



# MegaCon Live Booking Form (+ VAT)

## REGULATIONS

These Regulations are incorporated into your Contract together with the Quotation, Addendum and the Exhibitor Manual set out on the Event website. If you have any questions regarding a Regulation or the Exhibitor Manual, then please do not hesitate to contact the Event team, who will be ready to offer you every assistance.

### 1. Definitions

In these Regulations, the following words and expressions shall have the following meanings:

**Appointment(s)** means any appointment system operated by the Organiser to coordinate the appointments of the Exhibitors with Attendees;

**Attendee(s)** means any visitors, Hosted Buyers®, media and press, speakers or other persons attending the Event;

**Contract** means the Quotation issued by the Organiser to the Exhibitor which forms the contract to exhibit, when signed by the Exhibitor and subsequently countersigned by the Organiser, and which incorporates the Addendum, these Regulations and the Exhibitor Manual;

**Discount Deadline Date** means the date, if any, set out in the Addendum by which the first instalment of the Service Charge and the VAS Charges (in cleared funds) and the signed Contract must be received by the Organiser to qualify for a discount on the Service Charge, where applicable;

**Effective Date** has the meaning set out in Regulation 7.1;

**Event** means the event referred to in the Quotation which is scheduled to take place on the dates specified in the Contract;

**Exhibitor** means the party named as Exhibitor in the Quotation;

**Exhibitor Representatives** means the Exhibitor, its employees, agents, representatives contractors, Permitted Sharers or other invitees;

**Exhibitor Manual** means the manual titled "Exhibitor Manual" prepared by the Organiser which is available on the Event website prior to the Event and which sets out practical aspects and additional requirements relating to the Exhibitor's participation at the Event;

**Exhibit Space** has the meaning set out in Regulation 3

**Indemnity Amount One** means the amount set out in the Addendum.

**Indemnity Amount Two** means the amount set out in the Addendum.

**Networking Events** means official functions organised by the Organiser in connection with the Event to provide Exhibitors, Exhibitor

Representatives and Attendees with networking opportunities to include evening receptions, dinners, forums, coffee breaks and lunches;

**Organiser** means as set out in the Contract;

**Organiser's Group** means Malo Events Limited, Malo Events Europe Limited and its subsidiaries;

**Permitted Sharers** means those persons or entities for which the Exhibitor has been granted written permission by the Organiser, subject to payment of the designated registration fee, to share the Exhibitor's Exhibit Space pursuant to Regulation 25;

**Service Charge** means the sum payable under the Contract for the provision of Standard Event Services;

**Standard Event Services** means the provision of standard services by the Organiser in relation to the Event which may include the provision of space, shell scheme or other stand packages or table top and any stand check, Appointments, Networking Events, exhibitor badges, Event registration and compulsory digital package, as appropriate, as set out in the Contract;

**Service Charge** means the payment plan for the payment of the Service Scheduled Payment Plan Charge as set out in the Addendum;

**Value Added Services** means the provision of additional services by the Organiser

**(VAS)** to include, without limitation, the use of meeting rooms, sponsorship packages, advertisements, additional exhibitor badges, conference delegate places, Exhibitor indemnity, upgraded digital packages, Permitted Sharer registration, double decker stand structural survey, catering packages, cleaning packages, VAS packages (including, without limitation, furniture packages, electricity supply and internet connections), and other additional services as set out in the Contract for which the Exhibitor is billed directly by the Organiser

**VAS Charges** means the charges for Value Added Services;

**Venue** means the venue where the Event is to be held as set out in the Contract.

**The title to each Regulation hereinafter set out is for ease of reference only and shall not be construed as limiting or defining the content of any Regulation.**

### 2. Contract Acceptance

If the Exhibitor signs the Quotation and the Organiser accepts and signs the Exhibitor's signed Quotation, the Exhibitor has entered into a binding Contract to participate at the Event. The Exhibitor acknowledges that its payment of all or part of the Service Charge and/or VAS Charges shall be processed by the Organiser upon receipt, but that such processing does not constitute an acceptance of the signed Quotation and does not constitute a binding contract.



