

# TERMS AND CONDITIONS

## PARTICIPATION TO THE EVENT

### 1. GENERAL PROVISIONS

The provisions of these terms and conditions (hereinafter, the "Terms and Conditions") shall apply to all Exhibitors, Attendees and Providers or hereinafter, the "Participant", who request admission to SPORTEL Miami 2025 held from 1 to 2 April 2025 at the JW Marriott Miami, 1109 Brickell Avenue, Miami, Florida, USA, 33131. S.A.M. MONACO MEDIAX, with its registered office at Le Triton, 5 rue du Gabian, Entrée C, MC 98000 Monaco (hereinafter, the "Organiser") organise the Event, SPORTEL Miami 2025 (hereinafter, the "Event") whose purpose is to unite leaders of the International Sports Media and Technology Industry.

These Terms and Conditions shall also apply to parties who contract with the Organiser. The goods and services offered in connection with the Event shall meet only the business requirements of any registered individual or legal entity. The Organiser reserves the right to accept or refuse to contract with any company. The Organiser is not obliged to justify its decision regarding the participation requests.

### 2. ACCEPTANCE

Signature of the participation contract and any admission to the Event shall be deemed the Participant's total and complete agreement with and acceptance of the provisions of the Terms and Conditions, the participation contract and in case of Exhibitors (an Exhibitor is defined as any Participant who rents an Exhibit (Meeting Point, Stand or Suite at the Event) the Exhibitor's Technical Manual 'MyStore' (hereinafter, the « Contract Documents »), all of which may be downloaded directly from the Event's website including the specifications of the JW Marriott Miami. Any amendments or reservations that the Participant may make to the Terms and Conditions in any manner whatsoever shall be deemed void.

### 3. AMENDMENTS TO AND PRIORITY OF THE TERMS AND CONDITIONS

The Organiser reserves the right to decide on all matters not covered by these Terms and Conditions. The Terms and Conditions shall prevail over any general regulations of purchase of the Participant. In the Event of a discrepancy between the French and English versions of the Terms and Conditions, the [French version](#) shall prevail.

### 4. POSTPONEMENT OR CANCELLATION OF THE EVENT BY THE ORGANISER

Should the Event be cancelled for any reason for which the Organiser cannot be held responsible, such as a health situation, war, act of terrorism, natural disaster or a unilateral decision by the authorities and/or government, the Organiser will reimburse the total amount of the Participant's registration fees. For Exhibits, services orders and additional products placed by the Participant which have already been committed by SPORTEL, the amount will remain due by the Participant or deducted from the payment already received by the Organiser. If the Event is postponed, the amount of the deposit paid by the Participant shall be carried over to the next SPORTEL in the Americas.

Whether in the event of cancellation or postponement, the Participant shall assume all costs to incur in anticipation of the Event such as and not restricted to travel and hotel expenses and will not be entitled to compensation of any kind from the Organiser.

## CONDITIONS OF PARTICIPATION

### 5. BADGE

To gain admission to the Event, the Participant must show an admission badge. Thus, Participant not wearing his badge will not have access to the Event.

A badge is valid only for the person to whom it is issued and may not be utilised by anyone else. Any badge being worn by someone other than its rightful owner will be confiscated and the person will have to leave the Event immediately. The Organiser will have no liability whatsoever to the original badge owner.

Due to the international nature of the Event, Participants shall ensure:

- that their participation is neutral in terms of political, ideological or religious expression
- not create disturbances (visual, audial, olfactory, etc.) to the organisation of the Event, or to the other Participants in the vicinity of the Event.

Otherwise, the Organiser reserves the right to impose penalties, including refusing admission to the Event.

### 6. REGISTRATION

#### 6.1 Attendees

Attendees may only register their full-time employees from a same company, in a same country. The Organiser may at any time request documentary evidence thereof.

In the event a Participant registers any person who does not meet the foregoing requirements, they shall be required to register this person on a separate contract and pay the applicable registration fee, as specified in the online participation contract.

#### 6.2 Exhibitors

Exhibitors may register their full-time employees from a same company.

