

## Awards Tables & Awards Entries

Thank you for choosing WHL to support you and your business.

### **1. How your Agreement with WHL works**

1. Your Agreement with WHL is made up of the relevant Order Form, these General Terms of Business and the specific Terms and Conditions applicable to the services and products that WHL has agreed to provide to you. The services and products covered by each individual set of Terms and Conditions are described at the beginning of that document.
2. To the extent that there is any conflict between these General Terms of Business and a specific set of Terms and Conditions, the relevant Terms and Conditions will prevail.
3. This Agreement is a contract between the client organisation or individual identified as such in the order form for the relevant WHL products and services ('Order Form') and Wilmington Healthcare Ltd a company incorporated in England and Wales under number 02530185 whose registered office is at 5th Floor, 10 Whitechapel High Street, London E1 8QS ('WHL').

### **2. General Terms of Business – Boilerplate Terms**

1. This Agreement is governed by English law and the courts of England will have exclusive jurisdiction to settle any disputes arising out of or in connection with this Agreement.
2. WHL reserves the right to revise these General Terms of Business or any specific set of Terms and Conditions at any time by posting an update on its principal website. It is your responsibility to check that website from time to time and to review the most up-to-date version of these General Terms of Business and the relevant Terms and Conditions.
3. The documents comprising this Agreement (together with any documents referred to therein or required to be entered into thereunder) contain the entire agreement and understanding between us and supersede all prior agreements, understandings or arrangements (both written and oral) relating to the subject matter of this Agreement and any such document.
4. These General Terms of Business and the relevant set of Terms and Conditions apply to the exclusion of all other terms and conditions (including any which you purport to apply under any purchase order, confirmation of order, specification or other document).
5. Notices required under this Agreement will be sent by email to the relevant party's address on the Order Confirmation or as otherwise agreed in writing for such purpose. Notice by email is deemed effective three hours from transmission. WHL may also give notice to you via the relevant brand website and such notice is deemed effective at the time at which it appears on the relevant website.
6. You acknowledge and agree that communication with us may be electronic. We may contact you by email or provide you with information by posting on our main website or one of our brand's websites. You agree to this electronic means of communication and you acknowledge that any communications that we send to you electronically comply with any legal or contractual requirement that such communication be made in writing.
7. You acknowledge that in contracting with us you have not relied on, and will have no remedy in respect of, any statement, representation, warranty, understanding, promise or assurance (whether negligently or innocently made) of any person other than as expressly set out in these Terms of Business.
8. Nothing in this Agreement will require WHL to do or omit to do anything which would contravene any applicable laws or regulations.
9. You may not assign, sub-license, subcontract or otherwise transfer to any third party (including any company within your corporate group, if applicable) any of your rights or obligations under this Agreement. We may assign, sub-license, subcontract or otherwise transfer to any third party (including any company within our corporate group) any of our

rights or obligations under this Agreement at any time and without notice.

10. In the event that any provision of this Agreement is held to be invalid or unenforceable, the remainder of this Agreement will remain valid and enforceable.

11. Termination or expiration of the contract between us will not affect the continuance in force of any provision of this Agreement which is expressly or by implication intended to survive termination.

12. You will indemnify and hold harmless WHL and its employees, agents, officers, directors and other representatives from and against all costs, losses, liabilities and expenses which any of the foregoing may suffer or incur arising out of or in connection with your breach of this Agreement.

13. Nothing in this Agreement will operate to exclude or limit WHL's liability for death or personal injury caused by the negligence of WHL or its employees or subcontractors, for any fraudulent misrepresentation by any of the foregoing or for any other liability which cannot be excluded or restricted by law. Subject to the foregoing, WHL will not be liable to you under or in connection with this Agreement for any loss of profits, loss of or damage to data, loss of anticipated savings or interest, loss of revenue or loss of or damage to goodwill or for any indirect, special, economic or consequential damages, claims, losses or expenses of any kind.

14. WHL will have no liability to you for any failure or delay in performing any obligation under this Agreement as a result of any event beyond its or its subcontractors' reasonable control.

15. Where this Agreement uses the words 'include' and 'including', these are illustrative and not limiting.

16. WHL has the right to announce our business relationship with you publicly, including by announcements on social media.

17. We will use any personal information provided by you in relation to your authorised users in accordance with WHL's Privacy Policy

### **3. Anti-Bribery and Sanctions**

1. You warrant that you will:

1. comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010;
2. comply with such of our codes of conduct and anti-bribery and anti-corruption policies as are notified to you from time to time; and
3. promptly notify us of any request or demand for any undue financial or other advantage of any kind received by or on behalf of you in connection with these Subscription Terms and Conditions.

