar, room service, spa, laundry etc. if requested by the Hosted Buyer, are payable by the Hosted Buyer directly to the hotel.

5. Cancellations and Replacements for Hosted Buyers

- 5.1 Replacements: Invitations to Hosted Buyers are non-transferable and personal to the Hosted Buyer. In instances where the Hosted Buyer is no longer able to attend, they may request a named colleague attends in their place by writing to Info@BrandUSATravelWeekIndia.com Where possible the replacement colleague should be from the same department / job function. On the condition that the replacement is accepted in writing by the Brand USA Travel Week India Team, a cancellation fee will not apply. If flights have been arranged there may be some change fees to the Hosted Buyer, but we will endeavor to do everything we can to avoid this.
- 5.2 Cancellation of attendance: Cancellations will only be accepted without charge by written confirmation by email to Info@BrandUSATravelWeekIndia.com if received before 20 August, 2020. Cancellations received on or after 20 August, 2020 will incur a fee of INR 25,000 (Rupees Twenty-Five Thousand only) plus applicable Goods and Service Tax (GST) for buyers arriving from out of Delhi and INR 12,500 (Rupees Twelve Thousand, only) for buyers from Delhi. All cancellations must be sent in writing to the Brand USA Travel Week India Team and receipt must be acknowledged by the dates specified above.
- 5.3 Attendance during Travel Week India: If you miss three (3) or more Pre-Scheduled Appointments you will incur a fee of Indian Rupees 12, 000 plus GST.
- 5.4 No-Show: Hosted Buyers who do not inform Brand USA of their cancellation and do not attend Travel Week India will incur a no-show fee of Rs. 45,000 plus GST.
- 5.5 Cancellation fees and no-show fees shall be invoiced to the Hosted Buyers within fourteen days of the closing date of the exhibition, and are payable within thirty (30) days of receipt of the invoice.
- 5.6 The Hosted Buyer agrees that the above charges are a reasonable pre-estimate of the loss suffered by Brand USA in the event of the Hosted Buyer breaching these Terms and Conditions.

6. Exclusion of Liability

- 6.1 Brand USA takes no responsibility:
- 6.1.1 For Hosted Buyers who miss their flight/travel arrangements including inter-connecting flights;
 - 6.1.2 For flight cancellation or delay;
 - 6.1.3 For any delay or loss of baggage or excess baggage charges (any subsequent dispute shall be directly between the Hosted Buyer and the airline);
 - 6.1.4 For hotel expenses (excluding the cost of the hotel room only) which must be settled with the hotel prior to departure;
 - 6.1.5 Any replacement flights and other costs incurred in relation to the above will be at the expense of the Hosted Buyer or airline, where appropriate;
 - 6.1.6 Travel/ Accident and Life Insurance: Hosted buyers must hold travel/accident/ life insurance with adequate insurance cover at their own expense. Such insurance will ensure that they are covered against unforeseen cancellation charges, loss of life/ accident/ medical costs incurred whilst away from home, personal liability claims, loss of money or government ID. Existing medical conditions and fitness to travel must be declared prior to Brand USA arranging flights. Brand USA will have no responsibility for any default in insurance cover in respect to the hosted buyer.
 - 6.1.7 Brand USA, its agents, its employees, and its subcontractors shall not be liable for loss, damage or delay resulting from acts or threats of war, hijack, terrorist activity, civil commotion, industrial disputes, fuel shortages, natural disasters or adverse weather

INDIA 2020

conditions, strikes or lockouts intervention or regulation, military activity, epidemics or any other circumstances outside Brand USA's or its subcontractor's control which shall make it impossible or inadvisable for Brand USA to hold the Exhibition at the time and place provided or makes it impossible to get the Hosted Buyers to the Exhibition or to provide flights, hotels, appointments, events or other services to Hosted Buyers. Brand USA reserves the right to re-schedule the Exhibition at another date and/or at an alternative site at its sole and absolute discretion;

- 6.1.8 Brand USA shall not be liable to the Hosted Buyer, in contract, tort or otherwise for any loss of profit, loss of business or revenue, loss of anticipated savings or any indirect or consequential loss or damage, costs or expenses arising out of or in connection with the Hosted Buyers attendance at the Exhibition;
- 6.1.9 Brand USA shall not be liable for the death or personal injury of any Hosted Buyer.

7. General Provisions

- 7.1 Data Use. Attendee consents to Brand USA's collection of the information provided in Registration for use in conducting Brand USA Travel Week India. Attendee consents to Brand USA's storage and use, including being contacted by the Brand USA Travel Week India Team by phone and email; 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.
- 7.2 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.
- 7.3 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. This Agreement will be binding upon, and inure to the benefit of, the successors, executors, heirs, representatives, administrators and permitted assigns of the parties.
- 7.4 Compliance with Laws. Each party will comply with all Indian 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.
- 7.5 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.
- 7.6 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.
- 7.7 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.
- 7.8 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

INDIA 2020

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.

- 7.9 Force Majeure. If events beyond the reasonable control of the parties, including but not limited to, acts of God, epidemics, 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.
- 7.10 Choice of Law and Dispute Resolution. This Agreement and the rights of the parties hereunder shall be governed and interpreted in accordance with the laws of India, and shall be subject to jurisdiction of courts in New Delhi, 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 or termination thereof, and if the dispute cannot be settled through negotiation, the parties agree to settle the dispute by arbitration (by appointment of a sole arbitrator at New Delhi) in accordance with The Arbitration & Conciliation Act, 1996 (as amended up to date), applicable in India. Each party shall be responsible for their own attorneys' fees. The award of the arbitrator shall be binding on the parties, their heirs, executors and legal representatives.
- 7.11 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 the Indian Contract Act 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.