However, any company, having commercial relations or being fully or partially owned by the parent company, such as joint ventures, agents, consultants, representatives, sponsors, etc., must register on a separate contract as Exhibitors or Attendees and pay the appropriate registration fees.

##### a. Subsidiary

Subsidiaries are companies that belong to and have the same name **as the parent company** and are in the same city, in another city of the same country or in another country. Subsidiaries are allowed to register under the parent company contract.

In the event the above subsidiary rules are not followed by the Participant, the Organiser reserves the right to cancel the Participation. The amounts already paid by the Participant will be refunded, excluding the administrative fee of 30% retained by the Organiser.

##### b. Hosts and hostesses

Should Exhibitors hire hosts and hostesses through private agencies, it will be the Exhibitor's responsibility to purchase the additional passes at the regular registration fee.

### 7. ADVERTISING

The Organiser reserves the exclusive right to post advertising in the venue where the Event is held and in the immediate surrounding area. All forms of advertising are strictly forbidden, with the exception of advertising that uses the media defined below in article 19, and the advertising spaces that the Organiser assigns. In the event of noncompliance with these requirements, the Organiser may remove such advertising at any time without prior notice.

Participants shall not, within the location of the Event, display products or services or advertise companies or businesses that are not the Participants, without the Organiser's prior written authorisation. Furthermore, the

distribution of leaflets, brochures, flyers or documents of any type for promotional or any other purposes is strictly limited within the Event venue and is subject to the Organiser's prior authorisation.

## **8. SPONSORING**

Some of the Organiser's Events may be sponsored by Participants pursuant to the Terms and Conditions set forth in the participation contract which specifies the characteristics of the Event. Unless otherwise stated, sponsorships are non-exclusive.

In the event that more than one Participant sponsors the same Event, the Organiser shall promote all the Participants sponsors.

The Organiser reserves the right to modify the characteristics of the Event or to have the Participants modify the materials intended to be distributed, in particular due to legal requirements or for reasons related to the general organisation of the Event and/or, more broadly, in the interest of all the Participants of the Event.

## **9. PHOTOGRAPHY AND FILMING, AUDIO & VIDEO**

The Participant is informed that the taking of photographs and/or the making of audio and video recordings by other Participants is possible. The Organiser is exempt from any liability in this regard.

Unless Participant expressly communicate their opposition, Participant authorise, free of charge, the Organiser and its partners to photograph and/or record the voice and image of the Participant(s) and to communicate to the public, in the whole world, such photos and/or recordings, which may be presented (in particular in the form of live or delayed broadcasting), reproduced without limit as to the number of reproductions and published, with no limit of time in any format (in particular, downloadable formats, including MP3, podcasts and webcasts), using any method or process known or unknown at this time, in whole or in part, on all tangible or intangible media known or unknown at this time, including but not limited to paper, optical, analogue and digital media (CDs, DVDs, USB, etc.), or over an electronic network (the internet and, in particular, the websites of the Organiser and its partners), and on any other promotional or marketing tool it may use for information or promotional purposes.

## **10. UNFAIR BUSINESS PRACTICES**

The Participant is formally prohibited from taking part in activities outside the designated exhibition area of the JW Marriott Miami like those carried on within the perimeters of the Event throughout the duration of the said Event.

Consequently, the Participant undertakes not to solicit directly or indirectly any other Participant outside the confines of the designated exhibition area of the JW Marriott Miami for the purpose of meeting, demonstrating any products or services being demonstrated at the Event itself. The Participant is expressly prohibited from renting a meeting or conference room or a suite in the same venue during the Event, without the Organiser's written authorisation.

Any contravention of the general articles of these Terms and Conditions by the Participant will be considered to be a contravention of the essential conditions governing the validity of this participation contract, in the full legal sense and with no requirement for any warning to be given to this effect, will result automatically and without prior notice the immediate exclusion of the Participant from the Event and without refund of the amount of his participation or any amount paid to the Organiser.

The Organiser also reserves the right to bring any legal action against the Participant in order to obtain compensation for the damages suffered.