2. WHL is part of an enlarged corporate group which pledges to trade legally and respect all laws including the Trade Sanctions imposed by EU and US Governments. We operate a Group Sanctions Policy which means that we cannot accept subscriptions from individuals or organisations based or residing in, or connected with, a country or organisation which is subject to EU or US Government sanctions. WHL reserves the right to refuse to accept an order from any such person or organisation.

3. Notwithstanding anything else in this Agreement, breach by you of the foregoing Anti-Bribery and Sanctions provisions will be deemed a material breach of this Agreement.

### **Award Tables – Terms of Business**

When you apply to book a table or tables at an event which is run by WHL, your agreement will be subject to the general terms and conditions (General Terms of Business) above and the terms and conditions below ('Table Booking Terms and Conditions').

## **Table Bookings Terms of Business**

### **1. Scope of these Table Booking Terms and Conditions**

1. These Table Booking Terms and Conditions govern your application to make bookings for tables at the Event (as defined on the relevant booking form, which for the purposes of this Agreement will be deemed to be the Order Form).
2. The Event is run by WHL.

### **2. Applying for a Table Booking**

1. You may apply for an individual place at an Event table for yourself, or and you may apply for an individual place at an Event table for someone else, or you may apply for a whole table or multiple tables at an Event. You will ensure that each individual who attends the Event under your booking is aware of, agrees to be bound by and complies with these Table Booking Terms and Conditions. You will be liable for the failure by any such other individual to comply with these Table Booking Terms and Conditions as if it had been your failure.
2. Your application to book tables at the Event is subject to availability and to you making full payment (where relevant).
3. You should submit booking requests for Event table places either online or through the WHL's Event sales team.

### **3. Confirmation of Registration**

1. We will send you confirmation or rejection of your application to book table places at the Event as soon as reasonably practicable following our receipt of your application.
2. No table booking is guaranteed until you receive a confirmation email or an Order Form for the relevant table booking from us.

### **4. Payment**

1. Payment must be made, or authorisation to deduct payment given, at the time a booking request is submitted.
2. Payment may be made by either bank transfer or credit or debit card. We accept the following credit and debit cards: Visa; MasterCard; and American Express.
3. If you wish to pay by bank transfer, please use the bank account details provided by us on request. You are responsible for paying all bank charges. If bank charges are not paid by you, your table booking application may be rejected. A payment description should be included with your payment which references your name or your company name (as appropriate). Once the transfer has been made you will need to scan and email proof of payment/bank transfer confirmation, quoting your company name, in order to complete your table booking.
4. If we agree to invoice instead, you will pay our invoice within 21 days of receipt (which will be deemed immediate if an invoice is sent electronically or two business days if sent by post). If no payment is made after 21 days WHL reserves the right to suspend the subscription services until we are in receipt of cleared funds. You will remain liable for the full amount on the invoice.
5. Where your booking request is rejected, we will process any refund due to you within 30 days of informing you of such rejection.
6. Except as set out in clause 6, no refunds are available once an order has been placed for table booking or individual place booking at an Event.

### **5. Substitutions**

1. If you or individual guests at your table are unable to attend the Event, we welcome substitute guests at no extra cost provided that we have at least 2 (two) days' prior notice of the name of the proposed substitute and we have received payment in full. Please notify us of any substitutions by email at: [events@wilmingtonhealthcare.com](mailto:events@wilmingtonhealthcare.com).
2. Subject to clause 5(1) above, your booking is personal to you and will only entitle you and your named guests (as appropriate) to attend the Event. Other than as set out in clause 5(1) above you are expressly prohibited from selling, or in any other way transferring, your table

booking whether in whole or part and whether in exchange for payment or otherwise, to any third party. We reserve the right to cancel your booking without refund if you breach this clause 5(2).

#### **6. Changes to the Event and Cancellations**

1. It may be necessary for reasons beyond our control to alter the advertised content, timing or location of the Conference or the advertised speakers. We reserve the right to do this at any time without penalty or liability to you.

Where we alter the time or location of the conference, we will notify you as soon as reasonably practicable after the alteration has been confirmed. In that event, you will be deemed to have accepted the altered timing, location or content. If, in exceptional circumstances WHL have to cancel an event for any reason, a full refund shall be issued.

2. If a guest is unable to attend an event, the space can be transferred to another guest at any time up to 2 (two) days prior to the event date.

