

ATMOsphere events – Terms & Conditions

1. Interpretations

- 1.1. In this document the following words shall have the following meanings:
- 1.2. “shecco” represents shecco SPRL and all its subsidiaries (shecco Japan and shecco America), its staff, servants and agents.
- 1.3. “Delegate” means any person who has obtained a paid or complimentary conference or event ticket organized by shecco.
- 1.4. “Terms & Conditions” mean the terms and conditions set out in this document and any special terms and conditions agreed in writing.
- 1.5. “Sponsor” is a person, company or organization, who instructs their staff, servants or agents to attend a conference or event organized by shecco where they are provided with exhibition space for promotional material or equipment, or where certain level of visibility has been given to in form of online, print or other materials.
- 1.6. “Speaker” is a person who presents a paper or presentation on a relevant topic of which they have either a special interest, experience or an expertise.

2. Sponsorship

- 2.1. Sponsorship is only confirmed, once the sponsorship agreement has been signed by both shecco and the sponsor organization and has been returned to shecco in a timely manner.
- 2.2. 100% prepayment of the agreed conference sponsorship is required with return of the signed agreement, due to the nature of the service provided. shecco reserves the right to hold off on any promotion, marketing or otherwise mention of the new sponsor, until payment has been received, unless otherwise agreed in writing in advance.
- 2.3. Unless otherwise agreed by both parties in advance, invoices shall be paid in the currency of issue upon receipts of the invoice (general terms for electronic invoices). A 1,00% delay penalty from the invoice amount shall apply in case of non-payment of the invoice after the first 30 days of invoicing. This penalty fee shall increase to 2,00% of the invoice amount for any unpaid invoices after 60 days of non-payment.
- 2.4. Any material which is distributed or promoted at an event organized by shecco must be approved.
- 2.5. Any company, organization or person that is registered as a sponsor is liable to ensure full collaboration with shecco to ensure a smooth organization before, during and after the event. This includes, but is not limited to, the following:
 - 2.5.1. Set up of a sponsor table or stand in a timely manner for the conference, if such is part of the agreed sponsor package. If the allocated table is not set up 60 minutes before the conference commences, shecco reserves the right to allocate this space for other (non-sponsor) purposes.
 - 2.5.2. Timely provision of all relevant marketing items (such as logos, company information, website links, etc.) to enable adequate advertising of the sponsor.
 - 2.5.3. To collaborate with shecco on any questions during the conference planning and run of the event, if such should come up.
 - 2.5.4. To respect shecco’s company procedures and ethics (the promotion of natural refrigerants) and to refrain from promoting anything against the interests of shecco or its partners.
- 2.6. A sponsor or exhibitor takes complete liability of any loss, injury or damage associated or connected to the exhibition at any event organized by shecco.
- 2.7. All equipment and material must be adequately insured by the sponsoring company or organization.

3. Cancellation of sponsorship

- 3.1. Confirmed event sponsors are not eligible for a complimentary refund.
- 3.2. The following cancellation terms shall apply for all confirmed sponsors:
 - 3.2.1. Cancellations received up to 30 days after confirmation of sponsorship – 75% refund
 - 3.2.2. Cancellations received between 31 days after confirmation of sponsorship and up to 91 days before the event – 50% refund
 - 3.2.3. Cancellations received 90 days or less before the event will not be eligible for a refund.
 - 3.2.4. If sponsorship is confirmed and contracted less than 90 days prior to the event, points 3.2.1. and 3.2.2. are void and no refund shall be offered in case of cancellation.
- 3.3. For any sponsorship for other items or services, where pre-payment was due to a third party, no refund can be granted if this results in a financial or other loss to shecco. This includes, but is not limited to, conference app sponsoring, special drinks receptions, podcast recording or similar.

4. Event registration

- 4.1. All staff from sponsors who wish to attend the event, conference, its sessions or the exhibitor space must register as full delegates, unless a specific prior arrangement has been made with shecco.

