

# DATABALL



DATABALL EVENTS'

TERMS AND CONDITIONS

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# Event Participant Terms and Conditions

These terms and conditions (the “**Terms**”), apply to all Participants at Events (in each case as defined below). **Your attendance at an Event indicates your agreement to these Terms.**

## 1. Definitions

In these Terms the following capitalised words and expressions have the meanings set out against them below:

**"we/us/our/Databall"**: Databall Limited

**“Content”**: materials, data, information, and products provided by Databall or its event partners at, relating to or forming part of the Event.

**“Data Protection Laws”**: any applicable laws and regulations relating to the processing, privacy and use of personal data including, without limitation, GDPR, national laws implementing the GDPR, regulations and secondary legislation, as amended from time to time; laws or regulations implementing Council Directive 2002/58/EC, and; any judicial or administrative interpretation of any of the above, and any guidance, guidelines, codes of practice, approved codes of conduct or approved certification mechanisms issued by any national authority.

**“Event”**: an event operated by or on behalf of Databall including a conference, exhibition, convention, congress, summit, seminar, webinar, meeting, workshop, award dinner, public training, private or bespoke training, Ancillary Events and Online Events.

**“Event Confirmation”**: our written (including digital) confirmation of your registration for a place at that Event.

**“Event Dates”**: the dates on which the Event is scheduled to take place.

**“Force Majeure”**: has the meaning given in clause 13.

**“Event Marks”**: trademarks and service marks owned by or licensed to Databall relating to the Event.

**“Event Sponsor”**: a person or company which has entered into a sponsorship agreement with Databall or its partners in relation to an Event.

**“Event Venue”**: the venue at which a physical Event is held.

**“Fee”**: the fee payable by a Participant (or Sponsor on behalf of a Participant) in order to attend an Event.

**“GDPR”**: Regulation 2016/679 of the European Parliament and of the Council of April, 27 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.

**“Intellectual Property Rights”**: patents, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), 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.

**“Losses”**: actions, damages, claims, liabilities, costs, losses and expenses (including, without limitation, reasonable legal fees).

**“Online Event”**: an online, virtual or non-physical conference, exhibition, convention, congress, summit, seminar, webinar, meeting, workshop, award dinner, public training, private or bespoke training or other event.

**“Online Event Platform”**: any website, platform, forum, or other online environment used by Databall for the purposes of hosting an Online Event.

**“Participant/You/Your”**: an individual who attends an Event in any capacity other than as a representative of Databall or of the Event Venue or Online Event Platform.

**“Registration Details”**: the personal data provided by Participants when they register to attend an Event.

**“Software”**: the online software applications made available for access or download from our or our supplier’s or event partner’s websites in relation to any Event or Content.

**“Sponsor Delegate”**: a Participant who attends an Event on behalf of or using an invite provided by an Event Sponsor using a delegate pass (including digital) issued to the Event Sponsor as part of the agreed sponsorship package, and any reference in these Terms to Participant shall include Sponsor Delegates unless expressly stated otherwise.

## 2. Registration for Events

2.1 Validly registering for an Event shall entitle you to admittance to that Event as a Participant, subject to these Terms. Any optional extras may incur an additional cost to the basic registration fee (if applicable).

2.2 The Registration Details of each Participant must be registered (whether in their personal capacity, or as a representative of a company or other legal entity) with us not less than two Business Days before the start of the Event. We reserve the right to exclude from any Event

any individual whose name does not appear on our register of Participants at the start of the Event.

2.3 If you register for an Event as a representative of a company or other organisation you confirm that you have authority to agree to these Terms on behalf of the company or other organisation. You shall also ensure Participant(s) from the company or other organisation attending the Event are made aware of and shall be bound by these Terms.

2.4 When registering for an Event, you must provide us with accurate and complete Registration Details. It is your responsibility to inform us of any changes to that information (including, without limitation, your email address) by updating your details on the relevant section of the applicable website or contacting us using the contact information provided to you in any Event Confirmation.

2.5 It is your responsibility to inform us of any special access requirements or dietary requirements at the time of registration, and in any event no later than 2 working days in advance of the Event. Any dietary requests made less than 2 Business Days before an Event may not be available.

