



Standard Terms and Conditions

November 15, 2018

The description Exchange or Event or programme or meeting schedule 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.

Exchange 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 and for your departure in line with arrangements for the expected final meeting time.

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 review with the MediaXchange London office if any clarification is needed.

Visas: Participants are responsible for their own travel visa requirements.

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 or required terms of payment. 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 to enable

MediaXchange to work on and deliver the Exchange on the agreed terms.

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.

The Fee includes: hotel accommodation, certain meals which may be hosted by MediaXchange for the whole group, 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.

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Participant Expenses

Flights: Participants are responsible for their own flights/transport to the host city of their programme, transfer flights/transport between host cities if the schedule includes more than one city and transfers between airport/station/s and the hotel/location of their programme.

General costs to be considered beyond the fee for the Exchange include most meals, hotel charges such as phone calls, wi-fi, personal car parking, laundry and other personal incidentals.

Confidentiality/Liability

You agree to keep confidential any Exchange, story or other show concepts or materials you may be given access to or which may be discussed during 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 material/s you may provide or disclose to MediaXchange or to other third parties during 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 such released information and/or material/s.

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 and to cover any interview releases, social media interaction/posting, etc. we may arrange, which may take place prior to, during or after the Exchange 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, whether 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, cancellation, personal injury and medical emergency.

Cancellation

If you cancel before the date which is 12 calendar weeks before the start date of the Exchange, MediaXchange will retain the deposit, or other fees as may be detailed in any individual written agreement with you or your company, 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 exceptional event that MediaXchange agrees either to the deferral of your place to an Exchange taking place in the same year, or for a substitute acceptable to MediaXchange taking that place in an Exchange in the same year, an additional charge of 20% of the fee to cover the extra administration costs will be invoiced to you.

Data Protection

All personal information that MediaXchange may use will be collected, processed, and held in accordance with the provisions of EU Regulation 2016/679 General Data Protection Regulation ("GDPR") and the Participants rights under the GDPR.

For complete details of MediaXchange's collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of the Participant's rights and how to exercise them, and personal data sharing (where applicable), please refer to MediaXchange's Data Protection Policy for Data Subjects, which is available upon request from MediaXchange's Data Protection Officer.

Disclaimer

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

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