



# Online Event Sponsorship Terms and Conditions

## 1. These Terms

**What these terms cover:** These are the terms and conditions including Schedule A (the 'Terms') on which we accept you to participate as a Sponsor at the Event. Please read these terms carefully.

**Who we are:** We are GeoPlace LLP, a limited liability partnership registered in England and Wales with number OC359627 and whose registered office is at Explorer House, Adanac Park, Southampton, SO16 0AS (in these Terms we are referred to as **GeoPlace, we, our, us**).

In these Terms, **You** (or **Your**) refers to the legal entity specified as the Sponsor in the Sponsorship Booking Form and confirmed in the Order Confirmation, including your employees and agents.

You and we are each a Party to these Terms, and together, are the Parties.

## 2. Definitions

In these Terms the following definitions apply:

**Confidential Information** means any information that is marked or identified as confidential, or that would reasonably be considered to be confidential in nature, that relates to the business affairs of one Party and is acquired by the other Party in anticipation of or as a result of these Terms, excluding information which is in the public domain other than through a breach of confidentiality.

**Data Protection Legislation:** has the meaning set out in Schedule A.

**Delegate:** means an individual registered to attend the Event.

**Event** means the online conference organised by us and confirmed to you in the Order Confirmation.

**Event Marks** means the names, logos and any trade marks of GeoPlace and / or its Partners (as the case may be) used singularly or collectively in association with the Event or in the exercise of the other Sponsorship Rights.

**Event Platform** means the third-party software platform through which the Event will be delivered.

**Force Majeure Event** means any circumstance attributable to acts, events, omissions, or accidents which are beyond the reasonable control of a Party including any abnormally inclement weather, flood, lightning, storm, fire, explosion, earthquake, subsidence, structural damage, epidemic or other natural physical disaster, transport disruptions, failure or shortage of power supplies, war, military operations, riot, crowd disorder, strike, lock-outs or

other industrial action, terrorist action, civil commotion and any legislation, regulations, ruling or omission of any relevant government, court, competent national authority or governing body.

**Intellectual Property Rights** means patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**Order Confirmation** means the email confirmation sent to the email address set out in the Sponsorship Booking Form confirming to you that we accept your order.

**Partner** means a third party with whom GeoPlace is partnering to deliver the Event.

**Sponsor's Marks** means your name, logo and any trade marks you provide to us for use in connection with the Event, together with any accompanying art work, design, slogan, text and other collateral marketing material.

**Sponsorship Booking Form** means the form that you submit to us to place an order to get sponsorship rights for the Event.

**Sponsorship Fee** means the fee for your sponsorship package for the Event as indicated on our website and confirmed by us to you in the Order Confirmation.

**Sponsorship Manual** means the guidance that we provide you in connection with the Event and your Sponsorship Rights as confirmed to you by way of your Order Confirmation.

**Sponsorship Profile** means your virtual online presence at the Event, and the details you consent to being displayed on our website in connection with the Event, as confirmed in the Order Confirmation.

**Sponsorship Rights** means the bundle of sponsorship rights as detailed on our website and confirmed by us to you in the Order Confirmation.

### **3. How we will accept your order**

Our acceptance of your order will take place when we email you the Order Confirmation, at which point these Terms will be legally binding between you and us.

### **4. Sponsorship Fee and payment**

You will pay to us the Sponsorship Fee plus VAT to the bank account specified by us within 30 days of the delivery of the invoice, unless otherwise agreed in writing. All amounts payable are to be paid in sterling, free and clear of currency control, bank charges, fees, duties or other transactional costs, which you agree to be solely responsible for. If you do not make any payment to us by the due date, we may charge interest to you at the rate of 2% above the base lending rate of the Bank of England. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgement.

## **5. Sponsorship Rights**

We grant to you the Sponsorship Rights in accordance with these Terms. We shall use our reasonable endeavours to ensure the delivery of the Sponsorship Rights to you. All rights not expressly granted to you are reserved to us. You agree and acknowledge that we shall be entitled to enter into sponsorship arrangements with any other third parties in relation to the Event and accordingly, that your Sponsorship Rights are non-exclusive in relation to the Event.

You agree to exercise the Sponsorship Rights strictly in accordance with these Terms and to abide by all applicable laws relevant to the exercise of the Sponsorship Rights and the performance of your obligations under these Terms.

## **6. Sponsorship Profile**

You agree to provide to us, at your cost and expense, all suitable materials and within deadlines reasonably specified by us for your Sponsorship Profile and any artwork of your Marks, for it to be reproduced under our control in the fulfilment of the Sponsorship Rights.

