



## **Terms & Conditions (November 2019)**

This document identifies terms and conditions (T&Cs) which you & BIM agree to in connection with The World Superyacht Awards (the “Event”) taking place in London on 15<sup>th</sup> and 16<sup>th</sup> May, 2020. The Event is run by BOAT International Media Limited, a company incorporated and registered in England and Wales with company number 02650007 having its registered office at First Floor, 41 – 47 Hartfield Road, Wimbledon, London SW19 3RQ and all other companies in the group (“we”/“us”/“our”/“BIM”). These T&Cs along with the Event and booking details and requirements, as displayed online at <https://www.boatinternational.com/luxury-yacht-events/world-superyacht-awards> (WSA Website) collectively constitute the entire agreement (Agreement) between BIM and those booking or otherwise receiving tickets or being permitted to attend the Event whether or not a formal ticket is issued (Ticket). In submitting a request for and/or accepting a Ticket and/or severally by attending the Event Your Party jointly and severally (i) undertake and agree to observe and be bound by and comply with this Agreement and all notices and regulations issued by BIM and displayed on the WSA Website, venue or elsewhere, and (ii) also agree that they have not relied on, and shall have no remedy or claim in respect of, any statement, representation, warranty, understanding, promise or assurance (whether negligently or innocently made) of any person other than as expressly set out in these T&Cs. Your Parties participation in the Event and related activities is accepted strictly on that basis by BIM. You undertake to ensure that all persons in Your Party have read the Agreement carefully and agree to it before accepting BIMs invitation to attend the Event.

As used in the Agreement, “Your Party” means you and all persons on whose behalf or in connection with whom you book or arrange or accept tickets for the Event and all persons who you may wish to attend (including by transfer of any ticket by you or anyone connected with you).

**Please make sure you have read the Agreement carefully before agreeing to attend the Event.**

### **1. Bookings**

- 1.1. Participation is for persons who have been provided with a Ticket, including invited guests, only; all attendees must be 18 years or older.
- 1.2. Requests for tickets must be made by (i) fully completing and submitting the form on the WSA Website with all accurate information for Your Party, and (ii) paying at the same time the full appropriate fee stated for the category of Ticket requested (Fee). All Fees must be paid in British pounds sterling, unless otherwise stated, following the directions on the WSA Website. Payment may be made by credit card or debit card via the website, or bank transfer and you agree to the credit card supplied being charged the total amount of the table / ticket (superior rate of £16,500 plus VAT, premium rate of £13,500 plus VAT, standard rate of £11,950 plus VAT or single ticket rate of £1,750 plus VAT).
- 1.3. When paying by bank transfer, all bank fees, money transfer and other deductions/costs must be prepaid. Please indicate your booking Reference and your surname as a reference on all bank transfers and communications. No Fees will be returned.
- 1.4. Acceptance of any booking is subject to availability and in BIMs sole discretion. Once we receive all of the requested information and full payment of Fees, we will send you a separate written notification specifically confirming whether Your Party’s booking has been accepted or declined. If your booking is declined, the fee you have paid will be refunded to you.
- 1.5. BIM reserves the right in its absolute discretion at any time without giving any reason (i) not to accept or to decline (in whole or part) any booking requests that we receive, including where incomplete/insufficient or inaccurate information has been provided and/or the correct Fee has not been received with the booking request, and/or

- otherwise in accordance with the terms of this Agreement, and/or (ii) to cancel any one or more tickets (in which case a refund will be provided).
- 1.6. All Tickets remain the property of BIM and are not transferable save to those people for whom Tickets were purchased as part of Your Party; those people are subject to the terms of this Agreement, which will apply as if he/she had originally booked the Ticket.
  - 1.7. Certain tickets have restrictions as stated. Your Party jointly and severally acknowledge and agree to abide by those restrictions and also agree that any breach or inaccuracy in the booking information will render Your Party's ticket/s automatically void and any further participation is at BIMs sole discretion.
  - 1.8. By submitting a request for Ticket/s Your Party jointly and severally agree and warrant that (i) you (booker) have full rights and authority to provide all information, data, and materials requested or provided and do so without breaching any duty or obligation owed to any third party (ii) you have been duly authorized by all persons on whose behalf you book Tickets to make the booking, and that they have all been made aware of and have agreed to the terms and conditions of this Agreement, and (iii) BIM's use, distribution, copying or publication of information, data, documents, photographs, video, audio, voice, images and materials (in whole or in part) connected with the Event is consented to and shall not infringe or contravene any rights (including but not limited to data, GDPR, privacy, confidentiality and IP rights) of Your party or any third party.
  - 1.9. A Ticket may not be offered as a prize in a promotion or competition or transferred, lent or sold to any third party for profit or personal gain, as part of a hospitality or travel package or used for any other commercial purpose without the written consent of BIM. Tickets purchased from unauthorised sources, including from Internet touts or via Internet auction sites will be void and will not permit entry to the Event.

