

HOSTED BUYER TERMS AND CONDITIONS

1. INTRODUCTION

1.1 Please read these Terms and Conditions carefully and make sure that you understand them before you submit an Application Form (as defined below). **Your attention is drawn in particular to Clause 4.1 (Cancellation by you) and Clause 5 (Liability)**. We recommend that you print a copy of these Terms and Conditions for future reference.

1.2 These Terms and Conditions, together with any terms and conditions stated on the Application Form (together, the "**Programme Terms and Conditions**") govern the agreement between Media 10 Ltd, with its registered office at Crown House, 151 High Road, Loughton, IG10 4LF ("**we**", "**us**" and/or "**our**") and the hosted buyer named on the Application Form ("**you**" and/or "**your**") (together, the "**Parties**") in connection with your application to the programme of, and attendance at, the event specified in the Application Form (the "**Event**").

1.3 In the event of any inconsistency, conflict or ambiguity between the Terms and Conditions and any terms and conditions stated on the Application Form, the provisions of these Terms and Conditions shall apply.

1.4 Any queries regarding the Event or the Ticket Terms and Conditions, including any special access requirements, should be sent to hostedbuyer@100percentoptical.com prior to you submitting an Application Form.

2. REGISTRATION AND CONFIRMATION

2.1 To register to the Programme of the Event, you must submit the relevant Application Form via our website in accordance with the instructions set out therein ("**Application Form**"). You are responsible for the accuracy of your Application Form, including in particular in respect of your contact details and your business history (which we will use to contact you from time to time and in accordance with these Terms and Conditions).

2.2 Submitting an Application Form constitutes an offer by you to attend the Event in accordance with the Ticket Terms and Conditions as a hosted buyer, and a request from you to receive the services set out in the Application Form from us. The Ticket Terms and Conditions apply to your attendance at the Event and the receipt of all services you receive from us as a hosted buyer for the Event.

2.3 We will confirm receipt of your Application Form, however your offer shall not be deemed accepted by us until you have received a registration confirmation from us. The Terms and Conditions will be binding on both Parties from that point. We reserve the right to reject any Application Form at our sole discretion.

3. ATTENDANCE AT THE EVENT

Compliance with instructions and regulations

3.1 Whilst attending the Event you will comply with:

3.1.1 all applicable law, including (but not limited to) all health and safety legislation and requirements;

3.1.2 all instructions given by us or on our behalf, including (but not limited to) in relation to any security arrangements; and

3.1.3 the terms and conditions of the Event venue (a copy of which shall be made available to you at or prior to the Event).

Safety and security

3.2 You are responsible for ensuring your own safety and security whilst attending the Event. Save as set out at Clause 5.1, we shall not be liable for any loss or damage suffered by you.

Filming and photography

3.3 We may, at our discretion, choose to photograph, film, broadcast or record the Event. You grant us an irrevocable licence to use and sub-license the use of your name, voice, likeness, image and any contribution made by you at or to the Event in any and all media (whether now known or hereinafter invented) throughout the world and in perpetuity.

3.4 Should you photograph, film, or record the Event we reserve the right to apply to any broadcaster of such content to take any such content down from their broadcasting media if such content is displayed in a defamatory manner.

3.5 We reserve the right to refuse you entry to the Event, or subsequently remove you from the Event, where you fail to comply with the Terms and Conditions.

Our Obligations

3.6 We will provide you the services listed in Schedule A as part of your Event package, provided that you attend six 25 minute pre-scheduled appointments with different exhibitors at the Event per day of attendance at the Event.