## **EXHIBITS: Meeting Point, Stand and Suite**

### **11. ASSIGNMENT AND DISTRIBUTION OF LOCATIONS**

The Organiser shall draw up the Event floor plan layout and assign the distribution of locations in accordance with the interests of the Event and endeavouring to consider the requests expressed by the Exhibitor, the nature of the products and services it plans to exhibit and the layout of the exhibition space it plans to install.

Participation in prior events shall not entitle Exhibitors to a specific location. The Organiser shall in no event be liable to Exhibitors for any consequences that may ensue from the location assigned to them, such as low foot traffic.

In the event a Participant causes a disturbance or to ensure the best possible presentation of the Event in the interests of all Participants, the Organiser reserves the right to modify, at any time and as often as it deems necessary, the use of the areas requested by Exhibitors, the location of Exhibit, or the decoration thereof if they do not comply with the requirements of the Exhibitors' Technical Manual 'MyStore'.

## **12. SET-UP, INSTALLATION AND DECORATION, BREAK-DOWN**

### **12.1. Set-up**

Exhibitors and any person duly appointed to represent them shall:

- Become familiar with the Exhibitors' Technical Manual 'MyStore' and comply therewith;
- Comply with the safety measures imposed by applicable laws and regulations during set-up, breakdown and throughout the Event;
- Be present at the Exhibit when visiting the departments responsible for inspecting compliance with safety standards.

Subject to the provisions of the Technical Manual 'MyStore', and consistent with the overall decoration of the Event, Participant is free to fit out and decorate their Exhibit provided they do not hinder the visibility of safety signs and equipment of nearby Exhibits. The Organiser reserves the right, at any time and at the Exhibitor's expense, to have removed or to destroy any materials or installation deemed non-compliant with the Technical Manual 'MyStore' and/or not agreed upon by the Organiser.

### **12.2. Break-down**

Exhibitors can remove their own equipment from **5PM on Wednesday 2 April 2025.**

## **13. EXHIBITS OCCUPANCY**

Exhibits must be occupied on the first day of the Event. Otherwise, the Organiser will take back the Exhibits without liability to the Participant for indemnification or refund of Exhibits rental fee. Participants shall at all times maintain sufficient staff at their Exhibits and keep it fully equipped during the entire duration of the Event. Participants shall display products and/or services that comply with American laws and regulations and that originate from lawful activities and have obtain all authorisations necessary to conduct their business. Products shall be displayed only within Exhibits, shall not encroach on the aisles and shall in no event inconvenience nearby Participants. Take-away sales or sales in which goods are immediately delivered to the buyer are forbidden. Events held at the Exhibits as demos and cocktails, shall require the Organiser's prior authorisation.

## **14. DAMAGES**

Participants shall be liable for all damage they cause to their Exhibits. Accordingly, Participants shall leave their Exhibits and/or assigned location, as well as any equipment and materials supplied by the Organiser, in their original condition. Therefore, at the time they take possession of their Exhibits, Participants shall have any existing damage evidenced on the same day of installation by the Organiser's technical department. Otherwise, Participants will be invoiced for such damage at the conclusion of the Event.

## **15. ASSIGNMENT AND SUBLETTING OF ASSIGNED LOCATIONS**

Participants are expressly forbidden from assigning, subletting or exchanging, free of charge or for consideration, all or any part of the locations assigned by the Organiser, including Exhibits and advertising spaces. However, more than one Exhibitor may be allowed to exhibit jointly, provided they have submitted a prior request to the Organiser, and have received written consent from the Organiser.

## FINANCIAL TERMS AND CONDITIONS APPLICABLE TO PARTICIPATION

### 16. TERMS OF PAYMENT

Participants register online and agree contractually to pay the invoice in full as follows:

- Payments are only accepted in the Euro currency.
- Payment must be immediately received in full, upon receipt of the invoice
- Upon validation of the online registration contract, the related invoice can be downloaded in MySportel <https://mysportel.com/login>
- Full payment of invoice will give immediate access to SPORTEL Connect Networking Tool, from 27 February 2025.

#### 16.1. Attendees

- All fees are to be paid by credit card (Visa, MasterCard, Amex) through the online registration system.
- No Value Added Tax (VAT) is applicable.