## **7. Sponsorship Guidelines**

You agree to observe and abide by the Sponsorship Manual.

## **8. Intellectual Property Rights**

All Intellectual Property Rights in the Sponsor's Marks, including any goodwill associated with them, shall remain your property. You grant to us a non-exclusive, royalty free, sub-licensable right to use the Sponsor's Marks for the delivery of the Sponsorship Rights and in connection with the Event, including organising, marketing, promoting and running the Event.

All the Intellectual Property Rights in all the Event Marks, including any goodwill associated with them, shall remain the exclusive property of GeoPlace or the Partner (as applicable) and you shall not acquire any rights in the Event Marks. The benefit of all uses of the Event Marks, including all goodwill arising shall accrue to GeoPlace or the Partner as applicable. You agree only to use any Event Marks as may be provided by us to you only in accordance with our express instructions. agree only to use any Event Marks as may be provided by us to you only in accordance with our express instructions. agree only to use any Event Marks as may be provided by us to you only in accordance with our express instructions. agree only to use any Event Marks as may be provided by us to you only in accordance with our express instructions.

The Parties shall inform each other immediately if they become aware of any infringement of the other Party's Intellectual Property Rights, and they shall give the other party any reasonable help asked for to take action against anyone abusing these rights.

## **9. Data Protection**

Each Party will comply with the obligations in respect of Data Protection Legislation as set out in Schedule A.

## **10. Confidentiality**

The Parties shall not disclose any Confidential Information to any third party, other than to their respective employees, directors, contractors and professional advisors on a need to know basis, or as may be required by law (including the *Freedom of Information Act 2000*

and the *Environmental Information Regulations 2004*) or regulatory body; or is or has generally become available to the public without breach of these Terms; or was in the receiving Party's possession prior to disclosure to it by the other Party; or as may be agreed in writing between the Parties.

## **11. Anti-Bribery and Modern Slavery provisions**

The Parties each warrant and undertake (and the Supplier shall procure that its employees and sub-contractors shall undertake), that they have not committed and will not commit in connection with these Terms any offence under the Bribery Act 2010 or the Modern Slavery Act 2015, or any other law in force in any applicable jurisdiction creating offences in respect of bribery, corruption and fraudulent acts, slavery and human trafficking.

Any breach of this Clause 11 by you or any of your employees or sub-contractors (whether with or without your knowledge) shall entitle us, with no liability whatsoever to you, to terminate these Terms (to be clear, including your Sponsorship Rights and participation in the Event) with immediate effect by notice in writing, and to recover from you the amount of any loss resulting from such termination.

## **12. Warranties, indemnities and liabilities**

12.1 Each Party warrants and undertakes to the other that:

- a. it has full authority to enter into these Terms; and
- b. it has and will maintain all necessary powers and authority to enter into these Terms.

12.2 You accept and acknowledge that the Event Platform will be provided 'as is' by a third party. You accept and acknowledge that GeoPlace does not warrant nor accept any liability whatsoever regarding your use of the Event Platform in connection with these Terms, including but not limited to the operation, functionality and uninterrupted continuity of the Event Platform.

12.3 You shall indemnify us against all liabilities, claims, demands, actions, costs, damages or loss suffered by us arising out of any breach, non-performance or negligent performance by you of these Terms.

12.4 Nothing in these Terms shall exclude or restrict either Party's liability for:

- a. death or personal injury resulting from the negligence of that party, its contractors or its employees while acting in the course of their employment.
- b. breach of Data Protection Legislation.
- c. breach of the Bribery Act 2010 and Modern Slavery Act 2015.
- d. breach of Confidentiality obligations; or
- e. infringement of the other Party's or any third-party Intellectual Property Rights.

12.5 Subject to Clause 12.4 each Party's total liability for all claims made (whether in contract, tort (including negligence) or otherwise) under or in connection with these Terms will not at any time exceed the amount of the Sponsorship Fee paid and payable (whether invoiced or not) under these Terms.

12.6 Neither Party shall be liable to the other Party under any circumstances for any loss of profits, business, contracts, opportunity, goodwill, revenues or anticipated revenues, anticipated savings or other similar loss; wasted expenditure; or for any indirect, special or consequential loss or damage (whether for loss of profits or otherwise), whether caused by negligence, breach of contract, tort, breach of

statutory duty or otherwise (other than fraud), arising out of or in connection with these Terms.

