# **SportAccord 2024**

# Birmingham, United Kingdom

# 7-11 April 2024

### **DELEGATE ACCREDITATION - TERMS AND CONDITIONS**

Version January 10, 2024

# 1. INTRODUCTION

- a. The SportAccord World Sport & Business Summit due to take place on 7-11 April 2024 (the "Event") is organised and managed by SportAccord, a company registered in Switzerland (CHE-113.462.623) with a registered address of Maison du Sport International, Avenue de Rhodanie 54, Building D 4th Floor, 1007 Lausanne, Switzerland.
- b. References to "us" means SportAccord and references to "SportAccord", "we" and "our" shall be construed accordingly. Reference to "you" means the entity completing a booking request to attend the Event as a delegate and references to "your" shall be construed accordingly.
- c. Any applications to register to attend the Event as a delegate are made subject to these Terms& Conditions (and they shall apply to the exclusion of any terms that you may seek to impose).

### 2. DELEGATE ACCREDITATION

- a. Each individual who books to attend the Event (a "Delegate"), subject to SportAccord's confirmation of their booking, shall receive, be entitled to receive, or have access to, the following (a "Delegate Accreditation"):
  - i. Access to the official SportAccord mobile application (the "SportAccord Mobile App") and its networking tool for enhanced networking opportunities;
  - ii. Receipt of the pre-Event and post-Event publications;
  - iii. Full access to the items listed as part of the conference programme (save for items listed as "invitation only");
  - iv. Full access to the exhibition that forms part of the Event including networking, and access to lounge areas and cocktail receptions;

- v. Preferential booking rates at the hotels officially affiliated with the Event (the "SportAccord Hotels");
- vi. A Delegate pack containing event information and the official Event guide (the "Event Guide");
- vii. Access to the opening and closing events related to the Event;
- viii. Free Wi-Fi access within the venue hosting the Event; and
- ix. Complimentary food and drinks within the venue hosting the Event during the exhibition.
- b. All applications by individuals to attend the Event as a Delegate are subject to availability and to prompt payment being made. Each application shall constitute an offer by the individual to purchase a Delegate Accreditation for the Event in accordance with these Terms and Conditions.
- c. Confirmation of each booking shall be sent to you by email shortly following your payment of the applicable Delegate Fee (as defined in section 3). Your receipt of our confirmation email shall be our acceptance of your offer to purchase a Delegate Accreditation for the Event (as per section 2b) and a legally binding contract shall come into existence between us and you at that time.
- d. Delegate Accreditations issued for use at the Event are valid for the named Delegate only and subject to section 5a(iii), cannot be transferred. You may be asked for photographic identification from time to time during the Event and if you are unable to provide identification that matches the name related to the Delegate Accreditation, you may be asked to leave the Event.
- e. Whilst attending the Event each Delegate will comply with:
  - i. all applicable laws, including (but not limited to) all health and safety legislation and requirements;
  - ii. all instructions given by us or on our behalf, including (but not limited to) in relation to any security arrangements; and
  - iii. the terms and conditions of the venue hosting the Event.
- f. Each Delegate is responsible for ensuring their own safety and security whilst attending the Event and will promptly observe and comply with all applicable health and safety protocols

issued by us or on our behalf. Any failure to do so will constitute a material breach of these Terms and Conditions.

g. SportAccord reserves the right to refuse admission and to remove any Delegate from the Event for any reason which, in SportAccord's sole opinion, it deems necessary.

# 3. DELEGATE FEE AND PAYMENT

- a. The price to attend the Event (the "Delegate Fee") excluding, if applicable, value added tax ("VAT") will be charged as outlined below:
  - i. Full five day access rate:
  - Early bird rate (up to 31 January 2024): CHF 1500 per Delegate;
  - Standard rate (up to 6 March 2024): CHF 2500 per Delegate;
  - Late rate (from 7 March 2024): CHF 3000 per Delegate; and
  - On-site/in person rate: CHF 3500 per Delegate;
  - ii. Any single day access rate: CHF 800 per Delegate per day; or
  - iii. Any promotional rate(s) agreed separately with SportAccord may apply.
- Delegates based in Switzerland will be charged Swiss VAT at a rate of 8,1% of the applicable
   Delegate Fee. Delegates based outside of Switzerland will not pay any VAT.
- c. Delegates will be charged in Swiss Francs (CHF).
- d. In the email confirming your booking, you will receive a link to your payment receipt.
- e. We will only accept payment for a Delegate Accreditation by credit or debit card via the online registration system.