## **2. Cancellation**

- 2.1. Please notify us in writing ASAP to our email [events@boatinternationalmedia.com](mailto:events@boatinternationalmedia.com) if you or any member of Your Party are subsequently unable to attend. You will receive written confirmation of your cancellation.
- 2.2. If you cancel your table or ticket within 30 days of the Event, you will not receive any refund. If you cancel more than 30 days and up to 60 days before the date of the Event, we will refund 25% of the fee paid. If you cancel more than 60 days and up to 90 days before the date of the Event, we will refund 50% of the fee paid. If you cancel more than 90 days before the date of the Event, we will refund 90% of the fee paid.
- 2.3. If you cancel any place after that time (para 2.2) you will receive no refund.
- 2.4. Cancellation charges cover the costs of catering, personalised programme packs and tickets booked in advance as well as the costs of administering your cancellation.
- 2.5. No Booking can be transferred from the original invitee and Booking without BIMs prior written authorization, which is in BIMs absolute discretion. If you or any member of Your Party wish to transfer one or more Ticket/s to any third party/s you must notify us as soon as possible and in any event at least 14 days prior to the Event by emailing [events@boatinternationalmedia.com](mailto:events@boatinternationalmedia.com) setting out the name, address, contact details, position and company of the person/s intending to take your place. Failure to do so may result in the other party being refused participation and BIM allocating that place/s to other parties at its discretion. BIM reserves the right in its absolute discretion (i) not to accept (in whole or part) any request for transfer of any ticket/booking (in whole or part) that we receive, including where incomplete/insufficient information has been provided by the deadline, and/or otherwise where any aspect would not be in accordance with the terms of this Agreement and (ii) to cancel tickets, at any time without giving any reason.

## **3. Event**

- 3.1. Only persons with registered Tickets and BIM representatives will be permitted access to the Event and associated social events and activities, and then only to the extent permitted by the Ticket issued to that person. You will be sent a ticket which must be shown upon request. A person who is not a party to these terms shall not have any rights under or in connection with the Event.
- 3.2. BIM reserves the right for its representatives and agents to search all people and personal property upon entry to and while at the Event. Items which may pose a security or safety risk, illegal substances, drugs, 'legal highs', laser equipment, animals, banners or flags, drones and any items which in the absolute discretion of BIM are considered to be a risk to the safety of the audience and/or affect the enjoyment of participants and/or the running of the Event are prohibited.
- 3.3. BIM reserves the right to refuse admission to the Event or eject any person from the Event and locations in the vicinity, in the absolute discretion of BIM, including but not limited to if you may be a risk to the safety of participants and/or affect the enjoyment of participants and/or the running of the Event, if you refuse to be searched, appear to be under

the influence of drink and/or drugs and/or are acting aggressively or in possession of any prohibited item, or undertaking any prohibited act, or are in BIMs absolute discretion considered to be connected to a competitor or not to have BIMs best interests at heart, or fail to comply with any lawful instruction issued by or on behalf of BIM.

- 3.4. Any breach of this Agreement will render Ticket/s automatically void and all rights conferred or evidenced by such Ticket shall be withdrawn without any refund. For the avoidance of doubt: (i) this will include refusal of entry to the Event or ejection from the Event and all locations in close proximity, as applicable, and (ii) if there is any reason to believe that you or anyone in Your Party or connected with you has breached or failed to comply with any term of this Agreement, BIM may at any time, at its sole discretion, exclude or eject that person from participating in the Event and related activities and venues, and you hereby authorize BIM to remove them from the Event premises and adjoining locations, as applicable.
- 3.5. Admission to the Event and locations is at your own risk. To the maximum extent permitted by law, BIM hereby excludes any liability for loss, injury or damage to persons or property in or around the Event during, before or after the Event.
- 3.6. No one in Your Party may offer or distribute (either free or for sale) at or in the vicinity of the Event venue any consumer article or commercial product or services of any nature or purchase any such item from any vendor not authorised by BIM.

#### **4. Variations**

- 4.1. We reserve the right to change the programme, dates and/or venue at any time, without prior notice. If any changes are made in connection with the Event, or it is cancelled, BIM shall not be liable for any costs or expenses wasted or incurred by you including, but not limited to, accommodation or transport costs, or any direct or indirect losses or damage of whatever kind.
- 4.2. You and Your Party jointly and severally acknowledge and agree that all decisions regarding the Event made by BIM are final and not open to review or appeal. BIM are not obliged to enter any correspondence regarding any decision.

