

LANDING . JOBS

LANDING FESTIVAL TERMS AND CONDITIONS

We are a Portuguese company incorporated under the name of Brightwizard, S.A., VAT PT 510 800 467, with headquarters at Avenida Alexandre Herculano nº2 4ºD, in Lisbon, Portugal and operating under the trademark **Landing.jobs** (“we”, “us” and “our”)

We are the organisers of the employment, talent development and market opportunities event named “Landing Festival” (the “Festival”) held once an year in Lisbon, at Pavilhão de Portugal, Alameda dos Oceanos, Parque das Nações, in Lisbon - Portugal (the “Venue”).

This agreement (the “Terms”) is between us and (i) the person who buys a ticket to attend the Festival and afterwards registers as an attendee to the Festival, “you” as an attendee; (ii) the person who exhibits at the Festival, thereby directing its message to the attendees in the context and for the purposes of the Festival, “you” as an Exhibitor; and (iii) the person who contributes for the Festival to happen and becomes our Sponsor, “you” as a Sponsor; in each and every case “you” or “your”.

Part A – General Terms

Your agreement with us

You should read this document carefully. These Terms govern your online registration, attendance at and/or participation at the Festival as an Attendee, an Exhibitor and/or as a Sponsor).

By registering for the Festival you agree that you have read and will be legally bound by these Terms.

If you do not wish to be bound by these Terms, please do not register, attend or participate in the Festival.

We are committed to protecting your personal information.

These Terms include and incorporate by reference our [privacy policy](#) which explains the types of information collected, stored, shared and processed in connection with the Festival, how and why we use such information, who we share it with and your legal rights.

These Terms also include and incorporate by reference the [Website Terms and conditions](#) to the extent that you complete your purchase of a ticket for attendance to the Festival at the Website.

If you are registering on behalf of another person it is your obligation to make sure that the person attending is aware of these Terms and accepts them.

These Terms apply to you from the date of publishing and until these Terms are superseded by a new version.

These Terms form a legally binding contract between you and us when accepted by you by digital means. To accept these Terms for yourself or on behalf of a Client, a person must have the legal capacity to do so. In the case of an individual, the individual must be of age and at least 18 years of age.

In the case of a legal entity, the entity must be duly incorporated and in good standing.

If you are entering into these Terms on behalf of an entity, such as your employer or the company you work for, you represent that you have the legal authority to bind that entity and that such entity is duly incorporated and in good standing.

We reserve the right to change, modify, add, or remove portions of these Terms at any time.

You are advised to download and/or print a copy of the Terms for future reference.

You further agree that records in our possession shall prove the contents of the commercial transactions between You and us in connection with the Festival.

The original language of the Terms is English. We may make available translations for convenience and upon your written request to us. In case of conflicts between the original English version and any translation other than Portuguese, the English version shall prevail.

We, in our sole discretion, may suspend, cancel, postpone or terminate Festival or ban anyone from attending the Festival where such individual or person does not abide by these terms or otherwise transgresses the Law.

Contact us

For questions about registration or assistance with any registration problems, please contact us at contact@landingfestival.com.

Admittance to Landing Festival

We, in our sole discretion, and without any liability or obligation to refund, reserve the right to refuse admittance to or to eject from the Festival anyone that we determine:

is behaving in a manner that could disrupt, hinder or cause a nuisance to the Festival or to the enjoyment of any other person or partner at the Festival;

represents a security or health & safety risk to the Festival or to any person or partner; and/or

fails to comply with, or is likely to fail to comply with, these Terms.

You agree to comply with all applicable laws in connection with your attendance or participation at the Festival.

Changes or cancellation

We try to make sure that the Festival program, speakers, topics and venues are correct at the time of publishing, circumstances beyond our control may necessitate substitutions, alterations, postponements, or cancellations to the content, format, themes, name, performers, hosts, moderators, venue, or timing of a Festival.

We will endeavor to notify you as soon as reasonably practicable of any substitutions, postponements, or changes by posting the updated information on the Festival's site [here](#).

We reserve the right to alter the advertised content, timing, and/or location of the

Festival at any time and without liability to You.

In the unlikely event of cancellation or adjournment of the Festival, our total aggregate liability to you is limited to the refund of paid fees (in case of cancellation only), and we will not be liable to you for any expenditure, damage or loss incurred by you as a result of the cancellation or adjournment.

