

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 Sponsors, Attendees and Providers or hereinafter, the “Participant”, who request admission to SPORTEL Talks New York 2024 held 16 December 2024 at the NEW YORK HILTON MIDTOWN HOTEL, 1335 6th Ave, New York, NY 10019, USA . 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 Talks New York (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. 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. 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, natural disaster or any instance of force majeure, the Organiser will reimburse the total amount of the Participant's registration fees.

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

Participants shall register for their pass or sponsorship package online through the dedicated SPORTEL website and platform.

7. ADVERTISING

The Organiser reserves, the exclusive right to post advertising in the venue, on the 3rd floor, 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 14, 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. Participants shall not, in any manner whatsoever, advertise any establishment that is a member of a regulated profession for which the official organisation prohibits advertising.

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. SET-UP, INSTALLATION AND DECORATION

Sponsors can set up their marketing collateral on 16 December 2024 from 11:30AM onwards.

FINANCIAL TERMS AND CONDITIONS APPLICABLE TO PARTICIPATION

11. TERMS OF PAYMENT

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

- Payments are only accepted by credit card in the Euro currency.
- 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 you immediate access to SPORTEL Connect Networking Tool from 21 November 2024.

12. 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.

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

13. CANCELLATION / SUBSTITUTION

13.1. Cancellation of Participation

Cancellation deadline for sponsors is Wednesday 6 November 2024, 23:59 CET

Cancellation deadline for attendees is Wednesday 20 November 2024, 23:59 CET.

Any cancellation notification must be received in writing. If a Participant has not paid the Sponsorship and registration fee after Cancellation Deadline, the Participant expressly agrees to pay the Organiser, 100% of the Sponsorship and registration fee. Otherwise, article 12 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.

13.2. 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 Sponsorship fee or Attendee pass (see 13.3 and 13.4) is refunded, after the event but an administrative fee remains due to the Organiser. For additional products and services or orders placed by the Participant that have already been committed by SPORTEL, the amount of the Sponsorship and said order(s) will remain due by the Participant

13.3. Sponsorship cancellation

- **By 6 November 2024, 23:59CET** at the latest:
 - 70% of the total Sponsorship fee will be refunded to the Participant, scheduled after the Event.
 - 30% of the total Sponsorship 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 6 November 2024, 23:59CET:**
 - 100% of the total Sponsorship 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 Sponsorship fee will be refunded to the Participant, scheduled after the Event.
 - 30% of the total Sponsorship 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:
 - For services orders placed by the Participant which have already been committed by SPORTEL, the amount of the 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.

13.4. Attendee Pass cancellation

- **By 20 November 2024, 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 20 November 2024, 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.

13.5. Additional products cancellation

By additional products, the Organiser means products ordered additionally to Sponsorship and/or additional Pass (Sponsor and Attendee) such as onsite advertising, digital advertising, sponsorships. 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.

13.6. Pass substitution

Substitutions (Attendees and Sponsors) are permitted only between employees of the same company.

Substitution deadline is Wednesday **20 November 2024, 23:59 CET**. There is no administrative fee for substitutions made prior to **Wednesday 20 November 2024, 23:59 CET**

However, for each and every substitution received after **Wednesday 20 November, 23:59 CET**, a fee of €50 is applicable. (no VAT applicable)

INTELLECTUAL PROPERTY

14. 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.

14.1. 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 rights holders. Otherwise, Participants risk being liable or being held liable.

14.2. 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.

14.3. 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.

DATA PROTECTION

15. 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, 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

16. INSURANCE

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

17. 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

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

19. 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
- 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.

20. 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.