#### 16.2. Exhibitors only

- The registration will be effective and confirmed when full payment of the invoice is received.
- **By Monday 17 February 2025 23.59 CET at the latest:** Possibility to pay by credit card or bank transfer. Payment must be received in full, upon receipt of the invoice.
- **After Monday 17 February 2025:** All fees are to be paid by credit card (Visa, MasterCard, Amex) through the online registration system.
- Any payment, especially by bank transfer, that does not specify the reference of the participation contract of the related invoice, will be rejected.
- No Value Added Tax (VAT) is applicable.

#### 16.3. Additional products

- By additional products, the Organiser means products ordered additionally to the Exhibits and/or additional Passes (Exhibitor and Attendee) such as onsite advertising, digital advertising, speaking opportunities, sponsorships, and any other products placed via MyStore and by contract.
- Additional products can be paid by credit card or bank transfer until **Monday 17 February 2025 23.59 CET at the latest**. After this date only payment by credit card will be accepted.
- No Value Added Tax (VAT) is applicable.

### 17. NON-PAYMENT

Failure by a Participant to comply with the «Payment Terms» clause will automatically result in the immediate suspension of the access to the Event and to the SPORTEL Connect networking tool.

The location of the stands can be assigned to another participant.

Failure to pay will prevent the participant from registering for any future event of the Organiser.

### 18. CANCELLATION / SUBSTITUTION

#### 18.1. Cancellation of Participation

Cancellation deadline is:

- **Exhibitors: Thursday 30 January 2025, 23:59 CET.**
- **Attendees: Thursday 13 February 2025, 23:59 CET**

Any cancellation notification must be received in writing. If a Participant has not paid the Exhibit and registration fee after Cancellation Deadline, the Participant expressly agrees to pay the Organiser, 100% of the Exhibit and registration fee. Otherwise, article 17 will apply.

Whether a cancellation reason is for force majeure or not, the Participant shall assume all costs to incur in anticipation of the Event such as and not restricted to travel and hotel expenses and will not be entitled to compensation of any kind.

### 18.2. Force majeure

Force majeure applies if the Participant is affected by one of the following circumstances, such as a health situation, war, act of terrorism, natural disaster or a unilateral decision by the authorities and/or government. A written proof from a physician is required for any cancellation for health reasons.

In this situation, the Participant can be substituted for free by a full-time employee from the same company. If no substitution is possible and in this case only, a percentage of the Exhibit and Suite reservation fee or passes is refunded, after the event but an administrative fee remains due to the Organiser (see articles 18.3 and 18.4). For additional products and services or Exhibit orders placed by the Participant that have already been committed by SPORTEL, the amount of the Exhibit and said order(s) will remain due by the Participant.

### 18.3. Exhibits and Suites cancellation

- **By Thursday 30 January 2025, 23:59 CET** at the latest:
  - 70% of the total Exhibits or Suites rental fee will be refunded to the Participant, scheduled after the Event.
  - 30% of the total Exhibits or Suites rental fee shall remain payable to the Organiser, which the Participant shall pay if it has not already done so.
  - The cancellation will automatically close the access to the SPORTEL Connect networking tool.
- **After Thursday 30 January 2025, 23:59 CET:**
  - 100% of the total Exhibits or Suites rental fee will be due and there will be no refund to the Participant, except for force majeure.
  - In case of force majeure, 70% of the total Exhibits or Suites rental fee will be refunded to the Participant, scheduled after the Event. 30% of the total Exhibits or Suites rental fee, corresponding to the administrative fee, shall remain payable to the Organiser, which the Participant shall pay if it has not already done so.
  - In addition:
    - Orders which have been placed via MyStore will not be refunded.
    - For Exhibit or services orders placed by the Participant which have already been committed by SPORTEL, the amount of the Exhibit and said services order(s) will remain due by the Participant or deducted from the payment already received by the Organiser.
  - The cancellation will automatically close the access to the SPORTEL Connect networking tool.

