

## STANDARD TERMS AND CONDITIONS

### Date and Venue:

**For US venues**, you will be expected to arrive one day prior to the start date of the Exchange as listed on the brochure, in order to attend the Welcome and Industry Overview briefing which is usually held on the start date. US Exchanges will usually conclude at lunchtime on the final day listed. Please check your brochure.

**For UK venues**, please check your brochure to time your arrival in order to attend the Welcome and Industry Overview briefing. This is usually held the evening prior to the start of the first full day of sessions. UK Exchanges will usually conclude at the end of the last day at approximately 17.00/5pm.

**For events held in other locations or in more than one city, or if we are designing an individual schedule for you**, please refer to the dates in the brochure or individual written agreement with you or your company and discuss with the MediaXchange London office if any clarification is needed.

### Visas:

Participants are responsible for their own travel visa requirements.

### Fees & Payment Terms:

**Fees:** The total fee for the Exchange, Event or individual schedule is listed on the Exchange Brochure, Event materials or individual written agreement with you or your company. It will also note if a deposit is required. If you are taking advantage of one of our occasional, limited time, special offers, then you will need to pay in line with the offer conditions.

**Deposit:** When a deposit is required, the amount of US\$1,450 per person for US Exchanges, or £1000 per person for all other Exchanges, will be due as per the Payment Terms below unless alternative payment terms have been agreed in writing or as part of an individual agreement.

**Payment Terms:** Payment of the Deposit or the full Fee must be made at the time of registration as follows:

Payment of a deposit to secure your place can be made up to the date which is 12 calendar weeks prior to the start date of an Exchange. Payment of the deposit by direct bank wire transfer is preferred. Any deposit payments made by credit card will incur an unavoidable, additional 5% extra service charge to cover the cost of the credit card transaction. To comply with financial data regulations regarding credit cards, a MediaXchange representative will arrange to call you to request the credit card information to process the payment of the deposit. We will not keep any record of your credit card information after this transaction is processed.

Once the date 12 calendar weeks prior to the start date of an Exchange has been reached, payment of the total Exchange fee, or settlement of the remaining balance of the fee, must be made in full immediately by direct bank wire transfer to the MediaXchange account details listed in the invoice.

**Late Payment:** Under the late payment commercial debts (Interest) Act 1998, we are entitled to charge interest on late payments at a rate of equivalent to 8% above the Bank of England base rate from the date our terms elapse.

If full payment (or proof of wire transfer) is not received by the date which is 12 calendar weeks prior to the start of the Exchange, then either your credit card will be charged for the outstanding amount, plus a 5% charge to cover the cost of the credit card transaction, or you will be notified that payment must be made immediately in order to avoid cancellation of your participation in the Exchange and for MediaXchange to continue to work on and deliver the Exchange on the agreed terms.

**The fee includes:** hotel accommodation, certain meals (when taken with the group and/or hosted by MediaXchange) and the ground transportation between Exchange schedule meetings.

**VAT:** MediaXchange supplies media, management and marketing consultancy services, bespoke MediaXchange Events or Exchanges that take place in the UK or in another country. MediaXchange is a VAT registered company and therefore subject to the laws and regulations applying to the charging of UK VAT. The place of supply and the nature of our client will determine whether or not VAT will be charged. Please include your VAT number in the space provided on the registration form if you are a member of the EU. Our invoice will confirm details of any VAT due.

**Flights:** Participants are responsible for their own flights to the host city of the Exchange, transfer flights between host cities if the Exchange includes more than one city, and ground transport between airport/s and Exchange hotel.

**Extras:** Costs to be considered beyond the fee of the Exchange include meals, hotel charges such as phone calls, wi-fi, personal car parking, laundry and other personal incidentals.

**Additionally**, any parking or traffic violation ticket, fine or penalty, which may be incurred during your Exchange or visit, must be settled by the participant prior to departure. If these costs are not settled and MediaXchange becomes involved in any settlement, then the costs will be invoiced to you, along with a service charge of the higher of £250 or 15% of the amount to cover MediaXchange's costs.

### Confidentiality/Liability:

You agree to keep confidential any Exchange, story or other materials you may be given access to, or which may be discussed, during the course of the Exchange. You agree not to release any information about any of these materials without the prior written approval of the relevant owner and MediaXchange.

Any other information and/or materials you may provide or disclose to MediaXchange or to other third parties during the course of your Exchange will be considered as being released with your consent. Participants will not hold MediaXchange liable for the actions of any third parties regarding released information and/or material.

Any workbooks, viewing materials or links, etc which may be supplied are for the educational and informational purposes of the participant only. Hard copy materials, such as DVDs, provided by MediaXchange or the Exchange hosts/owners must be returned at the end of the Exchange.

### Promotion and Recording Release:

For the purposes of any publicising or recording of the Exchange or Event, and to cover any interviews, social media interaction, etc we may arrange, which may take place prior to, during and after the Exchange or Event, please be aware that your registration and/or attendance will serve as confirmation that MediaXchange will be entitled to use your name and any comments made by you during the course of the Exchange or Event, in materials or online as may be produced by MediaXchange or by third parties authorised by MediaXchange, e.g. for promotion and information in respect of MediaXchange programmes, on online and social media platforms.

### Insurance:

Participants are responsible for their own travel and health insurance which should protect against loss of property, personal injury and medical emergency.

### Cancellation:

If you cancel before the date which is 12 calendar weeks of the start date of the Exchange, MediaXchange will retain the deposit to cover administration costs. If a cancellation is related to a medical emergency or condition, an appropriate formal confirmation, i.e. doctor's letter, will be required.

If you cancel within the 12 calendar weeks prior to the Exchange, the full fee will be forfeited unless the alternatives provided for below are agreed to by MediaXchange:

- i) If a replacement for the same Exchange acceptable to MediaXchange, can be provided by you, the fee will be deemed to cover your replacement. An additional charge of 10% of the fee to cover the extra administration costs will be invoiced to you.
- ii) In the event either the deferral of your place to an Exchange taking place in the same year, or for a replacement acceptable to MediaXchange for an Exchange taking place in the same year, is an alternative acceptable to MediaXchange, an additional charge of 20% of the fee to cover the extra administration costs will be invoiced to you.

### Disclaimer:

As organizer of the Event or Exchange, MediaXchange Ltd. reserves the right to change the dates, content of the programme and any of the speakers as circumstances dictate. In registering or agreeing to a MediaXchange programme, you agree to accept these Terms and Conditions.

**Note:** The description Exchange or Event used in this document is deemed to refer to any of the programmes run by MediaXchange, including but not limited to US Exchanges and others as may be listed and described on the website or in the individual brochure or individual written agreement with you or your company.

*June 14, 2017*

### LONDON OFFICE

1 Noel Street

London W1F 8GA

T +44 (0)20 7734 2310

F +44 (0)20 7287 0096

info@mediaxchange.com

www.mediaxchange.com

Company no. 4332501

