

IBC2019 Terms & Conditions of Registration as an Attendee

A. Registration

1. Nature of Terms and Conditions - These terms and conditions ("Terms") govern your registration as an IBC Attendee and the terms and conditions upon which you are permitted entry to the IBC Convention as an Attendee. A description as to what an Attendee is entitled to by virtue of registration as a particular category of visitors is set out in IBC's website, <https://show.ibc.org>. No other terms and conditions shall apply and all other terms, representations and warranties relating thereto whether verbal or in writing are hereby expressly excluded. IBC advises that you print these Terms and Conditions and keep a copy safe once your application has been accepted by IBC. You are advised to read (and are responsible for reading) these Terms. Your application to register as an attendee constitutes your confirmation that you have read the Terms and that you accept and abide by them. Where you sign on behalf of a company, organisation or other legal entity, you confirm and warrant that you are authorised to sign on that entity's behalf. For the avoidance of doubt, these Terms do not regulate the contract between an exhibitor and IBC, separate terms and conditions applying to such arrangements.

2. IBC, ITN, the Convention and Attendee – In these Terms (unless the context otherwise requires) (a) "IBC" means International Broadcasting Convention of Third Floor, 10 Fetter Lane, London, EC4A 1BR Helpdesk Tel: +44 (0) 20 7832 4100 Fax: +44(0) 20 7832 4130, Email: registration@ibc.org Website: <https://show.ibc.org> (opening hours 9am to 5pm BST Monday to Friday (excluding bank holidays)). For the avoidance of doubt, (b) ITN International operates registration services relating to the Convention on behalf of IBC and is authorised to act on behalf of IBC in the exercise of IBC's obligations, rights or discretion hereunder, but is not a party to the contract between IBC and you. (c) "Convention" means the IBC Convention to be held in The RAI Convention Centre Amsterdam (hereafter referred to as The RAI) for which you register as a Visitor hereunder and to be held on such dates as are set out in the IBC website or as may be notified from time to time. (d) "Attendee" means anyone attending the IBC Convention held in the RAI.

3. Right to refuse to register or to enter the Convention - IBC reserves the right in its entire discretion to refuse to register any person as an Attendee without liability and without giving reasons as well as refusing any person entry to the Convention as set out elsewhere in these Terms. A mere application to register as an Attendee does not give any person the right to entry to the Convention as an Attendee even if such application is confirmed by IBC

4. Payment of Relevant Fee - Payment of the relevant fee (if any) must be received by IBC, or its nominated agent, at or prior to the time of application. Failure to pay the relevant fee will invalidate any Attendee registration. IBC reserves the right to specify the payment method required on a case-by-case basis.

5. Credit Card & Debit Card details – If payment is made by credit or debit card, IBC will use all reasonable endeavours to keep your credit or debit card details secure by IBC and/or its nominated agents appointed to process such payments on behalf of IBC. Please note that IBC complies with the Payment Card Industry Data Security Standards. Where payment is made by credit or debit card, any refunds made in accordance with these Terms shall only be made to the credit or debit card used to make payment for the registration.

6. No Children under 16 - No children under the age of 16 may register as an Attendee or be admitted to the Convention, except at the discretion of IBC.

7. No refunds except in accordance with these terms - No refunds will be made to an Attendee who is refused entry to the Convention. Other than as set out in these Terms, Attendees are advised to consider whether a visa for entry into the Netherlands is required (and if appropriate apply in advance) as (inter alia) no refunds can be made if an Attendee is unable to attend the Convention for reasons connected to failure to obtain correct visa or other entry papers.

8. Refund eligibility: Refunds will not apply to Single passes, Conference papers and audio visual presentations or Exhibition Visitor passes.

9. Cancellation – The following cancellation terms shall apply to all conference pass types: Day of booking until 1st August: 25% cancellation charge 2nd August until 22nd August: 50% cancellation charge 23rd August onwards: 100% cancellation charge. Please note that written notice of cancellation must be received by IBC or its nominee within the aforementioned periods. You can cancel your order by sending the notice of cancellation by email to registration@ibc.org or fax to +44(0) 20 7832 4130 ensuring that you quote your name, address and your registration reference code. For the avoidance of doubt, if no notice of cancellation is received no refund can be made. There is an option to transfer the registration into a colleague's name to avoid the cancellation fees.

10. Mode of Refunds - Once IBC receives notification from you that you wish to withdraw from the contract (in accordance with these Terms) the appropriate refund will be credited to the credit or debit card account that was used for the purchase as soon as reasonably possible and in any event within 30 days after receipt of your cancellation notification as referred to in paragraph 9.

11. Data Protection

(a) IBC operates under the European General Data Protection Regulation (GDPR) and the UK Data Protection Act in respect of processing personal data. We are regulated by the Information Commissioner. We only process personal data in respect of your registration for IBC and ensuring you get the most from your attendance at the Convention. We do not process your personal data for any other purpose.