5. Copyright and Intellectual Property:

- 5.1. Intellectual Property is defined as: patents, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade

secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

- 5.2. By attending the event, shecco is granted a license to use any details for any paper, presentation or similar delivered at a shecco event for later use, including any of the above intellectual property. This includes publishing any data or information presented, free of charge or charged, with consideration to cause no detriment to the source, their views or interests.
- 5.3. By attending the event you also acknowledge and agree to grant shecco the right to record, film, photograph or capture your likeness in any media and to distribute, broadcast, use or otherwise globally to disseminate, in perpetuity, such media without any further approval from you or any payment to you. This grant to shecco includes, but is not limited to, the right to edit such media, the right to use the media alone or together with other information, and the right to allow others to use and/or disseminate the media.
- 5.4. shecco cannot be made liable for any data or information presented at any ATMOSphere event by a third party, whether during a conference session, at a sponsor stand or otherwise. Any dispute coming out of any such information presented by a third party shall be addressed to the presenting party directly; shecco remains the hosting party only and cannot be made responsible for accuracy, validity, timeliness or completeness of any presented information.
- 5.5. Any paper, information or data presented by shecco (its staff, servants or agents) remains the copyright of shecco.

6. Liability

- 6.1. Shecco shall not be liable under any circumstances to the delegate, speaker, exhibitor or any third party for any injury, loss or damage suffered whilst attending an event organized by shecco, whether it is indirect or consequential loss of profit or other loss suffered howsoever caused, as a result of any negligence, breach of contract, misrepresentation or otherwise.

7. Force Majeure

- 7.1. shecco shall not be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including, but not limited to, act of God, lock outs, accidents, war, acts of terror, fire, natural disasters, pandemic illness, strikes, border controls, etc.

8. Terrorism or political unrest

- 8.1. shecco shall not be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances relating to terrorism or political unrest within the country or region where the event is being held.

9. Event changes, postponement or cancellation

- 9.1. It may be necessary for shecco to cancel the event or to alter the advertised content, timing, date, location and/or site layout of the conference or event. shecco reserves the right to do this at any time during the term of this agreement and without liability towards the sponsor for any expenditure, damage or loss incurred by him/her. In the event of such occurrence, shecco will undertake to provide the sponsor with notice of any alterations as soon as is reasonably practicable.

10. Disclaimer

- 10.1. Whilst the organizer shall make every effort to secure a high level of attendance of delegates to the event, for the avoidance of any doubt, no guarantee of delegate numbers can be given and no discounts or refunds are available if delegate numbers do not reach the projected levels.

11. Mediation & Arbitration

- 11.1. In the event a dispute arises between the parties, which they are unable to resolve among themselves, the parties agree to participate in mediation in accordance with and subject to, the official local mediation centres in Belgium, America or Japan, depending which shecco entity has been the contracting partner for the disputed sponsorship, namely shecco SPRL in Europe, shecco America Inc. or shecco Japan KK. For disputes covering more than one region, shecco head office, namely shecco SPRL, is named as the main contracting entity.
- 11.2. The parties agree to share the costs of such mediation.
- 11.3. If the dispute or difference is not settled within 30 days of the submission, unless otherwise agreed in writing, to mediation (unless such period is extended by agreement of the parties), it shall be and is hereby submitted to arbitration in accordance with, and subject to, the UNICITRAL Arbitration Rules. The appointing and administering body shall be the Belgian Center for Arbitration and Mediation. There shall be one arbitrator or mediator, the language of the arbitration or mediation shall be English, the place of the arbitration shall be in Brussels, Belgium.

12. **These Terms and Conditions** shall be governed by and construed in accordance with the law of Belgium.

13. **These Terms and Conditions** are effective from 1 June 2017, latest edited on 1 December 2017.

14. **These Terms and Conditions** are subject to change without notice.