

# **TERMS AND CONDITIONS: ILMC**

## Definitions in these terms and conditions

“Company” - means International Live Music Conference Limited, registered in England and Wales with company number 3007667.

‘ILMC’ - means the conference organised by Company to take place in March 2018 and includes the ILMC Production Meeting (“IPM”) in relation to all those who apply to attend IPM.

‘Delegate’ - means a person applying to Company to attend ILMC and/or IPM.

‘Registration’ - means the process by which a Delegate is registered.

‘Registration fee’ - means the sum of money paid by the Delegate to reserve a place at ILMC.

The following is a non-exhaustive statement of the Company’s terms and conditions in respect of any application for Registration for ILMC; by submitting any such application (whether or not correct in all respects) every Delegate irrevocably accepts these and all other such terms and conditions of Company irrespective of whether that application is successful.

## 1. Registration

1.1. The Company reserves the right to refuse any application for Registration at any time.

1.2. A place has not been registered for a Delegate until an official confirmation email has been received by the Delegate from the Company, confirming that that Delegate is registered.

1.3. To take advantage of early Delegate rates Registrations should be RECEIVED by the Company no later than 6pm GMT 19 January 2018. All monies for early bird registrations must be received no later than 1st February 2018, 6pm GMT. After this date the rate will be changed to the later registration rate.

1.4. Organisation of travel, accommodation or associated arrangements for a Delegate should not be made or paid for until official confirmation of Registration has been received by the Delegate from the Company.

1.5. No final reservations can be made on behalf of a Delegate (for ILMC and/or particular events at ILMC) until the Company has received in full in cleared funds all of the relevant payment to cover the full cost of the Registration fee and/or events.

1.6. All new Delegates must be nominated by two existing ILMC Delegates that have previously attended the conference on more than one occasion. All new Delegates must be registered no later than 6pm GMT 23 February 2018.

1.7. All pre-registered places must be booked on or before 6pm GMT 26 February 2018. Places may be booked in person by previous delegates during the conference weekend, but places will not be guaranteed without pre-Registration.

1.8. Invoices and Globetrotters Guide entries will contain the company name that appears on the Registration form. No changes will be made. Conference passes can display an alternative name. Alternative names should be indicated on the Registration form in the section entitled ‘Conference Pass’.

1.9. No changes to delegates details to be published on the ILMC website or in the Globetrotters Guide or IPM brochure will be accepted after 6pm GMT 16 February 2018.

1.10. Visas are the responsibility of the attending delegates and letters of invitation are not issued by ILMC.

1.11. Ticketing services, including all electronic credit card transactions for ILMC and all related ILMC events are provided by Eventbrite, Inc., a Delaware corporation, with its principal place of business at 155 5th Street, Floor 7, San Francisco, CA 94103, Reg. No. 4742147 (“Eventbrite US”).

1.12. Tickets or entry passes are not issued until Delegates arrive at ILMC. Confirmation of a formal place will be in the form of an email AND invoice, sent electronically. Upon receipt of an online Registration, the registrant will receive an automated email confirming that Company has received the application but this does NOT constitute a confirmed Registration.

1.13. The Company will make no refunds if cancellations are received AFTER 6pm GMT 14 February 2018. Any cancellations of delegate places prior to that date will receive a refund of the total paid minus £50 (including VAT) cancellation fee to cover administration costs. Cancellations of events will be refunded less 12.5%.

1.14. New Delegates (ILMC only) who incorrectly register and pay the Registration fee prior to receiving official confirmation that they have been accepted to attend ILMC, will be charged a £50 administration fee, that will be deducted only if they subsequently register.

1.15. All transactions are carried out in pounds sterling.

1.16. All monies received are deemed to include UK VAT at the applicable rate (presently a rate of 20%).

1.17. Reservations for ILMC are non-transferable. Without limiting access to non-exclusive hotel areas for Delegates, and for family members and guests of Delegates who are accommodated during ILMC/IPM by the Royal Garden Hotel (**Hotel**). Delegates shall not permit, bring or send any guest, family member or other third party (whether or not accompanied by the Delegate) to areas used exclusively for ILMC or IPM at the Hotel, or to any other premises that are used exclusively by Company during and in connection with ILMC or IPM, nor seek to provide access to such areas or premises except for any such persons who are also registered Delegates.

## 2. Website Advertising

2.1 All advertisements are subject to IQ review and approval. Advertising on the IQ website does not guarantee or endorse product, service or company claims made in advertisements.