(b) In registering for IBC you consent to the transfer of any personal data you may supply to IBC as part of your registration as an Attendee at the Convention generally to third parties (in accordance with the statement on the registration form). However, these third parties will be strictly limited to IBC Exhibitors and selected Partners. (A full list of IBC Exhibitors can be viewed on our website, <https://show.ibc.org>.) (c) By scanning your badge on a BTAG, allowing your badge to be scanned by an exhibitor / sponsor or by registering with an exhibitor supplied code you will be providing the exhibitor / sponsor with your personal contact data (as disclosed when registering). You accept that this exhibitor / sponsor may contact you about their products or services under legitimate interest.

(d) For the purpose of enhancing your experience at the Convention, your details may be passed on to online networking services including the IBC show app. This will enable you to communicate with other attendees during the Convention.

(e) You can find details of our Privacy Policy here <https://show.ibc.org/ibc-privacy-policy>.

12. Use of Email - You agree that email can be used as a means of communication between IBC and you. You must check the email confirming your booking, with IBC being informed of any inaccuracies or omissions.

13. Variation of Terms - These Terms may be varied by IBC from time to time and you are advised to check the terms and conditions applicable to your registration on the IBC website (<https://show.ibc.org>). IBC will publicise any change to the terms and conditions on its website. Any such change shall be binding on you from the date of publication. Any such variation of the Terms may include any rules or regulations imposed on IBC or the Convention by the owner of the Convention's venue (including the RAI) or any relevant authority or governmental agency.

B. Terms and Conditions of Entry to IBC

14. Admittance times etc - Attendees are admitted to the Convention on such days and at such hours as IBC shall from time to time determine

15. Identification - You agree to carry with you at all times during the Event, government issued photo identification, for example, a passport, driving license (with photo card where applicable), or a national ID card. You agree to produce such identification upon request.

16. Right to refuse admission etc - IBC reserves the right to refuse admission to the Convention or to any part of the Convention to any person, or to require a person already admitted to leave the Convention in IBC's entire discretion, without liability and without giving reasons, including (without prejudice to the generality of the foregoing) by reason of the Attendee's conduct or if the Attendee's presence is deemed inappropriate or causes or is liable to cause annoyance to the public, or to endanger or be liable to endanger exhibitors, other attendees, staff of IBC, The RAI or the fabric of the building or otherwise in IBC's discretion. In addition, IBC reserve the right to remove from the Convention any person who breaches any of these Terms where, in IBC's sole discretion, such breach merits the removal of that person from the Convention.

17. Right to close all or part of Convention - IBC reserves the right to close all or part of the Convention at any time without prior notice in its discretion including (without prejudice to the generality of the foregoing) in the interests of security. If it is necessary to close the Convention temporarily during normal opening hours, Attendees may be prevented from leaving whilst such clause is in force.

18. Refusal to admit and confiscation of bags etc - IBC reserves the right to refuse to allow any Attendees to bring any bag, case, parcel etc into the Convention (or to remove or confiscate such item before, during or after entry into the Convention) or to require any Attendee to submit to inspection by IBC any bag, case, parcel, coat or the Attendee's person either before, during or after it has been brought into the Convention.

19. Right to remove bags etc - No bag, case, parcel etc may be left unattended anywhere in the Convention. IBC reserves the right to remove, destroy or otherwise deal with any such object as it deems fit in its discretion and IBC will accept no liability for damage, which may be caused in consequence.

20. Cloakroom - The cloakroom at the Convention is operated by The RAI and not IBC. Items left in the cloakroom are left at your own risk and IBC accepts no responsibility for any loss or damage sustained.

21. No solicitation of business - No Attendee is permitted to solicit any business from any other Attendee or exhibitor or otherwise commercially exploit entry into or attendance at the Convention.

22. Need to obey authorised instruction – Attendees must obey all instruction without delay given by IBC or its representatives, The RAI, or relevant security officers

23. Photography and Image Release – As an Attendee, you may take photographs for your own private use. No commercial photography, filming or recording of any part of the IBC is allowed without IBC's prior written consent press@ibc.org. For the avoidance of doubt, you may not video, film, transmit or otherwise record (including audio recordings) any seminar, session, exhibit or attendee without the prior written consent of IBC. All photographic rights are reserved by IBC. IBC may at its sole discretion arrange for photographs and/or video and/or sound recordings to be made at or in connection with IBC. In consideration for being granted admission to IBC as an Attendee you agree to be photographed and/or recorded whilst attending the Convention and hereby: (i) grant IBC permission to use all photographs and recordings featuring you (the Images) throughout the world in connection with advertising, reporting on and promoting IBC and any related activities in all and any media including without limitation in IBC's publications, presentations, promotional materials, broadcasts, advertising of IBC's services including without limitation on IBC's websites, IBC TV and in IBC Daily News; and (ii) consent to IBC storing copies of the Images for those purposes in any location and to IBC storing your contact details in connection with the Images

24. Disabled Access – Disabled Attendees requiring special assistance during their visit to the Convention should contact the IBC Helpdesk in advance of their visit.