Photography, audio and video recording

Any use of photographic, audio, video or other recording equipment at the Festival is strictly prohibited, unless it is approved by us in writing in advance.

By attending the Festival you acknowledge and agree that the Festival (or any part of it) may be photographed or recorded by us or our partners. You agree to permit us, or any third party licensed by us, to use, distribute, broadcast, or otherwise globally disseminate your likeness, name, voice and words in perpetuity in television, radio, film, newspapers, magazines and other media now available and hereafter developed, both before, during and any time after the Festival, and in any form, without any further approval from you or any payment to you. This grant includes, but is not limited to, the right to edit the media, the right to use the media (alone or together with other information), and the right to allow others to use or distribute the media.

Your attendance at the Festival

You are responsible for advising us at the time of making your booking regarding any special access requirements you require at the Festival.

You are responsible for arranging your own appropriate insurance cover in connection with your attendance or exhibition at the Festival. We shall not be liable for any injury or damage to any person or to any real or personal property howsoever caused (except for death or personal injury as a result of our negligence or for any other type of liability that cannot by law be excluded or limited).

During the Festival, you shall conduct yourself in an orderly manner and shall not act in any manner which causes offence, annoyance or inconvenience to others. You shall not canvass, promote, advertise or solicit for business in a manner which, in our sole discretion, is deemed unacceptable. We reserve the right to remove you if we consider in our reasonable opinion that your behavior contravenes applicable laws or regulations or our policies and procedures or those of the Venue and/or is likely to cause offence or annoyance or is otherwise inappropriate or does not comply with these terms.

Refund and cancellation

Your ticket remains our property and is a personal revocable license, which may be withdrawn, and admission to the Festival may be refused at any time upon a refund of the printed registration price.

If you are eligible under applicable law to avail of a right to cancel your online purchase of a no-named ticket within 14 days without giving any reason and to receive a reimbursement of payments, you need to notify us in writing of your decision to cancel your Festival's ticket within 14 days of the day the contract for distance selling was concluded (v.g. from our website). The refund will be made in the same form as the original payment was

received. **Whenever tickets are issued in Your own name or a designated person, then tickets may not be cancelled after their issuance.**

Unless as above stated all purchases of Festival tickets are non-refundable in their entirety. You acknowledge that all refunds are subject to deduction of a €10 (or \$10) transaction fee or as otherwise advised (depending on the currency of your original transaction).

Our free and subsidized ticket promotions sometimes include a processing fee. This processing fee is non-refundable in its entirety.

No reselling

The tickets you purchase are for your own individual use or that of your business (in one of the available packs we have for corporate attendees) and may not be resold under any circumstances, including but not limited to use as part of any promotion or competition. This includes subsidized tickets (if any).

If You are/run a business and want to take the most out of the Festival You may want to become one of Our Exhibitors and Sponsors, special terms applying. Our official exhibitors and sponsors are allowed to engage in recruitment activities and/or advertisement at the Festival.

If You purchased an individual Attendee ticket You may not use the Festival to commercial or corporate activities nor You are allowed to promote or advertise any brands, products or services. Where it may come to Our attention that You are attending the Festival contrary to the latter said, You will be invited to leave

upon payment of Our **partner ticket at the Buy-In-Event fee.**

If You acquired a Basic/Total ticket and are interested in developing certain commercial/corporate activity at the Festival, You'll be asked to comply with our Recruitment Policy and You will have to buy Our Delegate Tickets in case You do not wish to become one of Our sponsors.

Reselling or otherwise transferring your ticket, not in accordance with the Terms, will void the ticket and the ticket holder will not be admitted to the Festival. Where there has been any resale or attempted resale of any tickets (or any other breach of this term), we reserve the right to cancel the relevant tickets with immediate effect.

We reserve the right to cancel any ticket purchase made by any person or body whom we reasonably believe to be associated with any ticket reselling or ticket broker.

Wristbands and lanyards

For security and identification reasons, we may require all delegates to:

display an official Festival's wristband;

display around their neck the official Festival's lanyard containing their badge;

and

carry photo identification at all times, to be shown on reasonable request at the Festival.

Replacement of lost or damaged wristbands or lanyards may be subject to

an additional fee up to the amount of the ticket.

you agree to the terms and conditions of our website [here](#) and our privacy policy [here](#).

