



## MEDIAXCHANGE VIRTUAL WORKSHOPS - TERMS AND CONDITIONS - January 2021

The description Virtual Workshop as used in this document is deemed to refer to any of the online or webinar programmes or events run by MediaXchange Ltd, including but not limited to any which may be listed and described on the website or in an individual brochure or individual written agreement with you or your company.

These Terms and Conditions are accepted by the participant in conjunction with participant's registration form and their attendance of the Workshop. Words signifying the singular will include the plural and vice versa.

The headings in these Terms and Conditions are for convenience only and will not affect their interpretation.

### Fees

The total fee for the Virtual Workshop is listed on the Virtual Workshop brochure, event materials or individual written agreement with you or your company. It will also detail the required terms of payment and whether a deposit is required.

If you are taking advantage of one of our occasional 'early bird' or limited time, special offers, then you will need to pay in line with the offer conditions.

- a) Payment of the fee secures your place and confirms your commitment to attend all sessions for the full duration of the Virtual Workshop.
- b) Payment enables MediaXchange to commence work on and deliver the Virtual Workshop on the agreed terms
- c) The fee for Virtual Workshops will be non-refundable and subject only to the cancellation provisions herein.

**Payment Terms for Virtual Workshops:** Payment of the full fee must be made in advance, i.e. at the time of your registration or no later than the date specified on the Virtual Workshop brochure, registration form, event materials or individual written agreement with you or your company.

MediaXchange will provide an invoice detailing the required wire transfer payment instructions.

**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.

**VAT:** MediaXchange supplies media, management, project development and marketing consultancy services, through a range of bespoke Exchanges, events, workshops, master classes, sessions and meeting schedules that may take place in the UK or in another country or online. 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 business of each client or participant will determine whether or not VAT will be charged. Please include your VAT number in the space provided on the registration form, or via written confirmation, if you are a member of the EU. MediaXchange's invoice will confirm details of any VAT due.

### Registration Requirements

The participant will complete the required MediaXchange registration form to provide all details necessary to MediaXchange's processing of their participation and the provision or circulation of any workshop related materials. The participant will provide necessary updates, including but not limited to their contact details, to enable MediaXchange to fulfil their responsibilities. MediaXchange will not be held liable for any failure by the participant to do so and which may result in the participant missing a session or information related to a session.

Your registration fee permits you to access the Virtual Workshop and its content on a streaming-only basis which is intended solely for the purpose of your own personal and professional, educational and non-commercial use.

You acknowledge and agree that the content of the Virtual Workshop may include certain content protected by copyright, patent, trademark, trade secret, intellectual property or other proprietary rights and laws. No right, title, interest or intellectual property shall be transferred to you by your participation.

You agree not to use, record, upload or otherwise distribute the Virtual Workshop, or any part of the content included in the Virtual Workshop, for any public or otherwise shared performance or commercial gain.

MediaXchange reserves the right to exclude the participant from participation in the Virtual Workshop, should the participant be in breach of any of the obligations placed upon them in these Terms and Conditions.

### Cancellation

The fee for the Virtual Workshop will be non-refundable. However, if the participant seeks to cancel after having registered and made payment, MediaXchange may, at its sole discretion, offer the following alternatives.

If cancellation is notified prior to the commencement of the Virtual Workshop, the participant may:

- a) be replaced/substituted by a colleague providing the replacement/substitute is acceptable to MediaXchange.
- b) Or the participant may be deferred to such future alternative Virtual Workshop which may be deemed by MediaXchange to be appropriate and applicable to that participant, subject to such Workshop taking place within 4 months of the participant's registration.

In the event the participant elects to cancel their participation in the Virtual Workshop related to a medical emergency or condition, then MediaXchange will require an appropriate, formal written confirmation of the cancellation, i.e. a doctor's letter, and the participant may be deferred to such future alternative Virtual Workshop as may be deemed by MediaXchange to be appropriate and applicable to that participant.