3. We will have no obligation to refund any amounts paid in respect of any cancellations by you that are less than 3 months' notice or any non-attendance on the day of the event. If prepayment has not been received for this event at the point of cancellation, or non-attendance, and the cancellation is made with less than 3 (three) months' notice, an invoice will be raised and full payment will be due in line with the payment terms set out in this agreement.

4. For cancellations by you that are made with more than 3 (three) months' notice, a full refund will be issued.

#### **7. Event Content: Ownership and Use**

1. All rights in all presentations, documentation and materials published or otherwise made available as part of the Event (including documentation packs or audio or audio-visual recording of the Event) ("Content") are owned by us or are included with the permission of the owner of the rights. You may not photograph, film, record, republish or broadcast any of the Content.

2. During the course of the Event, you may be recorded in a variety of media including still photography and audio. You consent to being recorded in any media and agree that WHL may use any such recording for any purpose connected to the Event without your prior approval and with no obligation to compensate you for that use. WHL may write reports on the Event including as the basis for articles to be included in any of WHL's publications in digital or written format. WHL may produce articles regarding the Event which name and quote particular guests and you consent to being named and quoted in any such article.

3. You may use and store the Content for the sole purpose of keeping a record of the Event for your own internal business purposes. You may not distribute, reproduce, modify, transfer or in any other way use any of the Content.

4. Nothing in these Table Booking Terms and Conditions permits you to, and you agree that you will not:

1. upload any Content into any shared system;
2. include any Content in a database;
3. include any Content in a website or on any intranet;
4. transmit, re-circulate or otherwise make available any Content to anyone else;
5. make any commercial use of the Content whatsoever; or
6. use Content in any way that might infringe third party rights or that may bring WHL or any of our affiliates into disrepute.

#### **8. Content Disclaimers**

1. You acknowledge that the Content does not necessarily reflect our views or opinions.

2. You should not rely on suggestions or advice contained in the Content in place of professional or other advice.

3. Whilst we take reasonable care to ensure that Content which is created by us is accurate and complete, some Content is supplied by third parties and we are unable to check its accuracy or completeness. You should verify the accuracy of any information (whether created by us or third parties) before relying on it.
4. The Content is provided on an 'as is' basis without any warranties of any kind, express or implied.
5. To the extent that any Content is made available by us online, we reserve the right to suspend or remove access to such Content at any time.
6. WHL excludes to the fullest extent permitted by law all liabilities costs, claims, damages, losses and expenses arising from any inaccuracy or omission in the Content or arising from any infringing, defamatory or otherwise unlawful material in the Content.

## **9. Liability**

1. Subject paragraph 2(13) of the General Terms of Business, WHL's aggregate liability to you in respect of all losses, liabilities or damage suffered by you arising out of or in connection with these Table Booking Terms or Conditions, howsoever arising and whether in contract, negligence or other tortious action or otherwise, will not exceed the value of sums paid in respect of the relevant table booking.
2. You will ensure that we, our staff and our affiliates will not suffer or incur any loss, costs, claims or expenses of any kind arising from or in connection with any act or omission by you (including your guests) during or otherwise in relation to an Event.

## **GDPR**

This clause sets out the responsibilities of HSJ ('the Provider'), and the Customer in relation to the General Data Protection Regulation and any other applicable data protection law (Data Protection Law). Any terms or words defined in Data Protection Law and used in this clause relating to personal data shall have the meaning set out in Data Protection Law. Where the Provider processes any personal data in relation to services or products covers by these Terms and Conditions, it does so as a data controller on its own behalf (including in order to comply with its obligations and exercise its rights under this agreement), and shall comply with Data Protection Law in respect of such processing. Where the Customer provides any personal data in relation to this agreement, it warrants that it does so in compliance with Data Protection Law and that the Provider may, under Data Protection Law, process such data as required or anticipated by this agreement, and the Customer shall be responsible for any costs, losses or expenses the Provider incurs or suffers as a result of breach of such warranty.

## **Awards Entries - Terms of Business**

When you apply to enter into a competition for an award in recognition of a particular achievement run by WHL (an 'Award'), your agreement will be subject to the general terms and conditions (General Terms of Business) above and the terms and conditions below ('Awards Entries Terms and Conditions').

### **Awards Entries Terms of Business**

#### **1. Scope of these Awards Entries Terms and Conditions**

1. These Awards Entries Terms and Conditions govern your application for entry into the Awards (as defined on the relevant entry form, which for the purposes of this Agreement will be deemed to be the Order Form).
2. The Awards are organised by WHL.
3. WHL will publish entry criteria for each Award and will make those entry criteria available on the relevant WHL-operated website.