Visa requirements

It is your sole responsibility to take care of your visa requirements. If you require an entry visa to attend or exhibit at the Festival, you must allow sufficient time for the visa application procedure.

In the event you are not granted a visa, we are under no obligation to refund your ticket unless you are eligible under applicable law to avail of a right to cancel your purchase of a ticket as provided for herein.

Intellectual property rights

All intellectual property rights in and to the Festival, the Festival content, and all materials distributed at or in connection with the Festival are owned by us, our related companies, and/or the Festival sponsors or speakers. You must not reproduce or allow anyone one to reproduce trademarks or materials distributed by or on behalf of us at a Festival for any reason, without our prior written authorization, which we may withhold or refuse at our discretion.

Nothing in these Terms shall vest you in any legal or beneficial right in or to any intellectual property rights owned or used under licence by us or our related companies, or grant to you any right or licence to any other intellectual property rights of us, our related companies, partners and/or sponsors. All such

intellectual property rights shall remain the exclusive property of their proprietors.

It is strictly forbidden for any company, organisation, or person to attempt to host or organise any event in conjunction with, contiguous to or purporting to be related to the Festival without the express prior permission and cooperation of us. We reserve the right to take such action (legal or otherwise), including a claim for damages as we, in our sole discretion, deem appropriate in the circumstances.

Data Privacy

In order to keep accurate records relating to the Festival and adequately process Your admittance and/or participation at the Festival, as well as to register any complaints, suggestions, requests for information and/or feedback from the Festival, considering that it is primarily an event focusing on talent development and self development, it will be necessary to collect, process and use certain personal data from you that may include (but are not limited to) your name, address, identification card data, and contacts. Data on your professional and academic background (whether or not gathered in a CV) may also be requested by Us or Exhibitors in connection with the networking you develop at the Festival provided however that none of Your Data will be collected and/or processed unless (i) it is strictly necessary to OUR Services to YOU in connection with the Festival, including the issuance and sending of Your tickets, processing of YOUR accreditation and granting YOU safe access to the Festival and proceed consistently with the Terms herein; (ii) it is voluntarily disclosed by You and/or consented by You to be processed subject to Your Opt-In choices as uploaded at Our Website.

Without prejudice of the preceding, where required to the effects of complying with our own legal or contractual obligations (including these

Terms) we may have to share the Data with our administrative and support staff, advisors, counsel, attorneys or consultants as well as with privately held or public entities/ authorities.

Upon enrolling with the Festival You expressly declare that You are aware of our Privacy Policy [here](#) and that You know that we may collect, process and use your Data in the normal course of our dealing with you in connection with the Festival OR AS OTHERWISE PROVIDED FOR HEREIN.

Your Data will be collected and processed only pursuant to our Policy Privacy, that you expressly represent and warrant to us that You've read, understood and accept.

Your data may be recorded and processed via computer systems and/or by paper media whether directly by us and/or through our business partners (including our Exhibitors and/or Sponsors).

Your Data will be retained throughout the Festival and thereafter for an additional 2 (two) years time.

We are the Controlling Entity of your Data in connection with the Festival and you are entitled to access your Data at any time and be informed on the ways your Data is being processed by us or our business partners TO THE HEREIN EFFECTS OR AS OTHERWISE MIGHT HAVE BEEN CONSENTED BY YOU.

Your Data is processed within the European Union provided however that certain of our systems are supported by non-EU Partners – as for instance Microsoft© Azure – that may have operations outside the European Union originating contingent flows or transmission of Data in-out of the European Union. Notwithstanding this, our Partners have offered us compliance assurance with the EU privacy laws including the GDPR and the terms implied by such legislation.

We ensure respect of your rights as the same are defined in Law including the right to access, delete or alter your Data.

You are entitled to present a claim to the national supervisory authority on data protection, which is CNPD (National

Commission for the Data Protection) the contacts of which We will provide to You upon Your written request to our address as provided for herein.

Warranties

To the extent permitted by the applicable law, we disclaim all warranties or conditions, either express or implied, or any part of them in respect of any aspect of the Festival or any related materials. You acknowledge and agree that in accepting these Terms you have not relied on any representation or warranty that is not expressly included in these Terms and you agree that you shall have no remedy in respect of any misrepresentation which has not become a part of these Terms.

Limitation of Liability

You acknowledge and agree that views expressed by speakers at or in connection with the Festival are their own and we do not accept any responsibility or liability for any advice given or views expressed during or in connection with the Festival.