If the participant drops out during the period of the Workshop or if any of the above provisions cannot be met, your registration will be deemed cancelled and MediaXchange shall retain the full fee as forfeit to cover our related administration costs.

### Technical Requirements

It is acknowledged and agreed that the technical transmission of the Virtual Workshop content, including any content that may be provided by the participant, may involve transmission over various third party video conferencing and webinar delivery services and devices and may need to be changed to conform and adapt to the technical requirements of those delivery services or devices.

It is the responsibility of the participant to ensure they meet the requirements for a stable connection to such third party video conferencing and webinar delivery service or device as MediaXchange will advise is to be used for the Virtual Workshop. This includes, but is not limited to appropriate hardware, software, network connection and bandwidth.

### Password and Security

Once registered, you will be notified of the details of the third party video conferencing and webinar delivery service which will be providing the Virtual Workshop. MediaXchange's use of such delivery service is neither an endorsement nor a recommendation of such delivery service.

It is the participant's responsibility to ensure that their username and password remains confidential and secure and you will remain fully responsible for any and all activities that occur under your username and password, including ensuring that you have securely signed off at the end of each session.

The participant may not use any third party's username and password and may not provide a third party with their username and password to access the Virtual Workshop. If you need to change or correct your username and password or notify us of any unauthorised use or other breach of security please notify us immediately.

In the event you may elect to use one of your social media network accounts (such as Facebook) to register or enable you to access or log in to the third party video conferencing and webinar delivery service which will be providing the Virtual Workshop, you should be aware that the social media network you are using may provide us or the delivery service with



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access to certain information that you have provided to the social media network.

MediaXchange will only use, store and disclose such information in accordance with the Data Protection and Privacy Policy referenced in our Terms and Conditions. MediaXchange shall have no liability or responsibility for the Data Protection and Privacy Policy practices of either the delivery service or any of the social media networks or any other third parties that may be involved when you release such information to them, including any damage or loss caused or alleged to be caused by any connection made such by third party networks and services.

### Confidentiality

You agree to keep confidential any materials relating to or which may be shared during the Virtual Workshop by MediaXchange or by its speakers or experts and fellow participants. This includes, but not by way of limitation, any story or other show concepts or any materials or information supplied by third parties which you may be given access to or that may be shared or discussed during the Virtual Workshop. You agree not to release such information or materials either during or after the completion of the Virtual Workshop without the prior written approval of the relevant owner and MediaXchange.

Any information and/or material/s you may provide or disclose to MediaXchange or to other third parties during your Virtual Workshop will be considered as being released at your discretion and therefore with your consent. The participant 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 or information shared will be for the educational and informational purposes of the participant only in relation to the Virtual Workshop which the participant will be attending.

Recording of the Virtual Workshop sessions, whether in whole or in part, or in any form, is not permitted.

### Liability, including Third Party Content, Links and Resources

In the event that the participant submits any materials to the Virtual Workshop, the participant represents and warrants that they own all right, title and interest in and to such content, including, without limitation, all copyrights and rights of publicity contained therein, and that the participant has all required rights to post or transmit such content or other materials without violation of any third-party rights.

MediaXchange's delivery service providing the online connection to the Virtual Workshop and other third parties may offer the participant links or access to third party sites or online resources. As MediaXchange will not be in control of any such offer, site or resource, MediaXchange will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused to the participant, or any claim the participant may make, in respect of such parties, offers, sites or resources.

In any event, MediaXchange will not be liable in any way for any content or materials of any third parties including, but not limited to, for any errors or omissions in any content, or for any loss or damage of any kind incurred as a result of the use of any such content or materials.

It is acknowledged and agreed however that MediaXchange may be required by law to disclose content from the Virtual Workshop if it is judged reasonably necessary to:

- a) respond to claims that any content violates the rights of third parties;
- b) comply with legal process, applicable laws or government requests;
- c) enforce the Terms and Conditions.

MediaXchange will not be held liable for any loss or damage suffered by the participant, as a result of any negligence or breach of these Terms and Conditions.