### 18.4. Attendee Pass cancellation

- **By Thursday 13 February 2025, 23:59 CET** at the latest:
  - 50% of the Participant's registration fee will be refunded to the Participant, scheduled after the Event.
  - 50% of the registration original fee shall remain payable to the Organiser, which the Participant shall pay if it has not already done so.
  - The cancellation will automatically close the access to the SPORTEL Connect networking tool.
- **After Thursday 13 February 2025, 23:59 CET:**
  - There will be no refund on registrations fees, except for force majeure.
  - In case of force majeure, 80% of the registration original fee will be refunded to the Participant, scheduled after the Event. 20% of the registration original fee, corresponding to the administrative fee, shall remain payable to the Organiser, which the Participant shall pay if it has not already done so.
  - The cancellation will automatically close the access to the SPORTEL Connect networking tool.

### 18.5. Additional products cancellation

By additional products, the Organiser means products ordered additionally to the Exhibits/suites and/or additional Pass (Exhibitor and Attendee) such as onsite advertising, digital advertising, sponsorships, and any other products placed via MyStore and by contract.

No refund can be granted to the Participant in case of cancellation of the order and termination of the related contract or shall remain payable to the Organiser if payment has not been completed at the time of the cancellation.



### 18.6. Attendee Pass substitution

Substitutions are permitted only between employees of the same company based in the same country.

- Free substitution deadline is **Wednesday 26 February 2025, 23:59 CET**. There is no administrative fee for substitutions made prior to **Wednesday 26 February 2025, 23:59 CET**
- However, for every substitution received after **Wednesday 26 February 2025, 23:59 CET**, a fee of € 250 is applicable (no VAT applicable).

### 18.7. Exhibitor Pass substitution

Substitutions are permitted only between employees of the same company.

- Free substitution deadline is **Sunday 30 March 2025, 23:59 CET**. There is no administrative fee for substitutions made prior to **Sunday 30 March 2025, 23:59 CET**.
- However, for every substitution received after **Sunday 30 March 2025, 23:59 CET**, a fee of € 250 is applicable (no VAT applicable).

## INTELLECTUAL PROPERTY

### 19. ORGANISER'S MEDIA AND CONTENT

Includes any content or medium provided by the Organiser to the Participant such as brochures and the SPORTEL Connect, the Event website and any medium owned by the Organiser, which it publishes and distributes, is in its whole, protected.

The Participant shall therefore not use it in any manner whatsoever without the Organiser's prior written agreement.

#### 19.1. Organiser's Media and Content provided to Participants

All written content, videos, images, distinctive signs, data, IT applications and/or functionalities published in the Organiser's media, with the exception of those submitted by Participants, are the property of the Organiser and/or third parties and are protected by the Monaco Intellectual Property Code (Code de la Propriété Intellectuelle). Therefore, Participants shall in no event reproduce, modify, delete, distribute, grant and/or use them, in whole or in part, and in any manner whatsoever, without the prior written agreement of the Organiser or the right holders. Otherwise, Participants risk being liable or being held liable.

#### 19.2. Organiser's Media and Content provided by Participants

The Participant authorises the Organiser to reproduce and use its own content, for the time period during which the Organiser's media is distributed, free of charge and in the whole world. The Participant shall be solely liable for the information and documents that it provides and that are published and distributed via the Organiser's media event. The Participant may not hold the Organiser liable, including in the event of an error and/or omission, in particular if due to erroneous or incomplete information provided by the Participant. Furthermore, the Participant shall ensure that it holds all necessary authorisations and, failing this, shall hold the Organiser harmless in the event of any recourse.

#### 19.3. Placing advertising on the Organiser's Media

The Organiser shall determine the advertising spaces available on its media and has a right to control all advertising distributed thereon in order to ensure compliance with applicable laws and protect the interests of the Event and/or the Participants.

The Organiser may refuse to publish the content or advertisement at issue, in which case the Participant shall be reimbursed the price of the advertising space, to the exclusion of any other expenses, less sums incurred by the Organiser before it discovers the unlawful nature of the publication.