## **2. Awards Entries**

1. Awards entrants must be at least 16 years of age at the date of entry and must comply with any further age or eligibility requirements set out in the entry criteria. WHL may demand proof of compliance with eligibility requirements from entrants.
2. Employees and agents of WHL and its group companies and family members of those employees and agents may not enter into the Awards. Otherwise, entry into the Awards is open to all organisations and individuals which meet the entry criteria.
3. Only one entry per organisation or individual (as appropriate) is permitted, unless otherwise specified in the entry criteria.
4. All entries must be submitted in English, submitted online, and comply with the entry criteria.
5. All entries must be received by WHL by the date specified in the entry criteria.
6. WHL accepts no responsibility or liability for any lost or incomplete entries and all such entries will be deemed invalid. Proof of dispatch will not be considered proof of receipt.
7. WHL will review all entries correctly submitted by the relevant date and will compile a shortlist of entries. WHL will notify shortlisted entrants by the date specified in the entry criteria.
8. WHL will not return entries to entrants, unless otherwise specified in the entry criteria.
9. WHL may, at its sole discretion and without notice or liability to any entrants, alter any aspect of or cancel the Awards
10. Payment of the applicable fee must be made at the time of submitting an award entry. If it has been agreed that payment can be made after submitting an award entry, payment must be paid by the due date on the invoice. Regardless of the outcome of the nomination, the fee is still payable.

## **3. Judging**

1. The Awards will be judged by a panel of independent judges.
2. The judges reserve the right to re-classify or reject any entry that does not comply with the entry criteria or with these Awards Entries Terms and Conditions.
3. No feedback will be given on individual entries.
4. In all matters, the decision of the judges will be final and no correspondence or discussion will be entered into.

## **4. Awards Ceremony**

1. WHL will provide all entrants with details of the Awards ceremony at which the Awards winners will be announced.
2. WHL will contact all shortlisted organisations in advance of the Awards ceremony to offer those organisations the opportunity to book tickets to attend the Awards ceremony. WHL does not provide free attendance to the Awards ceremony for shortlisted organisations. Any table booking at the Awards ceremony will be subject to WHL's Table Booking Terms and Conditions.

## **5. WHL's Use of Awards Entries**

1. WHL may use all entries into Awards in furtherance of WHL's business purposes, including within publicity and marketing for the Awards and the Awards ceremony and as part of a database within WHL's websites and products. By entering into the Awards, entrants agree to such use without restriction or condition.
2. WHL may edit or amend Awards entries as it sees fit for the purposes set out above.
3. By entering into the Awards, entrants agree to take part in any promotional activity requested by WHL and to the relevant individual or organisations name and photograph being published for the purposes of the Awards and the Awards ceremony and for WHL's business purposes.

## **6. Changes to the Event and Cancellations**

1. It may be necessary for reasons beyond our control to alter the advertised content, timing or location of the Conference or the advertised speakers. We reserve the right to do this at any time without penalty or liability to you.

Where we alter the time or location of the conference, we will notify you as soon as reasonably practicable after the alteration has been confirmed. In that event, you will be deemed to have accepted the altered timing, location or content. If, in exceptional circumstances WHL have to cancel an event for any reason, a full refund shall be issued.

2. If a guest is unable to attend an event, the space can be transferred to another guest at any time up to 2 (two) days prior to the event date.

3. We will have no obligation to refund any amounts paid in respect of any cancellations by you that are less than 3 months' notice or any non-attendance on the day of the event. If prepayment has not been received for this event at the point of cancellation, or non-attendance, and the cancellation is made with less than 3 (three) months' notice, an invoice will be raised and full payment will be due in line with the payment terms set out in this agreement.

4. For cancellations by you that are made with more than 3 (three) months' notice, a full refund will be issued.

## **7. Liability**

1. Subject to paragraph 2(13) of the General Terms of Business, WHL's aggregate liability to you in respect of all losses, liabilities or damage suffered by you arising out of or in connection with these Awards Entries Terms and Conditions, howsoever arising and whether in contract, negligence or other tortious action or otherwise, will not exceed the value of sums paid in respect of the relevant table booking.

2. You will ensure that we, our staff and our affiliates will not suffer or incur any loss, costs, claims or expenses of any kind arising from or in connection with any act or omission by you (including your guests) during or otherwise in relation to your entry into or participation in the Awards.

## **GDPR**

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