2.6 All registrations for Events are subject to availability and to acceptance by Databall at its absolute discretion.

2.7 Where an Event requires an event pass to enable entry, you may be required to provide evidence of your identity for your pass to be issued to you. Participants must keep their event pass on them at all times during their attendance at the Event and Databall reserves the right to refuse entry to Participants who fail to produce a pass when requested.

2.8 If your Event pass is lost, misplaced, stolen or forgotten a replacement Event pass will only be issued to you at the sole discretion of Databall and may be subject to purchase at the prevailing on-site Participant rate.

2.9 By attending the Event you acknowledge that photographs and filming may take place at the Event. Databall reserves the right to use images and videos recorded at the Event with your photograph and/or likeness in future marketing materials, including social media channels, websites, and print material, without obtaining any further approval from you or making any payment to you. If you do not wish your photograph to be taken at an Event, please notify the photographer during the Event and we will use reasonable endeavours to comply with your request.

2.10 Participants must be over the age of 18.

2.11 Participants may not sell, transfer, or share their Event passes. Registered Participants may be substituted by other individuals at no extra cost by notice in writing to Databall at any time, subject to compliance with these Terms, including (without limitation) the need for any substitute individuals to provide Registration Details at least 2 business days in advance of attending the Event and subject to screening.

2.12 All Event passes are the property of Databall and must be returned to Databall upon request. Attendees found wearing falsified Event passes and/or sharing or swapping Event passes shall be required to leave the Event.

### 3. Attendance Requirements

3.1 Each Participant shall:

(a) observe the rules, policies and procedures of the Event venue including in relation to health and safety and any reasonable instructions issued by Databall and/or the management of the Event Venue;

(b) behave in a respectful, professional and appropriate way that does not breach the laws or regulations of their home country or of the host country or that risks bringing the Event or Databall into disrepute;

(c) ensure they have adequate insurance for their own requirements, including personal accident and travel insurance, prior to attending any Event; and

(d) ensure they have all necessary travel documentation, including but not limited to visas and other entry permits into the country where the Event is held, and that they comply with all health formalities and any applicable laws.

3.2 You agree that your travel to and attendance at an Event is at your own risk and not the responsibility of Databall, save as set out in clause 14. Databall is not obliged to provide any advice or assistance relating to the obtaining of visas. Failure by any Participant to obtain a visa to attend an Event shall not entitle him or her to a refund of any Fees.

3.3 Other than Sponsors and their Participants, Participants are only permitted to conduct business within a designated exhibit space at the Event Venue. Participants observed conducting business in public spaces or in other companies' exhibition spaces may be ejected from the Event.

## 4. Participant Obligations

4.1 Databall reserves the right to refuse entry by any Participant to an Event or to remove any Participant from an Event or block them from an Online Event Platform without any liability if, in its sole discretion, it determines that such Participant's presence or conduct could cause:

(a) Databall, its affiliates, the Event Venue owner, the Online Event Platform or the Participant to fail to comply with applicable law, including in circumstances where the transactions or payments contemplated under these Terms are in breach of, or otherwise targeted by Sanctions or other laws.

(b) Databall to breach any term, warranty, condition or other provision of any contract or undertaking to which Databall and/or any of its affiliates is or becomes a party; or



(c) disruption at the Event, threaten the safety (including online) of other attendees or hinder the enjoyment of the Event by other attendees, without prejudice to any other rights or remedies available to Databall.

4.2 Databall reserves the right to recover from you any loss or damage incurred or suffered by us, the Event Venue, the Online Event Platform or any other Participants as a result of your conduct at the Event or failure to comply with these Terms. In such circumstances, a Participant shall not be entitled to a refund of any Fees.

## 5. Fees & Payments

5.1 Payment in full of any applicable Fees for the Event is due upon registration (if the event requires registration fee). If such payment is insufficient or declined for any reason, Databall may refuse entry to the Event.

5.2 Fees for Online Events or any Event with an online element are quoted inclusive of any applicable value added tax (VAT) or similar sales tax. Fees for physical Events are quoted exclusive of any applicable value added tax (VAT) or similar sales tax. If VAT or other sales tax is chargeable, Participants shall be required to pay to Databall such additional amounts in respect of such tax as are chargeable in relation to the Fee.