Materials shared or distributed at or in connection with the Festival are intended for information purposes only and should not be relied upon by you or others. We do not provide any guarantees, conditions or warranties that the materials are complete or accurate and do not accept any responsibility or liability for reliance by you or any person on any aspect of the Festival and/or any information provided at the Festival.

To the fullest extent allowed by applicable law:

we and our related companies shall not be liable to you whether in contract, tort (including for negligence),

misrepresentation, restitution or otherwise for any for any loss of profits; loss of sales or business; loss of agreements or contracts; loss of anticipated savings; loss of income; loss of opportunity; loss of or damage to goodwill; loss of use or corruption of software, data or information; and/or similar losses or pure economic loss, or for any indirect or consequential loss, costs, damages, charges or expenses however arising under or in connection with the performance or contemplated performance of the Terms, even if we had been advised of the possibility of same in advance; and to the maximum extent permitted by the law, our total aggregate liability in contract, tort (including negligence), misrepresentation, restitution or otherwise, arising under or in connection with the performance or contemplated performance of the Terms is limited to the total amount paid by you to us for your ticket to attend the Festival.

Nothing in these Terms purports to exclude or limit liability for any fraudulent statement or act or in respect of any liability that cannot be excluded or limited under applicable law.

Indemnity

You agree to defend, indemnify, and hold us, our related companies, affiliates, subsidiaries, joint ventures, third-party service providers, sponsors, speakers and our respective employees, contractors, agents, officers, and directors harmless from all claims, liability, damages, losses, costs and expenses, including legal fees, that arise out of or are related to any breach of the Terms by you or any other liabilities incurred by us arising out of your attendance or participation at the Festival.

Force majeure

We are not liable if the Festival is, in whole or in part, cancelled, rescheduled or postponed, or for any failure or delay to perform our obligations under these Terms, if such event results from anything beyond our reasonable control (for example, natural disasters, flood, fire, acts of terror, war, labour strike, compliance with any law or governmental order, or mechanical, electronic or communications failure or degradation, or any other emergency) or anything else that renders performance of the Festival, in whole or in part, impracticable, illegal or impossible.

Governing law and jurisdiction

This interpretation, formation and operation of the Terms and all non-contractual obligations arising from or connected with them shall be governed by and construed in accordance with, and all disputes between the parties arising out of or in any way relating to the Terms or any disputes between the parties in any way connected with the subject matter of these Terms (whether contractual or non-contractual) shall be governed by, the laws of Portugal.

Each of the parties submits to the exclusive jurisdiction of the Portuguese Courts.

Nothing contained in the Terms shall limit our right to bring enforcement proceedings in another jurisdiction or to seek interim, protective or provisional relief in the courts of another jurisdiction.

Some final terms

These Terms (including our privacy policy) contain the entire agreement and understanding between us in respect of all matters which are referred to herein and

supersede any prior, written or oral agreement between us relating to such matters. You confirm that in agreeing to accept these Terms you have not relied on any representation that is not expressly included herein and you agree that you shall have no remedy in respect of any misrepresentation which has not become a part of these Terms. However, nothing in these Terms purports to exclude liability for any fraudulent statement or act.

If a court with jurisdiction over these Terms finds that any part of these Terms is wholly or partly unenforceable, you and us agree that where possible, the court should modify the terms to make that part enforceable while still achieving its intent. If the court cannot do that, you and us agree that the court should not have regard to that unenforceable part but still enforce the rest of these Terms.

If we fail to insist that you perform any of your obligations under these Terms or we do not act or delay in acting to in exercise a right or remedy provided by these Terms that does not mean we have waived our rights or remedies against you and will not mean that you do not have to comply with your obligations.

These Terms are personal to you. You agree not to assign or transfer your rights or obligations under these Terms to anyone else without receiving our prior written consent. We may assign or transfer these Terms without your consent by providing you with notice.

You and us agree that no agency, partnership, joint venture, or employment is created as a result of these Terms and you do not have any authority of any kind to bind us in any respect.

You agree that the only way you can provide us with a legal notice is at the address(s) set out in Part A above.

To the extent allowed by law, the English language version of the Terms is binding and translations (other than into Portuguese) are for convenience only.

In these Terms:

a reference to the Terms includes all its parts and includes any amendment to or replacement of them;

headings are for reference purposes only and do not form part of the Terms;

a reference to a statute, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;

the singular includes the plural, and vice versa; and

“includes”, “including”, “for example”, “such as” and similar terms are not words of limitation.