- 12.7 You confirm that you have appropriate insurance in place for public liability and professional indemnity insurance, and that your public liability insurance has coverage for an amount of not less than £2 million in respect of any individual claim and you agree to provide us with copies of your insurance policy pursuant to this Clause 12.7 on request.

### **13. Event Cancellation**

- 13.1 Subject to Clause 14, if we postpone the Event for any reason we will offer you either the opportunity to attend a rescheduled Event or refund you the Sponsorship Fee. If we cancel the Event then we will refund the Sponsorship Fee. The Parties agree that GeoPlace will not be in breach of these Terms by virtue of that cancellation or postponement.
- 13.2 We reserve the rights to terminate these Terms and cancel your booking at any time by written notice if you materially breach these Terms of the Contract.
- 13.3 If we determine that your attendance at the Event or association with us may either damage our reputation or reasonably cause us to incur additional costs we will cancel your booking and we will refund the Sponsorship Fee to you (less any reasonable costs already incurred by us at the time of cancellation) but shall not otherwise be liable for any costs, charges, fees or any losses incurred by you or any third party as a result of our cancellation under this Clause 13.3.
- 13.4 No refund will apply if you cancel any Sponsorship Rights following the issuance of an Order Confirmation.

### **14. Force Majeure**

We shall not be liable to you under these Terms for any failure, hindrance or delay in performing any of our obligations if and to the extent that such failure is wholly or directly caused by a Force Majeure Event, and we shall not be in breach of these Terms.

### **14. Notices**

Any notice required to be given to a Party under these Terms shall be sent by email to the addresses set out below and shall be deemed as delivered to the recipient on the next working day, provided that no message has been received by the sender stating that the message was not delivered:

For GeoPlace: [gayle.gander@geoplace.co.uk](mailto:gayle.gander@geoplace.co.uk)

For You: the email address provided on the Sponsorship Booking Form.

### **15. General**

- 15.1 Neither Party may assign or transfer their rights and obligations under these Terms without the prior written consent of the other Party.
- 15.2 These Terms may only be varied by mutual written agreement of both Parties.
- 15.3 Nothing in these Terms is intended to, or shall be deemed to, establish any partnership or joint venture between the Parties, nor constitute them an agent of each

other, nor authorise any Party to make or enter into any commitments for or on behalf of any other Party.

- 15.4 Any failure or delay to exercise any right or remedy provided under these Terms or by law shall not constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of a right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- 15.5 A person who is not a Party to these Terms has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any of these Terms.
- 15.6 If any provision in these Terms is held to any extent to be invalid, illegal or unenforceable under English law, that provision, or part thereof, shall to that extent, be deemed not to form part of these Terms and the remainder of these Terms shall continue in force.
- 15.7 These Terms represent the entire agreement and understanding between the Parties concerning its subject matter and supersede and extinguish all previous agreements, representations, assurances and understandings, between them, whether written or oral.
- 15.8 These Terms shall be governed by and construed in accordance with English law, and both Parties submit to the exclusive jurisdiction of the English courts.

#### **Schedule A – Data Protection**

In this Schedule, the following terms have the following meanings:

**Agreed Purposes:** The performance of each Party of its obligations under this contract including:

- a) the sharing of Business Contact Details (as defined below) of each Party's contract managers for the purposes of contract management and administration.
- b) the sharing of Business Contact Details of the Sponsor's representative provided by the Sponsor for the organisation and running of the Event on the Event Platform, including for the sharing of such Business Contact Details with any third party Sponsors, Delegates, the Event Platform and any Partner;
- c) the sharing of Business Contact Details where you the Sponsor have provided this in the Sponsorship Profile for the purposes of display of such Business Contact Details on the GeoPlace website for the promotion of your sponsorship of the Event, unless you opt-out of Sharing your Business Contact Details on GeoPlace website by notifying GeoPlace via the email set out in Clause 14, in which case GeoPlace will take steps to remove your Business Contact Details as set out in the Sponsorship Profile from the GeoPlace website within a reasonable period of your notice. Your Business Contact Details where applicable, will be taken down from the GeoPlace website no later than 1 year following the Event; and
- d) the collection and sharing of names and job profiles of registered Delegates by GeoPlace with you, the Sponsor, for the purpose of maintaining and being aware of the list of Delegates for the Event ('the Delegate List'). Such Delegate List to be deleted no later than 2 years following the Event.