2.2 Placing of digital advertising or hyperlink adjacent to editorial content on the same topic is prohibited. IQ reserves the right to approve such links.

2.3 IQ does not assume any responsibility for any material contained on the website to which an advertisement is linked.

2.4 IQ reserves the right to cancel or decline advertising or discontinue posting any advertisement if technical issues, or fraudulent and misrepresentative content are discovered. We reserve the right to decline any link to or from the IQ website that is deemed unacceptable.

2.5 Advertisers are responsible for all advertising content. Advertiser agrees to hold IQ harmless against any third party claim as a result of an advertiser's content.

2.6 Advertiser agrees to indemnify IQ for any or all of damages owed to any third party and for the fees and costs arising from any dispute.

## 3. Cancellation and Refunds

3.1. If an application from a Delegate to cancel his/her registration is received by the Company before 6pm GMT 14 February 2018, a refund will be given, minus a £50 processing fee. Cancellations of events will be refunded less 12.5%.

3.2. No refunds will be given after 6pm GMT 14 February 2018.

3.3. Cancelled registrations cannot be transferred to a future conference.

3.4. Applications for refunds must be RECEIVED in writing within the published deadline for cancellation stated above.

## 4. Delegate Passes

4.1. Delegate passes must be worn for ILMC at all times whilst in the Royal Garden Hotel, throughout the ILMC weekend.

4.2. Admission to ILMC will be refused to anyone unable to provide an official Delegate pass.

4.3. Lost or misplaced Delegate passes will only be replaced at the absolute discretion of the Company, potentially at the full cost of registration.

## 5. Events

5.1. If a Delegate has paid for and is unable to attend a pre-booked dinner event, a refund will only be given if the Company is able to resell the ticket(s) purchased for that event. (Gala Dinner only)

## 6. Accommodation

6.1. A limited number of rooms are available during the ILMC weekend at the Hotel, which may be booked through The Tour Company. It is the Delegates' responsibility to organise their own accommodation. The Company will not be responsible for any act or omission of The Tour Company.

6.2. Accommodation at the Hotel is for ILMC Delegates only during ILMC.

## 7. Personal Effects

7.1. The Company and the Hotel cannot take responsibility for the loss or damage of Delegate's personal effects. The Company recommends that each Delegate arrange appropriate personal insurance cover. Due care and attention are advised at all times.

## 8. Liability

8.1. The Company's insurance of ILMC covers public liability claims where the Company is held to be liable.

## 9. Health and Safety

9.1. All Delegates must familiarise themselves with the fire regulations in operation and the location of nearest fire exits whilst in the Hotel. Copies of fire safety documentation are provided in guest rooms, suites and throughout the Hotel.

## 10. Conduct

10.1. Delegates and their guests must conduct themselves at ILMC in a responsible manner with due consideration to their fellow delegates, ILMC and Hotel staff.

10.2. Filming or recording by Delegates of any sessions, panels or entertainment organised by or connected with ILMC is strictly forbidden. Delegates must not make or arrange to be made any film or recording in sound or sound and vision at ILMC and will deliver up to Company or its representatives immediately upon request by any of them all such films or recordings and any copies thereof which may be in a Delegate's ownership possession or control. Delegates will not introduce to any session, panel or other event organised for ILMC any copyright material which is the property of any third party except by prior written agreement of an authorised representative of Company.

10.3. By applying for Registration every Delegate irrevocably grants to Company and its authorised representatives permission to make, use and exploit as Company sees fit and free of any payment any photograph, sound or video recording or film, including quotations or extracts from any such material and agrees that Company shall be the first owner of any intellectual property therein.

## 11. Delegate List

11.1. All Delegates registering for ILMC will have their full name, company name and contact details published both on the Company's ILMC website and in the ILMC publication 'The Globetrotters Guide' UNLESS Delegates indicate otherwise by ticking the relevant box on the Registration Form.

11.2. Delegate details may not be included in 'The Globetrotters Guide' if the relevant application for Registration is received any later than 6pm GMT 16 February 2018.

12. Prizes

12.1. The Company takes no responsibility for the fulfilment of gifts or prizes offered by third parties during ILMC.

13. Leaflet Table

13.1. Inclusion in the Leaflet Table scheme is not guaranteed until an official document of confirmation of successful Registration is issued by the Company.

13.2. Places on the Leaflet Table must be pre-booked.