If you are a consumer, nothing in these Terms excludes any of your applicable consumer or other statutory legal rights that cannot be waived.

Part B – Attendee specific terms

An Attendee is an individual attending to the Festival and these specific terms apply to attendees in addition to the general terms above.

Tickets and pricing

You will find details of attendee ticket pricing and fees for the Festival at the

Festival's website [here](#). Ticket prices for the Festival are correct at the time of publication.

We reserve the right to change the ticket prices at any time but any changes will not affect tickets that have already been purchased.

A valid ticket entitles you to entry the Festival as an Attendee, but does not include any requirements associated with travel to or from the Festival or any accommodation costs incurred and we shall have no liability for such costs or expenses.

Delivery

Once a successful ticket transaction has been completed, tickets are delivered in electronic soft-copy via email to the email address nominated by the Attendee. For some ticket types it may be necessary to complete required information such as Attendee name or tax identification number before the tickets can be issued.

The ticket acts as a receipt for the transaction and can be used to gain entry to the Festival.

All tickets must be assigned to an Attendee, and all Attendee details must be complete within 30 days of receipt of your ticket. For the avoidance of doubt, this includes name, job title, company name and a passport style photo. Ticket reassignment after this date is subject to the Terms.

Discounts

We may from time to time offer certain discounted ticket promotions to encourage attendance at the Festival. We are not obligated to offer any discounts for a

particular Festival and reserve the right to change or withdraw a discount offer at any time and at our sole discretion.

Ticket name changes

If an Attendee finds that they cannot attend the Festival they must notify us as soon as possible by email at: contact@landingfestival.com and request another Attendee's name associated to their ticket. We may in our absolute discretion allow the name change.

Age limitation

All attendees under 18 years of age must be accompanied by an adult chaperone or have guardian permission to attend the Festival and all related events, being subject to the following requirements:

Minimum age requirement is 16-17 years
An adult chaperone must accompany the attendee at point of registration/accreditation prior to Festival's admittance. The adult chaperone is not required to purchase a ticket if he/she is not attending the Festival;
Adult chaperone must have valid identification and provide valid contact information for the duration of the Festival;

Full ID identification of the attendee must be provided along with an authorization for the attendee to attend the Festival by the person/entity having the custody, being the legal guardian or the parent of the attendee.

We reserve the right to refuse admission to anyone who fails to comply with these documentation requirements.

Part C – Exhibitor specific terms. Exhibitor Agreement

Exhibitors

We offer space at the Festival to Exhibitors who wish to occupy a location at the Festival and operate a stall where they can exhibit certain goods or services to attendees (an “Exhibit”), subject to these Terms.

These Terms along with the Specific Exhibitor Terms agreed with you form Your Exhibitor Agreement applicable to the edition/s of the Festival in question. The Specific Exhibitor Terms supersede the herein terms in case of contradiction or inconsistency.

The Exhibitor is only permitted to conduct business from its allotted Space and shall not canvass, promote, advertise or solicit for business in any other area without our express prior written consent.

The Exhibitor is prohibited from sub-letting the Space without our express prior written consent. If and to the extent that the Exhibitor is permitted to sublet the Space, the Exhibitor shall remain responsible for the Space and shall be liable for any breach of these terms by any party to whom the Space is sublet.

The Exhibitor shall not canvass, promote, advertise or solicit for business on behalf of unrelated Third Parties without our express prior written consent.

The Exhibitor’s operation of the Exhibit at the Festival shall be carried out in full compliance with these Terms.

Location of exhibits

We retain the right in our absolute discretion to relocate the Exhibits and/or require the Exhibitor to occupy an alternative Exhibit within the specified site at the Festival where we deem it to be necessary in the best interests of the Festival or as may be required on security, health & safety grounds or otherwise.

Standard of upkeep

The Exhibitor must keep and maintain the interior, exterior, the fittings and equipment installed at the Exhibits in clean, orderly, sanitary and good repair.

Waste

The Exhibitor is responsible for the disposal of all waste products and rubbish and for taking off-site all rubbish generated by it. If required, the Exhibitor shall provide litter bins for the use at the Festival which the Exhibitor must remove from the site at the end of each day. The Exhibitor is also responsible for the periodic clean-up of tables and floors in their Exhibit area and the surrounding area.

