

Exhibitor and sponsor Terms and Conditions (2019 – 2020)

Purpose

The purpose of this Terms and Conditions document is to specify the conditions under which a company makes a booking to exhibit, sponsor or attend a trade show and, in doing so, access products and services offered by Ukie.

1. Definitions

'Organisers', means The Association of United Kingdom Interactive Entertainment ('Ukie').

'Sponsor' and 'Exhibitor', or similar terms with the same meaning, includes any person, firm or company, corporation, institution, association or committee who books space or sponsorship packages from Ukie.

'Venue' refers to the location where the event is being held.

2. Applications and availability

Applications for Sponsorship or Exhibition space at Ukie led events must be made on an official booking form for the particular event. All products and services offered by Ukie, including Exhibition space and Sponsorship, are allocated on a strictly 'first-come, first-served' basis with the caveat that Ukie may refuse a booking should any fees from a previous booking be outstanding.

3. Payments

An invoice will be issued on receipt of the booking form and payment should be made in accordance with the terms thereon (30 days). If the event is within 3 weeks of the booking being made, full payment will be required with the booking with immediate effect. All payments must be made prior to the commencement of the event unless otherwise agreed with Ukie.

Any company whose funds are not received and cleared in full by Ukie prior to the event will be refused access to the booked space. In such circumstances Ukie reserves the right to retain funds equal to the cost of booking the space or sponsorship.

4. DiT TAP Grants

DiT grants are offered by Ukie on a first come first served basis and in accordance with DiT's own terms and conditions. To see full terms and conditions for the TAP grants, please refer to the "TAP - Exhibitors Agreement 2018-2019 (10-08-18)"

5. Cancellations

Exhibitors wishing to cancel a booking must do so in writing to Ukie. Receipt of such will be confirmed in writing by return. Ukie incurs considerable costs prior to the event including marketing, promotion and administration expenses, so the following charges for cancellations will apply: a) 25% of total cost if cancelled up to 16 weeks prior to the event; b) 60% of total cost if cancelled between 16 and 8 weeks prior to the event; c) The full cost of the booking is payable for cancellations within 8 weeks of the event.

6. Bankruptcy

In the event of an Exhibitor or Sponsor becoming bankrupt, or going into liquidation, or having an

administrator or receiver appointed, or entering into a voluntary arrangement, the contract with him may be terminated at the option of Ukie and the full contract price will be due and payable with immediate effect.

7. Sub-Letting or Shared Stands

An exhibitor may only share a stand / package with another company with the prior written consent of Ukie.

8. Amendment of Site Plan

Every endeavour is made to preserve the published layout of the conference area and exhibitions. Should it be necessary to revise the layout for any purpose, the Organiser reserves the right to transfer an Exhibitor to an alternative suitable site.

9. Liabilities

While the Organisers shall endeavour to protect property at events, it must be understood that the management of the Venue, the Organisers and any Official Contractor cannot accept liability for loss or damage sustained, occasioned by any cause whatsoever. Exhibitors and Sponsors agree to indemnify and hold Ukie harmless against any and all loss, liability, damage, costs, expense, claims, proceedings and actions arising out of any negligent act or omission of Exhibitor or Exhibitor's Employees.

10. Insurance

Exhibitors and sponsors are responsible for arranging appropriate insurance cover in connection with their attendance at the event, including prevention, postponement or abandonment. Ukie cannot be held liable for any loss, liability or damage to personal property.

11. Fire & Safety

Exhibitors and Sponsors must comply with any reasonable instructions given by any authority regarding fire precautions and safety. All decorations, displays and exhibits, together with incidental fittings, must conform fully to the regulations and requirements of local authorities, and must be non-flammable or treated for fire prevention by an approved method.

12. Alterations & Disclaimer

Ukie reserves the right to make alterations to the programme, venue and timings at any time. In the unlikely event of the event being cancelled by Ukie, a full refund will be made. Ukie liability will be limited to the amount of the fee paid by the sponsor or exhibitor.

13. Cancellation of the event

In the event of it being found necessary for whatever reason that the event or Exhibition shall be postponed, abandoned or altered in any way in whole or in part, or if the Organisers find it necessary to change the dates of the Event, the Organisers shall not be liable for any expenditure, damage or loss incurred by the Sponsor or exhibitor. In the event of cancellation the Sponsor will be refunded any monies paid. If by re-arrangement or postponement of the period of the Event, or any other reasonable manner, the event can take place, the contract between the Organisers and the Sponsors shall remain in force.

14. Information and Copyright

Information supplied by the Organisers in relation to any event or exhibition is accurate to the best of their knowledge and belief, but shall not constitute any warranty or representation. Any inaccuracy, mistakes or omission in such information shall not entitle the Sponsor or Exhibitor to cancel his contract. All information and data relating to the event is the copyright of the Organiser and cannot be passed on to any third party

for any purpose. Lists and information relating to participants may only be used in relation to the Exhibitor or Sponsor's presence at the event.