# 4. NON-SUITCASING POLICY

Please note that while all Delegates are welcome at the Event and networking is encouraged, anyone observed, or suspected of, excessive or commercial solicitation of business, sales or sales leads during the Event or in any SportAccord Hotel (including but not limited to handing out marketing materials) or otherwise seeking to exploit enhanced benefits reserved for exhibitors and partners, without SportAccord's written consent, may have their Delegate Accreditation removed and no longer be entitled to attend the Event (and in such circumstances

no refund of the Delegate Fee will be provided by SportAccord).

# 5. CANCELLATIONS

- a. Cancellation by the Delegate: Individuals wanting to cancel a Delegate Accreditation may do so by sending written notice to: info@sportaccord.sport:
  - i. If cancellation is made on or before 9 February 2024, 50% of the applicable Delegate Fee will be refunded less 3% of the Delegate Fee to cover SportAccord's administrative costs including credit & debit card fees.
  - If cancellation is made after 10 February 2024, 100% of the applicable Delegate Fee will be retained by SportAccord.
  - iii. Having paid for your Delegate Accreditation, if for unforeseen circumstances you are no longer able to attend the Event, you will be permitted a name change (to someone else within your organisation) until 7 March 2024 at no additional cost. After the 8 March 2024, name changes/substitutions will be charged at an additional cost of CHF 250.

#### b. Cancellation by SportAccord:

SportAccord reserves the right to change or cancel the Event or your registration in full or in part including altering advertised content, timings and/or the location of the Event or the advertised speakers. Where SportAccord defers the date and/or significantly amends the Event, we will provide you with notice of the same and will offer you the option of a credit for a future event of your choice (up to the value of sums paid by you in respect of Event) or a refund of the applicable Delegate Fee.

- c. We shall not be liable to you for travel, accommodation or other costs and expenses incurred (included wasted costs and expenses) if we are required to amend, alter, cancel, postpone or relocate the Event, whether this is due to an event of force majeure (including, but not limited to an act of God, flood, drought, earthquake or other natural disaster, epidemic or pandemic, terrorist attack, war, any law or any action taken by a government or public authority, any labour or trade dispute or strikes, non-performance by suppliers or subcontractors and interruption or failure of utility service), or otherwise.
- d. **Modifying your registration**. The confirmation email related to your booking contains a link which allows you to modify certain elements of the relevant registration. However if a Delegate

for whatever reason does not manage to modify their online registration record, please send an email to info@sportaccord.sport.

# 6. HOTEL RESERVATION AND PAYMENT - TERMS AND CONDITIONS

- The booking registration system provides the option for you to reserve and pay for hotel rooms in the SportAccord Hotels.
- b. Whilst confirmation of your reservation and payment (and details of the reservation and hotel) will be sent out in a confirmation email sent by SportAccord, we act as an intermediary only on behalf of the relevant Housing Agency and/or SportAccord Hotel, meaning that the relevant Housing Agency and/or SportAccord Hotel is responsible for the provision of your accommodation and such accommodation shall be conditional upon your acceptance of, and compliance with, the relevant Housing Agency and/or SportAccord Hotel's terms and conditions.
- c. Subject to section 6e(iii), SportAccord will not be able to guarantee accommodation in a SportAccord Hotel for reservations made after 7 March 2024.
- d. Notwithstanding the terms and conditions of the relevant SportAccord Hotel, you acknowledge that:

#### i. Hotel room rates

- In the online registration system, the room rates are indicated in Swiss Francs (CHF).
- Hotel Room rates are per night and include breakfast and Wi-Fi access.
- The United Kingdom VAT and any applicable services taxes are included in the hotel room rate.
- Hotel room rates do not include any extras. Any extras (minibar, telephone, etc.) will need to be paid by the Delegate upon check-out. The hotel will provide the Delegate with a receipt for the payment of your extras.

#### ii. Terms of payment and guarantee of a reservation in a SportAccord Hotel

- To book and guarantee your hotel reservation in a SportAccord Hotel, all room nights are to be paid in full through the online registration system via online credit or debit card

payment.