Your Obligations

3.7 You are responsible for:

3.7.1 all of your expenses if travelling by car and all meals not expressly included in the Application Form;

3.7.2 all personal expenses such as mini bar, drinks, refreshments, consumables spa treatments, telephone use not expressly included in the Application Form;

3.7.3 any upgrades to accommodation and/or travel arrangements you wish to place;

3.7.4 any increase in fares resulting from changes in the flights/rail travel from those provided by us, or our agents;

3.7.5 ensuring that you have a valid passport and have obtained any visa or travel permits that you may require in order to attend the Event;

3.7.6 obtaining adequate travel insurance coverage for your travel (including baggage and medical insurance) and to take out adequate cancellation insurance to cover cancellation of the Event for any reason;

3.7.7 vacating the relevant hotel room and the Event as specified by the hotel or by us and shall be responsible for any extra charges if you fail to do so;

3.7.8 booking and attending pre-scheduled appointments and other events; and

4. AMENDMENTS, CANCELLATION AND POSTPONEMENT

Cancellation by you

4.1 You may cancel your participation with the Event and the hosted buyer programme at any point prior to 4 January 2016 at no charge. After 4 January 2016, as expressly set out at Clause 4.3 and 4.4, any cancellation will be liable to cancellation fees as set out in Schedule B by us.

Change in delegate

4.2 In the event that you are subsequently unable to attend the Event, you may transfer your booking to a colleague from the same organisation provided that such substitute attendee of comparable authority, and such substitute is subject to agreement by, in our sole discretion. You will be liable to pay any charges and/or fees incurred by us, which arise due to the change of attendee. All such amendments must be notified to us at least 5 working days prior to the date of the Event at hostedbuyer@100percentoptical.com

Amendments to the Event

4.3 We may, at our sole discretion and without liability to you, make changes to the Event timings, schedule and/or location (provided that any change in location shall be within a reasonable distance of the location previously advertised). Any change in the Event date(s) shall be subject to Clause 4.4 or 4.5, as applicable.

Cancellation or postponement of the Event for reasons outside our control

4.4 In the event that it is necessary to cancel or postpone the Event as a result of any reason outside of our control (as decided by us in our sole discretion):

4.4.1 we will endeavour to arrange a replacement Event and, in such circumstances, your booking and the Terms and Conditions shall apply to such replacement Event; or

4.4.2 in the event that a replacement Event is:

(a) not confirmed within 90 days of the date of cancellation;

(b) scheduled to take place on a date which is not convenient to you; or

(c) scheduled to take place in a location which is not within a reasonable distance of the location of the cancelled or postponed Event,

we will refund you the amount of the Fee. You acknowledge that such refund shall constitute your sole remedy, and our only liability to you, in such circumstances.

Cancellation or postponement for any other reason

4.5 In the event that it is necessary to cancel or postpone the Event as a result of a reason not covered by Clause 4.4, we will refund you the amount of the Fee. You acknowledge that such refund shall constitute your sole remedy, and our only liability to you, in such circumstances.

5. LIABILITY

5.1 Under no circumstances shall we be liable to you for any indirect or consequential costs or losses suffered by you, whether in contract, tort or otherwise. Indirect costs and losses shall include (but not be limited to) any loss of anticipated profits, savings, business or opportunity and loss of publicity.

5.2 The views expressed by any speakers at the Event are their own. We shall not be liable for the views, acts or omissions or any such speaker or any other attendee at the Event. Any information given or distributed as part of the Event shall not constitute advice and should not be relied upon.

5.3 You shall indemnify us and keep us indemnified from and against all claims, damage, losses, costs (including, without limitation, all reasonable legal costs), expenses, demands or liabilities arising out of or in connection with any breach by you of the Ticket Terms and Conditions.

5.4 You and the organisation specified on the Application Form (if any) shall be jointly and severally liable for performance of your obligations in accordance with the Ticket Terms and Conditions, and you hereby warrant and represent that you have all necessary authority, consents and approvals to bind such organisation (if any) to the extent set out in this Clause 5.6.

6. USE OF INFORMATION

6.1 We may share the information provided by you to us, including via your Application Form, with our employees, officers, representatives and/or sub-contractors in connection with the administration of the Event and to ensure your notified requirements (if any) are met. All such information shall be retained by us for marketing purposes for use by us and our affiliate organisations, who may contact you from time to time regarding publications, other events and/or services which either us or our affiliates provide. If you would like to revoke your consent to us using your information in this way, please email hostedbuyer@100percentoptical.com.