5.3 Fee schedule rates are valid at the time of completion of registration provided that they are paid in full before the applicable expiration date. If the Fee for a completed registration is not paid in full before the next fee schedule comes into force, you will be charged a Fee calculated in accordance with the prevailing Fee schedule at the date of payment.

5.4 All registration Fees shall be paid in full without any set-off, counterclaim, deduction or withholding (other than as may be required by law).

5.5 All requirement amount(s) should be paid in British Pound Sterling (£). Databall reserve the right to refuse registration and/or services in case of one or more participants wants to pay in one or more different currencies. Databall may accept payment(s) of the equivalent amount in a different currency, although additional charges may be applied in order to cover the currency exchange fee(s).

5.6 Any award-winning money had to be claimed within 9 months of the Event's ending day. Any transaction(s) will take place in form of online payment(s). Failing to provide accurately bank details (or personal details including but not limited to postal address for posting physical objects / awards) within the given period may cause you to loss the right to claim your award(s). In case of providing false or inaccurate physical address or bank details, Databall is not obligated to re-send any physical objects or money award(s) that have already been sent.

5.7 Any money prizes won in one or more of our events will be paid in British Pound Sterling (£). The winners have to provide us with UK Bank Details in order to claim their money prizes. Failing to do that, it may cause you to lose your money prizes. Databall may agree to pay money prizes in one or more different currencies and/or with banks who are registered abroad, however any additional fee(s) including but not limited to currency exchange rate(s), exchange rate commission(s) and bank(s)' additional charges are deducted by the total amount of the money prize.

5.8 In case of a draw between two or more Participants, the money prize will be split between them, unless an additional activity has been designed from us to determine the winner and/or the final ranking of the competition.

## 6. Intellectual Property Rights

6.1 All Intellectual Property Rights in and to Events and in the Content relating to Events are the property of Databall or its third-party content providers. We may provide a licence to third parties, including Event Sponsors, to use the Content at our sole discretion.

6.2 Participants may use the Content solely for their own personal use and benefit and not for resale, distribution or other commercial purposes.

6.3 The Event Marks may not be used without Databall's prior written permission.

6.4 Any request for permission to republish, reprint or use for any other purpose any of the Content or Event Marks should be sent by email to the Event contact as described in your Event Confirmation.

6.5 The Software belongs to Databall or its suppliers. Your use of the Software is governed by the terms of any licence agreement that may accompany or be included with the Software and you must not install or use any Software unless you agree to the terms of such licence agreement.

## 7. Technical Support for Online Events

7.1 You are responsible for procuring the necessary equipment and the payment of any charges necessary to access and/or use any Events or Content (where applicable). Databall is not responsible for the reliability or continued availability or speed or quality of the telephone or internet lines and/or equipment that you use to access and/or use any Event or Content.

7.2 In relation to any Events which require on-line internet access, such as webinars, forums, online or virtual Events, it is your responsibility to ensure that your systems are compatible with our technology or the technology of our Online Event Platform prior to registering for such an Event.

7.3 Databall is not liable or responsible for any technical issues which may arise as a result of your failure to ensure compatibility of our technology with your systems. Similarly, we are not liable or responsible for any delay, disruption, or disturbance in the operation of the internet or problems caused by your internet service provider or for any telecommunications failures which are beyond our control. Access to on-line Content may not be available as a result of

downtime for repairs, maintenance and/or repairs to Databall's websites, Online Event Platforms, and systems.

## 8. Access to Online Events

8.1 Participants who register for Online Events, or Events which otherwise grant access to online Content shall be given usernames and passwords, as appropriate for the relevant Event. Attendance at an Online Event may be subject to additional Online Event Platform Terms. By attending an Online Event you are deemed to accept any such additional Online Event Platform Terms.

8.2 Except to the extent that a username and password is expressly intended for more than one person as confirmed by us in writing, Participants are not permitted:

(a) to share username and password details with any other person(s) (including for the avoidance of doubt, any other colleague, employee, partner, director, agent or representative of the Participant or your company); or

(b) to make their usernames and passwords available to multiple users on a network.

