

# **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 February and March 2023 and includes the ‘Green Events & Innovations Conference (GEI)’ and Futures Forum.

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

‘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.

‘Hotel’ – means The Royal Lancaster Hotel, Lancaster Terrace, London W2 2TY, UK.

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 25<sup>th</sup> January 2023. All monies for early bird registrations must be received no later than 1<sup>st</sup> February, 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 24<sup>th</sup> February 2023.

1.7. All pre-registered places must be booked on or before 6pm GMT 24<sup>th</sup> February 2023. Places may be booked in person by previous delegates during the conference, 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 by sending this request to [registration@ilmc.com](mailto:registration@ilmc.com).

1.9. No changes to delegates details published on the ILMC website or in the Globetrotters Guide will be accepted after 6pm GMT 10 February 2023.

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 Ticketmaster UK Limited, 2nd Floor, Regent Arcade House, 19-25 Argyll Street, London W1F 7TS; Company Number 02662632

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. 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 have their registration embargoed until nominations have been received and the registration has been authorised.

1.14. All transactions are carried out in pounds sterling.

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

1.16. 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 by the Royal Lancaster London (**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 at the Hotel, or to any other premises that are used exclusively by Company during and in connection with ILMC, 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 8 February 2023, 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 8 February 2023.

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 (wristbands) must be worn for ILMC at all times whilst in the Royal Lancaster Hotel, throughout the ILMC week.

4.2. Admission to ILMC will be refused to anyone not wearing an official Delegate wristband.

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 week at the Hotel, which may be booked through The Tour Company or the hotel's dedicated ILMC booking site. 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.

6.3 All rooms are subject to a 14-day cancellation policy prior to arrival.

6.4. All rooms are sold excluding VAT and breakfast, unless otherwise stated.

6.5. In order to maintain exclusivity at the hotel, accommodation at ILMC is subject to a two-night minimum stay (Wednesday 1 March and Thursday 2 March). Delegates who book accommodation on both nights and then cancel one night will incur a charge for the cancelled night unless that night can be resold.

## 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 Except in respect of death or personal injury caused by the Company's negligence, the Company shall not by reason of any representation, implied warranty, condition or other term, or any duty at common law or under the terms of this Agreement, be liable for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the Company's servants or agents or otherwise) in connection with the performance of obligations arising under the Agreement or with the use by the Delegate of the services relating to ILMC.

## 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 10 February 2023.

#### 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.

#### 14. Covid

14.1 Your responsibilities. Everyone attending the ILMC venue has a duty to other event attendees and ILMC's staff and contractors and it is your responsibility to ensure that you and, as applicable, your attendees do not attend any event at any ILMC venue if at the time of the applicable event you or any attendee (or any member of your or their household or support bubble) are experiencing any Covid 19 symptoms.

14.2 Conditions of Entry. ILMC reserves the right to impose such new conditions of entry it considers necessary to comply with legal requirements, for example ILMC may at its discretion undertake health screening prior to your attendance at any venue. ILMC shall use all reasonable endeavours to inform you of these conditions in advance and reserves the right, without penalty or liability, to refuse entry or to eject you from any venue if these conditions are not complied with such as social distancing and other legal requirements. ILMC shall not be liable in any way for any illness or loss whatsoever arising from your failure to comply with this obligation. ILMC reserves the right, in its absolute discretion and without penalty or liability, to deny entry to or eject from the venue any person breaching such requirements.

14.4 Customer's right to Cancel. If you are unable to attend ILMC due to being incapacitated with Covid-19, then you may, at ILMC's discretion, be entitled to a refund by providing notice in writing to ILMC that includes reasonable evidence such as a letter from a health professional.

#### **Website User Terms**

15. Our websites are governed by specific terms that are set out on each website ("User Terms"). Such User Terms are an integral part of this Agreement and should be read in conjunction herewith.

15.1 These User Terms apply to websites and products including printed publications operated and/or produced by International Live Music Conference Ltd ('ILMC', 'we' or 'us') from time to time. Use of this website and other sites published by us are conditional upon you

accepting the following terms and conditions. Unless otherwise specified, your acceptance of this User Agreement shall be indicated by your use of and/or registration with any of our websites including [www.iq-mag.net](http://www.iq-mag.net), [www.ilmc.com](http://www.ilmc.com), [www.iff.rocks](http://www.iff.rocks), [www.futuresforum.live](http://www.futuresforum.live), [ipm.live](http://ipm.live) and [www.e3s.world](http://www.e3s.world) or by subscribing to IQ Magazine or any other print publications or product we produce. By using any of our products including this website you are deemed to have accepted these User Terms.

## 16. Information About Us

15.1 This website is operated by International Live Music Conference Ltd, a limited liability company registered in England and Wales under company number 3007667. Our registered company address is Unit 31 Tileyard Studios, Kings Cross, London N7 9AH, UK.