**Controller, Data Controller, Processor, Data Processor, Data Subject, Personal Data, Processing and appropriate technical and organisational measures:** as set out in the Data Protection Legislation in force at the time.

**Data Protection Legislation:** the UK Data Protection Legislation and any other European Union legislation relating to Personal Data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications).

**Permitted Recipients:** The Parties to these Terms, the employees of each Party and any third parties engaged by a Party to perform obligations to deliver the Event.

**Shared Personal Data:** The Personal Data to be shared between the Parties under these Terms. Shared Personal Data shall be confined to the following categories of information relevant to the following categories of data subject:

a) Business Contact Details: name, business contact number and business email address and business social media handles.

b) the names and job profiles of the Delegates collected by GeoPlace and shared with you the Sponsor.

Special categories of Personal Data will not be shared.

**UK Data Protection Legislation:** all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

1. **Shared Personal Data:** This Schedule A of the Terms sets out the framework for the sharing of Personal Data between the Parties as Data Controllers. Each Party acknowledges that one Party (the **Data Discloser**) will disclose to the other Party (the **Data Recipient**) Shared Personal Data collected by the Data Discloser for the Agreed Purposes.

2. **Effect of Non Compliance with UK Data Protection Legislation:** Each Party shall comply with all the obligations imposed on a Data Controller under the Data Protection Legislation and any material breach of the Data Protection Legislation by one Party shall, if not remedied within 30 days of written notice from the other Party, give grounds to the other Party to terminate these Terms with immediate effect.

3. **Particular obligations relating to data sharing:**

Each Party shall:

- a. ensure that it has all necessary notices and consents in place to enable lawful transfer of the Shared Personal Data to the Permitted Recipients for the Agreed Purposes.
- b. give full information to any data subject whose personal data may be processed under these Terms of the nature such processing. This includes giving notice that, on the termination of these Terms, personal data relating to them may be retained by or, as the case may be, transferred to one or more of the Permitted Recipients, their successors and assignees.
- c. process the Shared Personal Data in accordance with and only for the Agreed Purposes.

- d. only disclose or allow access to the Shared Personal Data to the Permitted Recipients unless otherwise permitted under the Agreed Purposes.
- e. ensure that all Permitted Recipients are subject to written contractual obligations concerning the Shared Personal Data (including obligations of confidentiality) which are no less onerous than those imposed by these Terms.
- f. ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the other party, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.
- g. not transfer any personal data received from the Data Discloser outside the UK (save that a transfer from the UK to the EEA, from the EEA to the UK and within the UK shall be permitted) , unless the transferor:
  - i. complies with the provisions of Articles 26 of the GDPR (in the event the third party is a joint controller); and
  - ii. ensures that (i) the transfer is to a country approved by the European Commission as providing adequate protection pursuant to Article 45 of the GDPR; or (ii) there are appropriate safeguards in place pursuant to Article 46 GDPR; or (iii) Binding corporate rules are in place or (iv) one of the derogations for specific situations in 60, Article 49 GDPR applies to the transfer.

#### **4. Mutual assistance:**

Each party shall assist the other in complying with all applicable requirements of the UK Data Protection Legislation. In particular, each party shall:

- a. consult with the other party about any notices given to data subjects in relation to the Shared Personal Data.
- b. promptly inform the other party about the receipt of any data subject access request.
- c. provide the other party with reasonable assistance in complying with any data subject access request.
- d. not disclose or release any Shared Personal Data in response to a data subject access request without first consulting the other party wherever possible.
- e. assist the other Party, at the cost of the other Party, in responding to any request from a data subject and in ensuring compliance with its obligations under the UK Data Protection Legislation with respect to security, personal data breach notifications, data protection impact assessments and consultations with supervisory authorities or regulators;
- f. notify the other party without undue delay on becoming aware of any breach of the UK Data Protection Legislation.
- g. at the written direction of the Data Discloser, delete or return Shared Personal Data and copies thereof to the Data Discloser on termination of these Terms unless required by law to store the personal data.
- h. use compatible technology for the processing of Shared Personal Data to ensure that there is no lack of accuracy resulting from personal data transfers.
- i. maintain complete and accurate records and information to demonstrate its compliance with this Clause 4 of Schedule A; and
- j. provide the other Party with contact details of at least one employee as point of contact and responsible manager for all issues arising out of the UK Data Protection Legislation, including the joint training of relevant staff, the procedures to be followed in the event of a data security breach, and the regular review of the Parties' compliance with the UK Data Protection Legislation.