25. Smoking – Smoking is banned inside The RAI Convention Centre at all times in accordance with Dutch Law.

26. ICT Network etc - Access to The RAI ICT network by whatever method is prohibited unless specifically authorised by IBC. All users must obey any instructions to desist or alter any such use if given by IBC, or The RAI or their authorised representatives.

27. Animals – animals are prohibited except for guide dogs and companion dogs for disabled Attendees.

28. Radios etc – Attendees must obtain the prior written approval of IBC before using any radio or other transmission or broadcasting equipment while attending the Convention. Contact exhibition@ibc.org for written approval.

29. Enforcement of these terms and conditions: Any IBC officer, agent or employee or RAI Officer, agent or, employee, may enforce these Terms.

C. Liability

30. Applicability - The provision in Section C of the Terms (Liability) apply to the fullest extent permitted by law.

31. Death, personal injury etc - Nothing in these Terms excludes or limits the liability of IBC for (i) death or personal injury caused by IBC's negligence or (ii) fraudulent misrepresentation.

32. No liability for errors/omissions - IBC does not accept liability for any errors and omissions on its website and reserve the right to change the format and content of the Convention and/or identity of Exhibitors, speakers and/or contributors without notice.

33. Maximum total liability of IBC under these Terms - IBC's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, arising in connection with these Terms shall be limited to the greater of the price paid for any registration or €60 (Sixty Euros)

34. Exclusion of warranties etc - All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Terms.

35. No liability for indirect loss etc - IBC does not accept liability for any indirect loss, consequential loss, loss of data, loss of income or profit, loss of damage to property and/or loss from claims of third parties whatsoever whether arising out of your attendance at the Convention or otherwise.

36. Insurance - Attendees are advised to obtain adequate insurance to cover all reasonable potential eventualities in connection with their visit to the Convention, or otherwise.

37. Fraud etc - It is a crime to use a false name or a known invalid credit or debit card to place an order. Anyone caught willfully entering an erroneous or fictitious order will be prosecuted to the fullest extent of the law. IBC (or its authorised agents or sub-contractor) tracks the electronic fingerprints of every order placed on the IBC website to enable IBC and all legitimate crime prevention and prosecution authorities to trace individual users engaging in criminal activities on the IBC website.

38. Onsite Catering – All catering facilities provided at the IBC Convention are operated by The RAI or other third party contractors. As such IBC has no liability whatsoever to the Attendee with respect to any food or beverages consumed by the Attendee during the Convention.

D. Miscellaneous

39. Force Majeure - IBC reserves the right without liability to suspend, abandon, defer the date of the Convention or to cancel the Convention or alter or reduce the scope of the Convention or move the Convention (or any part of it) to another venue for any reason whatsoever including due to circumstances beyond the reasonable control of IBC including, without limitation, acts of God, governmental actions, war or national emergency, riot, civil commotion, terrorism, outbreak of infectious or contagious disease, governmental regulations, legal restrictions, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to its workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials. In such circumstances, for the avoidance of doubt, IBC shall have no liability to the Attendee whatsoever.

E. General

40. VAT/BTW - Dutch Value Added Tax (BTW) is payable by all Attendees irrespective of their country of origin at the rate applying at the time of payment (at the time of publication of these Terms 21%). All VAT charges made in respect of the Convention should be recoverable and relevant information can be provided to all Attendees who request such information. While every effort is made to ensure the accuracy of these VAT arrangements, IBC cannot be responsible for any changes, inaccuracies or alterations thereof. (All registrants will be sent an electronic VAT receipt at the time of registration).

41. Termination for breach - In the event that the Attendee breaches any of the provisions of these Terms, IBC may in its discretion terminate the contract between IBC and the Attendee without prejudice to any claim IBC may have against the Attendee.

42. Delay in enforcement - Failure or delay by IBC to enforce or partially enforce any provision of the Terms will not be construed as a waiver of any of its rights under the Terms and any waiver by IBC of any breach of, or any default under, any provision of the Terms by you will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the Terms.

43. Severability - If any provision of the Terms is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions shall continue in full force and effect.

44. Entire Agreement - The Terms and any documents referred to in it constitute the entire agreement between the parties.

45. Assignment etc - IBC may assign or subcontract the contract with you or any part of it to any person, firm or Company. You are not entitled to assign the Contract or any part of it without the prior written consent of IBC.

46. Contract (Rights of Third Parties) Act 1999 - A person who is not a party to the Contract or any other Contract between IBC and the buyer shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms. Any revision variation amendment or waiver to or of this Contract or any other Contract between IBC and you shall not require the consent or approval of any person who is not a party to such a Contract.

47. Law - These Terms shall be subject to and construed in accordance with English Law and the parties submit to the exclusive jurisdiction of English courts.

48. Complaints - Any complaints regarding any contract relating to you as an Attendee to the Convention should be directed to the IBC office, FAO The IBC Head of Events, at the address given above.