#### **5. Exclusions and Limitations on Liability**

- 5.1. Nothing in these terms and conditions shall limit or exclude any liabilities that cannot be limited or excluded by law, including:
  - 5.1.1. for death or personal injury resulting from gross negligence; or
  - 5.1.2. for any damage or liability incurred by you as a result of fraud or fraudulent misrepresentation by usAll warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Agreement and in connection with your participation in the Event.
- 5.2. To the fullest extent permitted by law (whether in contract, tort (including negligence), breach of statutory duty, restitution or otherwise), we, our employees and companies in our group shall not be liable for and you and Your Party will not make any claim or action for:
  - 5.2.1. any loss, damage or costs (including legal costs) suffered or incurred;
  - 5.2.2. indirect or consequential loss (which terms include, without limitation, pure economic loss, loss of profits, loss of business, loss of bargain, depletion of goodwill and like loss) howsoever caused; or
  - 5.2.3. any inconvenience or loss caused to any party as a result of cancellation or termination under these terms; or
  - 5.2.4. other amounts in any way related to or connected with the Event or participation or planned participation in the Event, including alterations variations and cancellations, management and running of the Event, publications and promotion relating to the Event, other matters related to the Event, or any act, error or omission on the part of BIM or any agent, servant, sponsor or supplier.
- 5.3. You and Your Party jointly and severally acknowledge and agree that the maximum aggregate liability BIM may have in connection with the Event and any act or omissions connected with the Agreement or the subject matter of the Agreement, or otherwise in relation to the Event or your intended participation, and all damages, claims, losses, costs (direct, indirect and consequential) shall be limited to the total price paid by you for your Ticket.
- 5.4. You and Your Party jointly and severally acknowledge and agree that we, our employees, servants and agents shall have no liability to you or anyone in Your Party or any other entity:
  - 541 in respect of any breach, default, damage or loss which you may incur suffer or sustain as a result of any act or omission by any third-party supplier in respect of any goods and / or services provided or due to be provided to you in connection with the Event (including, without limitation, providers of accommodation and transport).
  - 542 if we are prevented from, or delayed in performing, our obligations under the terms of this Agreement or from carrying on the Event including changing or obtaining access to venues by acts, events, activities, omissions, accidents beyond our reasonable control, including (without limitation) strikes, lock-outs or other

industrial disputes (whether involving our workforce or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm, hurricane (suspected or threatened) act of terrorism or default of suppliers or subcontractors. We shall endeavor to reschedule the Event if possible.

- 5.5. You and Your party agree jointly and severally to indemnify fully and keep BIM fully indemnified to the fullest extent against all liabilities, claims, actions, losses, costs (direct and indirect), damages, fees (including legal fees) and other matters.