Access

We permit the Exhibitor to operate the Exhibit between the hours as communicated from time to time. The Exhibitor must ensure, to the complete satisfaction of us, that all Exhibits and rubbish are completely dismantled and removed off-site each day of the Festival. The Exhibitor is not entitled to permit anyone, other than its personnel or those having business with the Exhibitor, to have access to the Exhibit area.

Health and safety

An Exhibitor giving (as complimentary or gratuity) or selling food and beverages is

solely responsible for such activity and must therefore ensure full compliance with any laws, including any and all standards, regulations and requirements applying to food and beverages distribution/ offering for consumption in public spaces, food and beverages rules of hygiene, food safety and quality control (regardless of food possibly being offered as “not for resale” gratuity, unpacked or as complimentary refreshment).

The Exhibitor must possess and display - where required - a valid license or permit demonstrating compliance with the laws and (where applicable) its registration with any local food safety and control authorities.

All cooking and heating equipment (IF ANY) shall be of a safe and CE compliant standard. The Exhibitor must ensure that any external gas units are appropriately caged. Such units shall be kept away from public access AT ALL TIMES. The Exhibitor must ensure that its Exhibit is equipped with the proper number, size and type of charged fire extinguishers.

Security instructions

The Exhibitor must observe and comply with, and ensure that its staff engaged at the Exhibits observe and comply with, all instructions and directions given by or on behalf of us or venue management, and with our and venue management rules and regulations as communicated from time to time. The Exhibitor must not damage or allow its employees to damage the Venue and/or its accesses and surrounding areas. All Exhibitor personnel on site must wear identification badges at all times and must not enter any restricted areas.

Equipment provided by us

All equipment (screens, laptops, cabling and other electronic equipment, rooms, furniture etc.) supplied by us at the Festival are on a rental basis and no exchange, transfer or refund of ordered items on-site will be permitted. Any complaint regarding rented items or installation must be lodged by emailing to us at contact@landingfestival.com before the opening of the Festival. In respect of items rented on the day, items should be inspected immediately and tested to ensure they work. Otherwise, all items are deemed to be received in good order and condition.

Exhibitors must pay for all damages or losses to equipment supplied by us to them. The equipment must be insured by the Exhibitor, who will remain liable until our authorized staff have collected the equipment. In case of non-return, the Exhibitor will be required to reimburse us for the full cost of the equipment at the original insurance value.

Cancelled orders are not refundable. Non-standard items may be offered on request, subject to a separate quotation, and are subject to the same terms.

Nothing in these Terms creates or deems to create the relationship of landlord and tenant between us and the Exhibitor nor should these Terms be construed as creating a transfer of a property interest to the Exhibitor.

Exhibitor insurance

Each Exhibitor must hire and maintain with an insurer of repute the level of insurance adequate to the risks at the Festival, and upon request shall produce to us evidence

of the current policy of such insurances and receipts for the premiums payable thereof. Failure to make provision of such evidence to our satisfaction of will permit to immediately terminate these Terms and your right to Exhibit at the Festival.

Limited Liabilities

We shall not be liable for any loss or damage to your property nor for any personal injury to your Representatives except to the extent that any such claims may be directly and solely attributable to our gross negligence or willful misconduct or otherwise cannot be limited or excluded due to mandatory provisions of the law.

You shall indemnify us, our directors, management, staff, counsel, shareholders, related companies, partners and suppliers and any and all third parties against all claims, (including for the reimbursement of legal costs), arising out of your infringement of these terms, the infringement of any intellectual property rights of a third party and/or the breach of any laws.

Bellow sections of Communication and promotional materials as well as of Refunds and Costs apply to Exhibitors with necessary adaptations.

Part D – Sponsor specific terms - Sponsor Pack Agreement

Categories and fees

The Sponsor and any of its representatives commit to engage to participate in the Festival pursuant to the sponsorship's category of Your Sponsor Pack

Your **Sponsor Pack Agreement** is formed by these Terms and Your Sponsor Pack

Specific Terms applicable to the edition/s of the Festival in question.

Sponsorship Category applying to you is the one corresponding to Your Sponsor Pack and is not subject to changes in time unless agreed between you and us in writing.

Subject to our performance and in consideration of the granting of Sponsor Rights, you agree to pay the Sponsorship Fee as showing in Your **Sponsor Pack Agreement** ("the Fee").