8.3 Participants are responsible for all access to any Event, Online Event Platform and/or use of any Content by them or anyone else using their usernames and passwords and for preventing unauthorised use of any such usernames and passwords. If you believe there has been any breach of security (such as the disclosure, theft or unauthorised use of any username, password or any payment information), you must notify us immediately by emailing the support contact in your Event Confirmation.

8.4 An Online Event may include discussion groups, virtual meeting rooms and other forums ("Interactive Areas") enabling interaction between Participants and Sponsors. We do not control and are not responsible for information and/or materials posted to Interactive Areas by Participants or Sponsors ("User-Generated Content") and cannot guarantee the veracity

or accuracy of any such User-Generated Content. All use of the Interactive Areas is at your risk and you should not rely on User-Generated Content in any way.

8.5 You hereby grant Databall a non-exclusive, perpetual, royalty-free licence to use, reproduce, modify and/or sub-license all or any part of the User-Generated Content posted by you or any of your representatives. Databall may, without notice to you or any third party, delete, move or edit any such User-Generated Content or part of it. To the extent permitted under applicable law, you hereby waive all moral rights or rights of a similar nature in any jurisdiction in any User-Generated Content.

8.6 You are responsible for the content of the User-Generated Content which you contribute and must comply with the restrictions set out below when publishing it. We are under no obligation to monitor User Generated Content.

8.7 You may not, within the Interactive Areas post, publish, link to, upload, download, send, distribute, use or re-use any information or material which:

(a) is obtained in breach of confidence or which contains confidential information or infringes any intellectual property rights or rights of privacy or other rights of any third party;

(b) is offensive, threatening, abusive, indecent, defamatory, obscene;

(c) is unlawful;

(d) constitutes unsolicited advertising or promotional material of any type;

(e) constitutes or contains a virus or other harmful component or malware; or

(f) which is or could be taken to be the provision of advice (including, without limitation, investment advice).

8.8 You may not use any Interactive Area:

(a) for any unlawful purpose;

(b) to impersonate any person, company, group or entity or misrepresent a relationship to or with any of the same; or

(c) to collect, store, disclose or otherwise process any personal data in relation to your use of any Interactive Area without the express consent of the relevant individual.

8.9 You agree to reimburse us for any losses, damages, costs and expenses which we may incur as a result of your publication of User-Generated Content.

## 9. Ancillary Events

9.1 Databall may offer Participants the opportunity to attend an Ancillary Event, in which case specific Ancillary Terms may apply. Such Ancillary Terms shall be contained in the materials provided to you when you register to attend an Ancillary Event and shall apply in addition to these Terms.

9.2 If there is any inconsistency between these Terms and any applicable Ancillary Terms, the Ancillary Terms shall take precedence in relation to the Ancillary Events.

## 10. Changes to Event

Although Databall's Event programmes are correct at the time of publication, we may exchange the format, Content, venue, speakers, hosts, moderators and/or timing of an Event, including a change from a physical Event to an Online Event and vice versa. Databall shall use its reasonable endeavours to notify all Participants of any such changes prior to an Event.

## 11. Cancellation and Substitution

11.1 All cancellations by Participants must be received in writing no later than 28 days before the first day of the Event for a full refund of Participant Fees paid, less a 10% administration charge (or such other charge as shall be specified in the Content provided to Participants upon registration for the Event). We cannot accept verbal cancellations. Participants whose cancellations are received after this deadline shall be liable for the full Fee. Participants may nominate a substitute to attend an Event in his or her place, subject to clause 11.2 and their agreement and compliance with these Terms.

11.2 Notifications of cancellations and substitutions should be sent in writing to the Databall contact designated in the Event Confirmation as soon as possible (and in any event at least two Business Days before the Event). Registration details for any substitute must be received by Databall at least two Business Days before the Event.