## 6. Privacy

- 6.1. Save for the exceptions authorized or permitted by BIM in its absolute discretion, any equipment capable of recording (whether temporarily or permanently) or transmitting any text, audio, visual, or audio-visual data or material is prohibited. Mobile telephones are permitted within the venues but the use of mobile telephones for such activities is prohibited save for personal private non-commercial use. Photographic equipment is permitted provided that it is for personal, private, non-commercial use only. You agree that any commercial use of same is a breach of this Agreement and of other parties privacy and that you will immediately cease all use and pay BIM the sum of £1million in damages for each and every time the item is published and/or broadcast (in whatever medium). You may also be liable to other individuals for damages for such breach.
- 6.2. You and Your Party's personal information is important to us. We will not pass such information to any third parties, other than those that need this information in the course of providing the services you have booked, or as otherwise agreed under this Agreement. For the purposes of the General Data Protection Regulation 2016/679 we are the data controller. The personal information requested is required to comply with fulfilling our contract with you and Your Party. In order to process your booking and to ensure that your arrangements run smoothly and meet your requirements we need to collect certain personal details from you and Your Party. These will include, where applicable, the names and addresses of party members, credit/debit card or other payment details and special requirements such as those relating to any disability or medical condition which may affect the chosen arrangements and any dietary restrictions which may disclose your religious beliefs. If we need any other personal details, we will inform you. The collection of this information is mandatory to ensure that we can fulfil our responsibilities to you. If you object to the processing of this data, we cannot complete your booking. We may provide your personal information to public authorities as required by law or statutory obligations.-We have appropriate security measures in place to protect the personal details you give us. Where your arrangements take place outside of the European Economic Area (EEA), controls on data protection may be different to that of the UK, however we will take appropriate safeguards to require that your personal information will remain protected in accordance with our Privacy Policy. Where you provide us with personal details relating to any special requirements, you consent to this information being passed onto any organisation or companies responsible for any part of your booked services whether in the EEA or not. If we cannot pass this information to the relevant suppliers, we cannot provide your services.
- 6.3. You and Your Party agree that personal information (excluding credit card and bank account details) provided to BIM in connection with their request may be held, stored and used by BIM or its agents and suppliers to administer, manage, conduct, advertise and promote the Event and BIM (including but not limited to communications with you, media, marketing and promotional communications and materials, information shared with sponsors and parties connected with the Event (including those supplying services to or connected with Event), as well as in accordance with its Privacy Policy found at <https://www.boatinternational.com/privacy-policy>. By obtaining one or more Tickets, you and Your Party agree that your name, job title and company details may be listed on a participant list on the Event website. Should you wish to be excluded from this list, you must notify BIM via email to [events@boatinternationalmedia.com](mailto:events@boatinternationalmedia.com)
- 6.4. As the data subject, you have the right to request (by letter or email) confirmation on what personal information is being held or processed, for what purpose, and who these details may or will be disclosed to. In limited circumstances we are entitled to refuse your request including if this is found to be manifestly unfounded or excessive, or repetitive in nature, or contrary to the efficient and effective running and promotion of the Event.
- 6.5. If you have given us permission to do so, we will use your and Your Party's personal details in order to notify you of other offers and promotions which might be of interest to you. If you or Your Party change their mind at any time, they can unsubscribe from our emails by clicking on the 'unsubscribe' link at the bottom of every email, or by contacting us directly at [unsubscribe@boatinternationalmedia.com](mailto:unsubscribe@boatinternationalmedia.com)

## **7. Media Rights**

- 7.1. You and Your Party acknowledge and confirm that BIM own all intellectual property and other rights relating to or connected with the Event, the WSA Website and the subject matter of this Agreement.
- 7.2. You and Your Party grant BIM and the Sponsors the unrestricted irrevocable and free of charge right and permission to use, distribute, broadcast, publish and edit as BIM sees fit any actual or simulated photographs, video, likeness, audio, voice and text (including interviews) from the Event and activities relating to or connected with the Event in which Your Party may be captured. Photographs, audio, voice, text and video may be published, broadcast or distributed in any media whatsoever (including but not limited to BIM and industry magazines, Press, TV, advertisements, promotions, social media or online) for any period throughout the world. If you or any member of Your Party do not wish to be photographed or recorded, Your Party must prior advise us at least 14 days prior to the Event by contacting us at [events@boatinternationalmedia.com](mailto:events@boatinternationalmedia.com).
- 7.3. A yacht owners' name and any biographical material of themselves shall not be published, nor shall a yacht owners' name be associated with their vessel without obtaining permission from said owner. If permission is not granted, the yacht owner shall be referred to as "the owner of 'Yacht Name'."

## **8. Governing Law and Jurisdiction**

- 8.1. This Agreement, T&Cs, and any dispute or claim arising out of or in connection with the terms or the subject matter of the Agreement, shall be governed by and construed in accordance with the laws of England.
- 8.2. In the event of any dispute relating to the Agreement or the Event, the parties will meet and attempt in good faith to resolve the dispute within 7 days of the dispute arising, at BIMs office or such other location as reasonably agreed. If a complaint is not resolved after 10 working days following the meeting being held or 17 days of the cause of the dispute arising (whichever is later), then upon notice from either Party to the other Party the dispute may be referred to the English courts.
- 8.3. The parties irrevocably agree that any disputes arising in relation to the interpretation of or arising out of or in connection with the terms or the subject matter of the Agreement or in relation to any agreement of which the terms of this Agreement form part or in connection with the Event shall be subject to the exclusive jurisdiction of the English Courts.

## **9. Severance**

- 9.1. If any provision of the Agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the terms, and the validity and enforceability of the other provisions of the terms shall not be affected.
- 9.2. If a provision of the terms of the Agreement (or part of any provision) is found illegal, invalid or unenforceable, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

## **10. Entire Agreement**

- 10.1. The terms of the Agreement constitute the whole agreement between the parties and supersede all previous agreements between the parties relating to its subject matter and supersede all other agreements and representations.
- 10.2. Your Party agrees to in all respects act in good faith towards BIM.
- 10.3. Each party acknowledges that, in entering into the Agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) (other than for breach of contract).