6.2 In addition, but subject to Clause 6.3:

6.2.1 your name and organisation will be included on a delegate list, which will be available to all attendees at the Event; and

6.2.2 your information may be passed to selected third parties (including Event partners, sponsors and suppliers) who may contact you from time to time with details of other events and services which they believe may be of interest to you.

6.3 You must notify us at least 48 hours prior to the Event if you do not consent to the use of your information in accordance with Clause 6.2. All such notices should be sent to hostedbuyer@100percentoptical.com.

7. MISCELLANEOUS

Entire agreement

7.1 The Terms and Conditions constitute the entire agreement between the Parties and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between the Parties, whether written or oral, relating to its subject matter.

7.2 Both Parties agree that they shall not have any remedy in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Terms and Conditions, and further that they shall have no claim for innocent or negligent misrepresentation based on any statement in the Terms and Conditions.

Assignment

7.3 We may transfer our rights and obligations under the Terms and Conditions to another organisation, provided that this will not affect your rights or our obligations to you. Save as set out at Clause 4.2, you may not transfer, assign, sub-licence, sub-contract, divest or otherwise deal with your rights or obligations under the Terms and Conditions without our prior written consent.

Third party rights

7.4 Save as set out in Clause 7.5, the Terms and Conditions are personal to the Parties, and no third party shall have any rights, including under the Contracts (Rights of Third Parties) Act 1999, to enforce the same.

7.5 Your obligations under the Terms and Conditions (including any representations, warranties and undertakings) are given for the benefit of all Media 10 Affiliates. It is intended that all Media 10 Affiliates may enforce the benefits conferred on it under the Terms and Conditions in accordance with the terms of the Contracts (Rights of Third Parties) Act 1999.

7.6 The rights of the Parties to terminate, rescind or agree any variation, waiver or settlement under the Terms and Conditions are not subject to the consent of any other person.

Waiver

7.7 No failure or delay by us in exercising any right or remedy provided under this the Ticket Terms and Conditions or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict our further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict our further exercise of that or any other right or remedy.

Severance

7.8 If any provision or part-provision of the Terms and Conditions is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this Clause 7.8 shall not affect the validity and enforceability of the rest of the Terms and Conditions.

Rights and remedies

7.9 The rights and remedies provided under the Terms and Conditions are in addition to, and not exclusive of, any rights or remedies provided by law.

8. APPLICABLE LAW AND JURISDICTION

8.1 These Terms and Conditions, their subject matter and their formation, are governed by English law.

8.2 The courts of England and Wales shall have exclusive jurisdiction to settle any disputes arising in connection with these Terms and Conditions (including any non-contractual terms). However, if you are a consumer and are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.

(A) We will provide:

If you are travelling to London from outside the M25 motorway, return economy flights or standard rail travel to London. Return travel will be booked to the same airport/station. These arrangements are non-transferable and non-refundable. You accept that the flights/rail travel are booked in the name of the *attendee name on the Application Form* and the contract arising therefore will be between the *attendee name on the Application Form* and the relevant transport provider and we will not be a party to it. You will procure that the *attendee name on the Application Form* will read and comply with the terms and conditions available on the relevant transport provider's website. The travel times will be booked to ensure maximum time at the Event. Any travel changes requested by you are subject to availability. Any additional costs for travel changes will be your responsibility;

If you are travelling to London from outside the UK, standard hotel accommodation (room and breakfast charges only) in London for relevant nights;

All meals and refreshments listed in the Application form; and

Access to the portal enabling you to book pre-scheduled appointments with exhibitors

(B) Cancellation by you

If only travel or only accommodation has been booked by you or for you, the cancellation charge will match the cost of the travel ticket or cost of accommodation if less than the appropriate cancellation fee (see cancellation fees below).

If cancellation is notified to us by you after 4 January 2016 (the final cancellation date), you will be liable to pay a cancellation fee as set out below:

Cancellation Fees:

Where flights and accommodation has been provided by us the fee will be £450

Where trains and accommodation has been provided by us the fee will be £350

Where only travel has been provided by us the fee will be £200

Where travel and accommodation has **not** been provided by us there will be no cancellation fees.