11.3 We may in exceptional circumstances need to cancel or postpone an Event, in which case we shall notify you as soon as reasonably practicable. In the event of cancellation, subject to clause 13, we shall issue Participants with a full refund of relevant Fees paid by you. In the event of postponement, we shall offer you the option to re-register for the rescheduled Event or, subject to clause 13, issue you a full refund of relevant Fees paid by you. Our liability to you as a result of any cancellation or postponement of an Event shall be limited to the amount of Fees which you have paid to us for that Event only and we shall not be liable for any additional Losses incurred by you as a result of such cancellation or postponement.

11.4 Refunds shall be issued back to the debit/credit card used for payment or by bank transfer. Refunds back to debit or credit card can only be processed within 60 days of the original transaction date. Refunds for earlier transactions must be processed by bank transfer.

## 12. Data Processing

12.1 In this clause 12 the terms “personal data”, and “processing” shall have the meanings ascribed to them under the Data Protection Laws.

12.2 Databall shall:

(a) comply with all applicable requirements of the Data Protection Laws; and

(b) process any personal data which it obtains or holds in relation to a Participant under or in relation to these Terms only for the purposes of carrying out its obligations under these Terms.

12.3 We shall use your personal data for the purpose of providing services in relation to Events, including, but not limited to Event registration, communications, Event access, dining, administration (including before, after and during the Event), invoicing and payment, delegate lists, post-Event feedback, quality checks, Participant verification (including for sanctions and trade control purposes), research and polling.

12.4 In order to fulfil our obligations to you in relation to the Event, we may share relevant personal data with presenters, Event venue management, the Online Event Platform, trainers, organisers, print houses, finance partners, connected communities, faculties, committees, Event service providers and external delivery partners.

12.5 Registration Details of Participants will be added to our official Participant networking tool, which enables Participants to contact each other and to view the list of Participants at an Event. If you do not want your Registration Details to be included in the relevant networking tool, please email the event contact listed in the Event Confirmation at least two Business Days before the start of the Event.



12.6 For more information about our data protection policy please go to our Privacy Policy at [www.databall.co.uk](http://www.databall.co.uk)

## 13. Force Majeure

13.1 In this clause, “Force Majeure” means circumstances which are beyond our reasonable control and which are reasonably likely to affect the successful delivery of the Event or would make it inadvisable, impracticable, illegal, or impossible for us to host the Event or perform our obligations under these Terms, including circumstances, which directly affect the Participants in their home countries resulting in a material percentage of the Participants being reasonably likely to be prevented from attending the Event.

13.2 If, as a result of Force Majeure, Databall cancels the Event, Databall shall use its reasonable endeavours to either

(a) reschedule the Event; or

(b) switch the Event from a physical Event to an Online Event, in each case to take place within two months of the original Event Dates.

13.3 If Databall is unable to reschedule the Event in accordance with clause 13.2, it shall refund the Participant Fees as soon as reasonably practicable and in any event within 60 days from the date of notice of cancellation.

13.4 Without prejudice to Databall’s obligation to refund any Fees to Participants, Databall accepts no liability and shall pay no compensation where the performance of its obligations is made impracticable, illegal or impossible by or as a result of Force Majeure.

## 14. Limitation of liability

14.1 Nothing in these Terms shall limit or exclude our liability for any liability which cannot be limited or excluded by applicable law.

14.2 You agree that your access to any Event and your use of any of the Content is at your sole risk and responsibility and acknowledge that all Content is provided "as is" and "as available". The Content is made available for your general information and any advice, opinion, statement or other information forming part of the Content is not intended for trading or to address your particular requirements. The Content does not constitute any form of advice, recommendation or arrangement by us (including, without limitation, investment advice or an offer or solicitation to buy or sell any security, financial product or other investment) and is not intended to be relied upon by users in making (or refraining from making) any specific investment or other decisions. Appropriate independent advice should be obtained before making any such decision.

14.3 Except as expressly stated in this Agreement, the Sponsor makes any express or implied warranty or representation in connection with the Event.

14.4 Subject to clause 14.1, we shall not be liable, whether based on a claim in contract, tort (including negligence), breach of statutory duty or otherwise arising out of or in relation to these Terms, for any indirect or consequential losses.

14.5 Subject to clause 14.1, Databall's total liability to you, whether based on an action or claim in contract, tort (including negligence), breach of statutory duty or otherwise arising out of, or in relation to these Terms shall not exceed the total amount of the Fees paid or payable under these Terms.