Your hotel booking through the online registration system indicates your agreement to your credit or debit card details being utilised to charge your credit or debit card in case of cancellation by you (including a "no show" by the Delegate).

#### iii. SportAccord Hotel cancellation deadlines

- No amount shall be deducted from the amount paid and a full refund shall be issued where
  the cancellation is made 16 days prior to start date of the Event. The applicable date for
  SportAccord 2024 is 22 March 2024.
- An amount equal to the price of a one-night stay shall be charged and the remaining balance of the amount paid shall be refunded where the cancellation occurs between 15 9 days prior to the start of the Event. The applicable date for SportAccord 2024 is 29 March 2024.
- The full amount paid for the entire stay shall be charged and no refund shall be issued where the cancellation occurs within 8 days of the start of the Event (including if the Delegate is a "no-show"). The applicable date for SportAccord 2024 is 30 March 2024.

# e. International Federation complimentary room reservation in the SportAccord Hotels

i. Where a room reservation is made by you using the online registration system and we confirm with you that the Delegate Accreditation is for a member or members of an International Federation (as recognised by the International Olympic Committee and shall include ASOIF, WOF, ARISF, AIMS and Associate members) we agree to provide, at SportAccord's cost, a standard room (for single occupancy cost) in one of the SportAccord Hotels for a duration of six nights from 6 April 2024 until 12 April 2024 (an "IF Complimentary Room". The earliest the Delegate may check in to the IF Complimentary Room shall be 6 April 2024 and the latest check out shall be on 12 April 2024. If the International Federation wishes to reserve the IF Complimentary Room for any nights outside this period (i.e. before 6 April 2024 or after 12 April 2024), the International Federation shall be responsible for the cost associated with such additional nights. You acknowledge that you (and the Delegate) shall still be required to comply with the terms and conditions of the relevant SportAccord Hotel in respect of the IF Complimentary Room.

- ii. Each International Federation (as defined in section 6e(i)) may reserve an IF Complimentary Room in the main SportAccord Hotel, a room in the second SportAccord Hotel (the Hyatt Regency Hotel in Birmingham), and a room in the third SportAccord Hotel (the Hilton Garden Inn in Birmingham) (each an "IF Paying Room"). Whilst SportAccord shall be responsible for the cost of the IF Complimentary Room (as outlined in section 6e(i)), the relevant International Federation shall be responsible for the cost of the IF Paying Rooms.
- iii. The IF Complimentary Room and the IF Paying Room reservations made by International Federations in SportAccord Hotels must be submitted via the online registration system no later than 18 January 2024. You acknowledge that if the rooms have not been reserved before this date, then the IF Complimentary Room and the IF Paying Rooms shall no longer be available and shall be released for reservation by other attendees of the Event.
- iv. You acknowledge that, in accordance with the cancellation deadlines outlined in section 6d(iii), you shall be responsible for the cost of:
- a one-night stay in the relevant SportAccord Hotel where the IF Complimentary Room is reserved but then cancelled between 15 9 days prior to the start of the Event; or
- the full amount for a six-night stay in the relevant SportAccord Hotel where the IF Complimentary Room is reserved but then cancelled within 8 days of the start of the Event (including if the Delegate is a "no-show"); and
  - SportAccord shall be entitled to charge your credit or debit card the applicable amount pursuant to section 6d(ii).

# 7. VISA

- a. It is the Delegate's responsibility to obtain an entry visa for the United Kingdom. For all necessary information please visit our website.
- b. If the visa is not granted, and you cancel your Delegate Accreditation as a result then section5a will still apply to such cancellation.

# 8. WI-FI OR WIRED INTERNET CONNECTION - PERSONAL RESPONSIBILITY AND ILLEGAL ACTIVITY

By using the Wi-Fi or wired internet connection during the Event, you agree to be bound by the following

#### terms:

- You are personally responsible for any misuse of the network connection where such misuse can be traced back to you.
- b. The use of your network connection for any activity that violates any local, state, federal, or international law, order or regulation is a violation of these Terms & Conditions.
- c. Prohibited activities include, but are not limited to:
  - Posting or disseminating material which is unlawful or inappropriate (such as child pornography or any other obscene material).
  - ii. Disseminating material which violates the copyright or other intellectual property rights of others. You assume all risks regarding the determination of whether material is in the public domain.
  - iii. Pyramid or other illegal solicitation schemes.
  - iv. Any fraudulent activities, including impersonating any person or entity or forging anyone else's digital or manual signature.
- d. Please note that Wi-Fi and wired internet may be provided by third parties. Your use of Wi-Fi and wired internet is governed by additional terms and conditions and the privacy notices provided by such third parties, as well as by the applicable laws of the United Kingdom.