MediaXchange will not be held liable for any third party claim against the

participant for breach of these Terms and Conditions.

### Original ideas developed as part of a Virtual Workshop exercise

Any and all ideas, concepts, and materials ("the Workshop Project/s") which may originate from, and may be developed within, any of the group exercises which take place during the period of a Virtual Workshop will be considered as being under the equal ownership of all the participants involved in the group exercise. The continued development of said Workshop Project/s outside of or following the conclusion of the Workshop period will, at all times, be dependent upon the interested party/parties reaching agreement with all the participants of the group involved in a Workshop Project/s' conception and development. For the avoidance of doubt, if such agreement is not reached, then said Workshop Project/s will not be available for any participant to claim ownership, to further develop or to exploit or share with third parties.

### Viewing Material and Subject Matter

MediaXchange does not hold responsibility for participants response or reaction to featured viewing material. All materials are selected by experienced professionals to demonstrate theoretical principles. Participants should assume that they will be exposed to a board subject matter and some clips may contain graphic or distressing content.

### Indemnity

The participant agrees to indemnify MediaXchange against all claims, costs, proceedings, demands, losses, damages, expenses, including legal costs or liability whatsoever arising directly as a result of any breach, by the participant, of these Terms and Conditions.

### Promotion Release

For the purposes of any publicising or recording of the Virtual Workshop and to cover any interview releases, social media interaction/posting, etc. MediaXchange may arrange, which may take place prior to, during or after the Virtual Workshop, please be aware that your registration and/or attendance and/or participation will serve as confirmation that MediaXchange will be entitled to use your name and any comments made by you during the course of the Virtual Workshop, 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, including on online and social media platforms.

### 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.

### Disclaimers

As organiser of the Virtual Workshop, MediaXchange Ltd. reserves the right to change the dates, content of the Virtual Workshop and any of the speakers as circumstances dictate.

### General

These Terms and Conditions constitute the entire agreement between the participant and MediaXchange.

The participant may be subject to additional terms and conditions which may apply when using the third party delivery service providing the online connection to the Virtual Workshop.

### Image Clearance

The Participant hereby authorizes MediaXchange, irrevocably and irreversibly, and in its sole discretion, the use of his/her image and voice in the capacity as a workshop participant and/or as photographed, as well as his/her name/stage name and company details, with no limit over the number of times during his/her participation in the workshop, by any means available, including but not limited to the right of production, reproduction, release,



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distribution for all purposes, public communication, editing, adaptation, arrangement, sound, synchronization, fixation, publication, inclusion in the database and storage, translation, marketing, display, perform, broadcast, broadcasting, (re) transmission and exploitation of the workshop internationally and / or its derivative works, in any form, vehicle, process or system, such as, as an example, trailers, websites, photo scenes, posters, press-book, EPK's, making of, documentaries and derivatives, advertisements and commercials, publishing script, photo book Event, editing the soundtrack, etc

The Participant acknowledges that his/her image and can be combined or associated with other images, texts and graphics, and it may be further amended or modified for commercial purposes of the Event internationally.

The Participant hereby declares his/her interest in participating in the workshop, and reassures and confirms that no remuneration is due to him/her on the use of his/her voice and/or image in the workshop and other authorizations granted here in. Thus the Participant hereby grants the fullest, general and unrestricted discharge and have nothing to complain about this authorization, in or out of court.

### **Force Majeure**

MediaXchange will not be liable for any failure or delay in performing any obligations under these Terms and Conditions, where the failure or delay is due to a cause beyond the MediaXchange's reasonable control ("Force Majeure"). In that case, the failure or delay will not be a failure or delay contrary to these Terms and Conditions.

### **Severance**

If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Terms and Conditions and the remainder of the provision in question shall not be affected.

### **Law and Jurisdiction**

These Terms and Conditions and the relationship between the participant and MediaXchange (whether contractual or otherwise) shall be governed by, and construed in accordance with English Law.

Any dispute, controversy, proceedings or claim between the parties relating to these Terms and Conditions (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, and Wales.