## 15. Anti-Bribery & Corruption

15.1 You undertake that you shall comply with any applicable Anti-Bribery Legislation.

15.2 You undertake that you will not, directly or indirectly pay, offer, give or promise to pay or authorise the payment of any monies or other items of value to:

(a) an official or employee of a government department, agency or instrumentality, state-owned or controlled enterprise or public international organisation;

(b) any other person at the suggestion, request or direction or for the benefit of any of the above-described persons, if any such payment, offer, act or authorisation is for purposes of influencing official actions or decisions or securing any improper advantage in order to obtain or retain business, or engaging in acts or transactions otherwise in violation of the Anti-Bribery Legislation.

15.3 You undertake that neither you nor, so far as you are aware, any agents or other persons acting on your behalf has directly or indirectly:

(a) violated or is in violation of any applicable Anti-Bribery Legislation;

(b) made, offered to make, promised to make or authorized the payment or giving of, directly or indirectly, any bribe, rebate, payoff, influence payment, kickback or other payment or gift of money or anything of value (including meals or entertainment) to any officer, employee or ceremonial office holder of any government or instrumentality thereof, any political party or supra-national organization (such as the United Nations), any political candidate, any royal family member or any other person who is connected or associated personally with any of the foregoing that is prohibited under any applicable law or regulation or otherwise for the purpose of influencing any act or decision of such payee in their official capacity, inducing such payee to do or omit to do any act in violation of their lawful duty, securing any improper advantage or inducing such payee to use their influence with a government or instrumentality thereof to affect or influence any act or decision of such government or instrumentality (“Prohibited Payments”); or

(c) been subject to any investigation by any governmental entity with regard to any actual or alleged Prohibited Payment.

## 16. Trade Sanctions

16.1 Neither you, nor, so far as you are aware, any agents or other persons acting on your behalf:

(a) is listed on the “Specially Designated Nationals and Blocked Persons” list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury (“OFAC”) or any similar list maintained by the United Nations, the European Union, or any other relevant governmental entity;

(b) directly or indirectly, has conducted, conducts or is otherwise involved with any business with or involving any government (or any sub-division thereof), or any person, entity or project, targeted by, or located in any country that is the subject of, any of the sanctions administered by OFAC or any equivalent sanctions or measures imposed by the United Nations, the European Union or any other relevant governmental entity (collectively “Sanctions”);

(c) directly or indirectly supports or facilitates, or plans to support or facilitate or otherwise become involved with, any such person, government, entity or project; or

(d) is or ever has been in violation of or subject to an investigation relating to Sanctions.

16.2 Each Participant shall ensure they are legally entitled to attend the Event and by attending each Participant warrants that they are not the subject of any Sanctions or trade controls or other restrictions that mean they should not attend.

## 17. Assignment

17.1 We may, without your consent, assign, sub-contract or transfer any and all of our rights and obligations under these Terms to any Group Company or any entity which acquires a substantial part of the assets of our business.

17.2 Without prejudice to clause 17.1, we may sub-contract delivery of an Event to any Group Company which operates the business relating to the relevant information, publication or data product forming part of that Event.

17.3 You may not assign, sub-license or otherwise transfer any of your rights under these Terms without our prior written consent.

## 18. Amendment

We may make amendments to these Terms from time to time. Any such amendments shall be posted on the Event website. Amendments will be effective immediately on the amended Terms being posted on the Event website and you will be deemed to have accepted them if you attend the Event. If you do not wish to accept them, you must cancel your attendance in accordance with clause 11 of these Terms.

## 19. Entire Agreement

These Terms together with the Privacy Policy and any Ancillary Event terms and application or registration form (where relevant) state the entire agreement and understanding between you and Databall relating to your attendance at the Event and supersedes all previous terms, communications and discussions whether written or oral relating to that subject matter.

## 20 Governing Law and Dispute Resolution

These Terms shall be governed by and construed in accordance with the laws of England and Wales and the English courts shall have exclusive jurisdiction to settle any dispute arising out of or in connection with these Terms.