# 9. DELEGATE RELEASE

Each Delegate's registration for and attendance at the Event implies their agreement to:

- a. Their photo ID (uploaded in the online registration form) being used for their Delegate Accreditation badge, the networking tool, the SportAccord website, the delegate list for the Event and the SportAccord Mobile App. Please note that we cannot issue an accreditation badge without a photo.
- b. Be photographed/video recorded and permission for photos/videos to be used by SportAccord and its partners for marketing and social media purposes.
- c. The photographs taken and live broadcast programmes produced during the Event being considered SportAccord's derivative works belonging exclusively to SportAccord. To the extent necessary, each Delegate hereby assigns to SportAccord, without further consideration, all its

- rights, title and interest worldwide in and to any and all photographs, videos, moving pictures, podcasts, broadcasts, and all other media taken, recorded, created or otherwise related to the Event, whether copyrightable or not, along with all other confidential rights resulting therefrom.
- d. SportAccord having the exclusive right to produce, exploit and broadcast on the internet, radio and television (including, but not limited to SportAccord TV, www.sportaccord.sport, YouTube, X (formerly known as Twitter), Facebook, LinkedIn and all other digital media), at their sole discretion and for their own account, prior during and after the term of the Event and in any form they deem appropriate, the photographs, interviews, live broadcast programmes and any form of radio or audio sound, moving pictures or television signals produced during the Event, including any additional related rights.
- e. Appear in the delegate list for the Event that shall be posted on the SportAccord Mobile App. We will only disclose your photo, name, working title and organisation on such list. You may at any time opt-out from your inclusion on the delegate list or object to some of your information being disclosed on the Event's delegate list by contacting us (see our contact details in section 15 below).

# 10. SPORTACCORD MEDIA AND SPORTACCORD CONTENT

- a. SportAccord shall provide all Delegates with catalogues, periodicals, networking possibilities, lecture programmes and websites specific to the Event (hereinafter, the "SportAccord Media" or "its Media"). SportAccord is the owner and publisher of the SportAccord Media, which it publishes and distributes, with the exception of the content published by Delegates via the online community that SportAccord hosts. The SportAccord Media is protected, and the Delegates shall therefore not use it in any manner whatsoever without SportAccord's prior written agreement.
- b. All presentations, texts, videos, images, distinctive signs, data, IT applications and/or functionalities created as a part of the Event ("SportAccord Content") and/or published in the SportAccord Media, with the exception of those submitted by Delegates, are the property of SportAccord and/or any relevant third parties.
- c. You shall not distribute, reproduce, modify, store, transfer or in any other way use any of the SportAccord Media or SportAccord Content (save for use by the relevant Delegate for internal

business purposes shall be permitted), and in particular (but without limitation) you shall not: upload any SportAccord Media or SportAccord Content into any shared system; include any SportAccord Media or SportAccord Content in a database; include any SportAccord Media or SportAccord Content in a website or on any intranet; transmit, re-circulate or otherwise make available any SportAccord Media or SportAccord Content to anyone else; make any commercial use of the SportAccord Media or SportAccord Content whatsoever; or use SportAccord Media or SportAccord Content in any way that might infringe third party rights or that may bring us or any of our affiliates into disrepute.

- d. Each Delegate authorises SportAccord to reproduce and use (including, but not limited to, use within SportAccord marketing and promotional materials) any of the Delegate's own content created during the Event (such as photographs and video content taken/recorded during the Event) ("Delegate Content"), free of charge and in the whole world at any time. Each Delegate shall be solely liable for the Delegate Content that it provides to SportAccord and shall only use the Delegate Content for their own internal business purposes and not for any commercial gain or purpose whatsoever.
- e. You acknowledge that the SportAccord Media and SportAccord Content does not necessarily reflect the views of SportAccord, and that any suggestions or advice contained in the SportAccord Media or SportAccord Content should not be relied upon in place of professional advice. The SportAccord Media or SportAccord Content is provided on an "AS IS" basis without any warranties of any kind (express or implied) and you acknowledge that it is your responsibility to ensure the accuracy of any information contained in the SportAccord Media or SportAccord Content (whether supplied by us or third parties) before relying on it.
- f. SportAccord reserves its rights in the SportAccord Media or SportAccord Content, including but not limited to, suspending or removing access to the SportAccord Media or SportAccord Content at any time.