In the specific situation where a Participant has placed an order for advertising on the Organiser's media but fails to provide the Organiser with the information and documents necessary for publication in a timely manner, the Organiser reserves the right to make other arrangements with respect to such advertising space, in particular to publish the statement "Space reserved by ...", followed by the Participant's name. In such case, the Participant shall not be entitled to claim a refund of the price of the order or any compensation.

## **20. COLLECTION AND USE OF DATA: GDPR**

The Organiser undertakes not to disclose information provided by Participants to third parties, such information shall only be used by its internal departments to process registrations or send information emails.

In compliance with Article 14 of the Monaco Act of Law dated 25 May 2018, the Participant has a right to access modification, correction and deletion of the latter's personal data. To do so, make the request online to [rgpd@monacomediax.com](mailto:rgpd@monacomediax.com), specifying the Participant contact details.

The Participant declares that the Participant is aware of Internet characteristics and limits, in particular with respect to technical performances, response time required to access, query or transfer data, as well as risks inherent to communications' safety.

It is expressly agreed that, except for obvious error by the Organiser, proved by the Participant, data stored in the Organiser's information system is valid evidence of orders placed by the Participant. Computer data and emails exchanged between the Participant and our services constitute valid evidence, and are admissible under the same conditions and with the same evidential value as any document which may be drawn up, received or filed in writing.

The Participant has the right to obtain from the Data Controller the erasure of his / her personal data. In that case, the Data Controller has the obligation to delete all information.

The Participant has the right to request the modification of his / her personal data and the right to request, in a legible medium, all the personal data that the Organiser may hold.

For the purposes of fulfilling the participation contract, all or some of this personal data may be:

- Communicated to other Participants, who may be located anywhere in the world, in order to enable them to prepare for the Event and schedule their business appointments. In this regard, the Participants undertake not to use such data for any other purpose. The Organiser reserves the right to enjoin nuisances caused by such use by any means.
- Communicated to third parties that have entered into contracts with the Organiser, in particular the Organiser's representatives, service providers and partners, which may be located anywhere in the world.
- Used on all distribution and promotional media in connection with the relevant Event, including over the SPORTEL Connect.

## **INSURANCE AND LIABILITY**

### **21. INSURANCE**

Participants shall ensure that they have taken out all insurance policies necessary for their participation. The Organiser declines all liability in this regard, in particular for the loss of belongings at the Event site. The Participant agrees to provide the proof of insurance required by the Organiser.

### **22. LIABILITY OF THE ORGANISER**

The Organiser shall not be liable for any losses that Participants may for any reason whatsoever, with the exception of bodily injury. The Organiser is subject to an obligation of means only towards the Participant.

## **MISCELLANEOUS**

### **23. SECURITY**

The Participants are required to respect all safety measures imposed by administrative or legal authorities, as well as any safety measures, which may be taken by the Organiser. The Organiser reserves the right to verify compliance with these measures.

Surveillance of the Event site is maintained under the control of the Organiser; the decision regarding the application of safety regulations is implemented immediately.



## **24. SANCTIONS**

Depending on the circumstances, the Organiser reserves the right to take the following actions, without the Participant being entitled to claim any compensation:

- Unilaterally and automatically terminate the participation contract and to refuse access to the Event in case of the Participant's partial or total non-performance of the provisions of the Terms and Conditions, the Exhibitors' Technical Manual "MyStore".
- Order the immediate closure and then the taking down of the Exhibit and/or the immediate expulsion of the Participant from the Event venue.
- Prohibit the Participant from participating in the Event for two (2) full consecutive years.

These sanctions may be imposed without prejudice to legal action the Organiser may initiate to assert its rights and claim damages on the grounds of the Participant's breach of contract. The Participant shall be liable for expenses incurred in connection with the Organiser's actions.

## **25. GOVERNING LAW AND JURISDICTION**

These Terms & Conditions and the participation contract, which constitute a contract of adhesion and the insurance policies taken out by the Organiser are governed by Monaco law; the Courts of Monaco have exclusive jurisdiction over any dispute or litigation resulting from enforcement of these Terms and Conditions. The French version, which is available on the Event's website and/or upon written request to the Organiser is the only version binding the parties which the parties expressly acknowledge.