Your Fee is payable within 30 days after date of OUR invoicing or up to 3 (three) business days prior to the date of the Festival, depending on whatever is stated on your **Sponsor Pack Agreement**.

If the Fees are not received when due nor any undoubtful proof of payment is made to our satisfaction we reserve the right to immediately cancel or suspend your Sponsorship Rights. For the avoidance of doubt neither you or your Representatives shall be admitted to the Festival unless full payment of the Fee has been received by us or each of your staff willing to attend to the Festival, purchases an Attendee ticket at then in force pricing.

The Fee is exclusive of any applicable VAT.

Sponsorship rights

By accepting and acting in accordance to the terms you are entitled to the rights and benefits defined in the Sponsor Pack (the "Sponsorship Rights") and we undertake to create the conditions for the exercise of the Sponsorship Rights accordingly. The benefits and rights are not subject to changes in time unless agreed to between us both in writing.

The Sponsorship Rights are to be used by you and your Representatives only and we will not acknowledge or grant your Sponsorship Rights (or any part of them) to any other entity or person.

Sponsorship regulations

We shall have full power in the matter of interpretation, amendment, and enforcement of sponsorship rules and regulations. We reserve the right not to admit you or to withdraw you from the Festival if in our opinion you behave in a manner so as not to comply with the Sponsor Pack Agreement or any Laws.

We have the right to limit your Sponsorship Rights in the event (i) you fail to comply with the agreed number of representatives; (ii) you fail to perform on a timely manner your responsibilities at the Festival; (iii) you fail to comply with our or the Venue's guidance, rules or determinations and/or if you breach (or attempt to breach) any intellectual property or materials of us or third parties.

We shall not be liable for any loss or damage to your property nor for any personal injury to your Representatives except to the extent that any such claims may be directly and solely attributable to our gross negligence or willful misconduct or otherwise cannot be limited or excluded due to mandatory provisions of the law.

You shall indemnify us, our directors, management, staff, counsel, shareholders, related companies, partners and suppliers and any and all third parties against all claims, (including for the reimbursement of legal costs), arising out of your infringement of these terms, the infringement of any intellectual property

rights of a third party and/or the breach of any laws.

Communication and promotional materials

You grant us a royalty-free, limited right for us to use your trademarks, trade names, and logo designs and company descriptions, as prepared and delivered by you or based in materials produced by you and available in any medium (including at your webpage) for advertising, marketing and/or in connection with the promotion of the Festival and in accordance with the usage guidelines that you may provide to us in writing with reasonable advance notice.

You are allowed to divulge the Festival through appropriate marketing and promotional channels provided that you liaise with us in terms of consistency of communication materials and marketing materials. Prior to distributing of any promotional materials referring to or addressing the Festival You shall provide copies of the same to us for approval (not to be unreasonably withheld or delayed). You shall not distribute any Promotion Materials until you have received written approval from us.

We may – although not obliged to – collaborate with you on joint marketing or promotional projects relating to the Festival.

Refunds and costs

All sponsorship sales are final and fees are non-refundable.

You are responsible for all cost associated with the fulfillment of the sponsorship, including costs related to taxes, Sponsor Materials, Promotion Materials or any

logistic expenses associated to your presence at the Festival.

We shall not be liable to you for any failure or delay in performing our obligations under this Agreement as a result of an event or series of connected events outside of reasonable control and/or the reasonable control of our subcontractors and/or suppliers as applicable (including without limitation strikes or other industrial disputes, failure of a utility service or transport network, act of God, war, riot, civil commotion, terrorism, malicious damage, compliance with any law or governmental order, rule, regulation or direction accident, breakdown of plant or machinery fire flood or storm).

We reserve the right to alter the advertised content timing and/or location of the Festival at any time and without liability to You. We will endeavor to provide you with notice of any alterations as soon as is reasonably practicable.

We reserve the right to cancel the Festival at any time and will provide you with notice of the same as soon as reasonably practicable. In the event of Festival's cancellation you are entitled to either: (i) a credit for a future event held by us at your choice (up to the amounts paid by you for sponsoring the cancelled Festival); or (ii) refund you the moneys paid in consideration of sponsoring the Festival less the value of Sponsorship Rights granted. Any such refund shall be paid by us within 30 days of receipt of confirmation from you that you wish a refund.

END OF TERMS

Last Revised and in force as from February 19th, 2019