# 11. LIABILITY

- a. The speakers', delegates', exhibitors', or partners' views and opinions are theirs alone. They
  do not necessarily reflect the views or opinions of SportAccord.
- b. We make no representations of accuracy, completeness, timeliness, suitability, or validity of

any information presented by speakers, delegates, exhibitors, or partners at our Event or contained in the SportAccord Media or SportAccord Content. We will not be liable for any errors, omissions, or delays in this information or any losses, injuries, or damages arising from its display or use.

- c. We do not endorse and expressly disclaim all liability relating to any of the products or services provided or recommended by speakers, exhibitors or partners.
- d. SportAccord's maximum aggregate liability for any claim in any way connected with or arising from the Event (including the SportAccord Media and SportAccord Content) whether in contract, tort, or otherwise (including any negligent act or omission), shall be limited to the applicable Delegate Fee paid to SportAccord.
- e. Except as required by law, neither SportAccord nor its affiliates shall be liable for direct, indirect, special, incidental, or consequential costs, damages, or losses arising directly or indirectly from the Event or other aspects related to it or in connection with the Event (including the SportAccord Media and SportAccord Content).

# 12. DATA PROTECTION

SportAccord shall process the personal data of Delegates in accordance with SportAccord's Privacy Notice available at <a href="https://www.sportaccord.sport/privacy-policy/">https://www.sportaccord.sport/privacy-policy/</a>. Registration for, and attendance at, the Event shall be deemed as acceptance of the terms of SportAccord's Privacy Notice by a Delegate.

# 13. CULTURAL ACTIVITIES - TERMS AND CONDITIONS:

- a. The booking registration system provides the option for you to reserve and pay for various cultural activities that take place as a part of, or connected to, the Event.
- b. Whilst confirmation of your reservation and payment (and details of the reservation and activity) will be sent out in a confirmation email sent by SportAccord, we act as a booking agent only on behalf of the relevant organisers/providers of such cultural activities, meaning that the relevant organiser/provider is responsible for the provision of any such activity and your ability to partake in the relevant activity shall be conditional upon your acceptance of, and compliance with, the relevant organiser's/provider's terms and conditions.

14. GENERAL

a. SportAccord shall be entitled to vary these Terms and Conditions upon providing you with

written notice.

b. These Terms and Conditions (together with any documents referred to herein or required to be

entered into pursuant to these Terms and Conditions) contain the entire agreement and

understanding between us and you and supersede all prior agreements, understandings or

arrangements (both oral and written) relating to the subject matter of these Terms and

Conditions and any such document.

c. These Terms and Conditions shall not create, nor shall they be construed as creating, any

partnership or agency relationship between us and you.

d. You accept that communications sent by us may be electronic. We may contact you by e-mail

or provide you with information by posting notices on our website. You agree to this electronic

means of communication and you acknowledge that all such communications that we provide

to you electronically comply with any legal or contractual requirement that such communication

be made in writing.

e. You acknowledge that in registering a Delegate Accreditation you have not relied on, and shall

have no remedy in respect of, any statement, representation, warranty, understanding, promise

or assurance (whether negligently or innocently made) of any person other than as expressly

set out in these Terms and Conditions.

f. Save as set out in section 5a(iii), you are not permitted to re-sell, transfer, assign or otherwise

dispose of any of your rights or obligations arising under these Terms and Conditions.

g. These Terms and Conditions and the rights and obligations of both parties shall be governed

by, and construed in accordance with, the laws of Switzerland and both parties irrevocably

agree to submit to the exclusive jurisdiction of the courts of Switzerland in respect of any dispute

which arises hereunder.

SPORTACCORD CONTACT DETAILS **15**.

a. Maison du Sport International Avenue de Rhodanie 54 1007 Switzerland

b. Phone: +41 21 612 30 70

c. E-mail: info@sportaccord.sport

d. Website: www.sportaccord.sport

e. Swiss VAT Number: CHE-113.462.623