## 17. Use of This Website

17.1 This website is designed for your personal, non-commercial use and you must not use it in any other way without our consent. Except as permitted under applicable law, you must not use, copy, translate, publish, licence or sell this website or any materials or information within it, or the structure, overall style and program code of this website without our consent. If you wish to make a request for consent, please contact [hello@ilmc.com](mailto:hello@ilmc.com).

17.2 We are either the owner or the licensee of the intellectual property rights in the website and the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved. You are responsible for making all arrangements necessary for you to have access to our site (including taking necessary steps to ensure you use up to date anti-virus software). You are also responsible for ensuring that all persons who access the website through your internet connection are aware of these User Terms, and that they comply with them.

## 18. Availability of this Website

18.1 We will endeavour to ensure that this website is available 24 hours per day without any interruptions. However, we reserve the right to make this website unavailable at any time or to restrict access to parts or all of it without notice.

## 19. Accuracy of Information

19.1 Our websites (including this one) and products are general information services. We will endeavour not to make them misleading, but we cannot represent that the information accessible on them or within them is accurate, not-misleading, complete or up to date. The contents of this website and any of our products do not constitute advice and should not be relied on in taking, or refraining from taking, any decision or action.

## 20. Sharing

20.1 Certain services offered on this website allow for the sharing of information you have provided to us, such as your name, company, job title and email address. The information that you share may be seen by other members. We will notify you of any service which allows your information to be shared and who it may be shared with. Where we have made settings available, we will honour the choices you make about who can see your information. We are not obligated to publish any information and can remove it with or without notice.

## 21. Data Protection

21.1 We may use personal information which we hold about you to provide our products and services to you, for credit control and market research purposes and to inform you about our products and services, legal developments and training sessions or events which we believe may be of interest to you. If you do not wish to receive information from us, please email [hello@ilmc.com](mailto:hello@ilmc.com).

21.2 We comply with all applicable Data Protection laws in the UK. You have the right, by written request, to a copy of any personal data which we hold about you. More information about how we may use and keep information about you is contained within our Privacy Policy (<https://www.ilmc.com/index.php/privacy>). The Privacy Policy is incorporated into these User terms.

## 22. Third Party Advertising, Sites and Links

22.1 This website may contain links to third party websites which are controlled and operated by parties other than ILMC. ILMC is not responsible for any content of any linked site

or any link contained in a linked site. The inclusion of any link on the website does not imply endorsement by ILMC, and if you decide to access linked third party websites, you do so at your own risk.

22.2 This website may contain advertising submitted by third parties. Such third parties are solely responsible for the content of such advertising and for ensuring that it complies with all relevant legislation and regulations. We do not accept any responsibility for the content of any third party advertising.

### 23. Your Contributions

23.1 You agree that any information that you provide in connection with, or which forms part of, this website, or information you provide that is published in any of our print publications will be, as far as you are aware, true and accurate and will not infringe any copyright or trade mark, or any right of privacy, publicity or personality or any other right, whether registered or unregistered, of any other nature or any person, or be obscene or libellous or blasphemous or defamatory and you agree to indemnify us against all claims, proceedings, damages, liabilities and costs, including legal costs arising out of your breach of this term.

23.2 In submitting a contribution to us, you grant us a non-exclusive, transferable, perpetual, royalty-free, worldwide licence to copy, use, reproduce, distribute, display, publish, adapt, prepare derivative works of and/or amend any contribution in any format. This licence shall include the right for any user of the website to access and use the contribution.

23.3 We reserve the right, at our sole discretion, to make additions or deletions to, to edit, crop or arrange any contributions prior to publication. We also reserve the right not to publish a contribution in whole or in part or to remove a contribution in whole or in part.

### 24. Distribution of Printed Publications

24.1 Our magazines are distributed in the United Kingdom by Royal Mail and internationally via a mail consolidator and then local postal services. We cannot be held responsible for any failure on the part of these distribution services, once they have taken delivery of our publications.

24.2 We will not be responsible for failure to deliver the magazines if you have supplied us with an incorrect address. We reserve the right to dispose of incorrectly addressed envelopes and their contents without an obligation to refund you or any other person if they are returned to us and despite efforts to contact you we do not receive correct address details.

24.3 Our liability to you in the event of magazines being lost in dispatch shall at our discretion, be limited to replacement of the missing issues, to the extent permitted by law we exclude all other liability to you. Our exclusions of liability shall not apply to any damages arising from death or personal injury caused by our negligence or that of any of our employees or agents. These Terms and Conditions do not and shall not affect your statutory rights as a consumer.

### 25. Complaints

25.1 If you believe that your intellectual property or other rights are being infringed by this website or any of the publications, events or products offered by ILMC, or if you are dissatisfied with any aspect of our service, in the first instance please contact hello@ilmc.com or +44 (0) 203 743 0300.