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## 3. Permission

The Contract permits the Exhibitor to occupy and utilise the space, shell scheme, stand or table top or pod area at the Venue (which may include tents or temporary exhibition facilities) assigned to it by the Organiser (the "Exhibit Space") to promote or exhibit permitted products and/or services at the Event and to utilise, where applicable, Standard Event Services and Value Added Services. . The Exhibitor hereby acknowledges and represents to the Organiser that the Exhibitor has received and thoroughly read, understood and agrees to comply with these Regulations, Addendum and the Exhibitor Manual as well as the regulations of the Venue.

## 4. Amendments

Amendments to the Contract by a duly authorised representative of the Organiser shall be incorporated herein, and the Exhibitor shall be subject to the provisions of the Contract as so amended when written notification (which may be communicated by e mail) is sent to the Exhibitor.

## 5. Payment; Discounts; Late Payment; Collection Fees

**5.1** The Exhibitor shall pay the Organiser the Service Charge in accordance with the Service Charge Scheduled Payment Plan in the Addendum. If the Exhibitor enters into the Contract after the date on which the last scheduled payment of the Service Charge is due under the Service Charge Scheduled Payment Plan, 100% of the Service Charge shall be payable on return of the signed Contract. The Exhibitor shall pay the VAS Charges in full on return of the signed Contract or at the date of ordering the Value Added Services. All Service Charge and VAS Charges due must be paid in full before the Exhibitor shall be permitted to occupy the Exhibit Space.

**5.2** The Organiser shall be entitled to refuse to accept an Exhibitor's signed Quotation or cancel a Contract if that Exhibitor, or its affiliates, is in arrears with any payments due to the Organiser or a member of the Organiser's Group in respect of the Event or a previous Event or any other event of the Organiser or the Organiser's Group or otherwise.

**5.3** Where the Organiser offers a payment incentive or discount on the standard Service Charge rate and VAS Charges for early contracting and payment of the Service Charge (or first instalment of the Service Charge) and VAS Charges, or otherwise, the signed Contract and cleared funds must be received by the Organiser from the Exhibitor before the Discount Deadline Date; otherwise, the Exhibitor will not qualify for the discount, and the Organiser will invoice the Exhibitor for the additional amount which shall be payable within thirty (30) days of the invoice date.

**5.4** Failure to make payments pursuant to the Contract shall subject the Exhibitor to interest charges as specified in Regulation 5.6 on all past due balances owed to the Organiser. In addition, the Exhibitor shall pay any collection costs incurred by the Organiser in collecting such balances owed, including, but not limited to, court costs, collection fees and legal costs and expenses.

**5.5** Unless specified otherwise in the Contract, the Exhibitor shall be required to pay the Organiser (or the Organiser's contractor) for the following charges, in addition to the Service Charge and VAS Charges:

**5.5.1** services and connections including, but not limited to, electricity, water, gas, waste, compressed air, internet access and telephone;

**5.5.2** loading and handling equipment charges;

**5.5.3** cleaning of Exhibit Space and exhibits.

**5.6** Prices quoted for Standard Event Services, Value Added Services and other charges are exclusive of Value Added Tax or other applicable taxes, which the Exhibitor shall be responsible to pay, where appropriate, in accordance with the relevant legislation.

## 6. Interest

If any payments are fourteen (14) days or more in arrears (whether demanded or not), the Organiser shall have the right to charge interest on the overdue amounts from fourteen (14) days after the due date, at a rate of 8% per annum above the base lending rate of HSBC Bank plc from time to time. Such interest shall accrue after as well as before any judgement and shall accrue on a daily basis compounded for the overdue period with three monthly rests.

## 7. Exhibitor Cancellation and Downsizing; Liquidated Damages

**7.1** The parties agree that quantifying losses arising from the Exhibitor's cancellation of the Contract or downsizing of the Exhibit Space is inherently difficult, as the Organiser shall incur expenses, allocate resources and take other actions in connection with the tasks necessary to facilitate and manage the Event. Accordingly, any cancellation or withdrawal by the Exhibitor entitles the Organiser to liquidated damages as shown in the Addendum, such liquidated damages to be paid immediately on cancellation. The parties further agree that the agreed liquidated damages are not a penalty, but rather a reasonable measure of damages based upon the parties' experience in the event industry and the nature of the losses that may result from such cancellation of the Contract or downsizing of Exhibit Space. The Exhibitor must provide written notice to the Organiser for any cancellation or downsizing. The date the Organiser receives such notice shall be the effective date of such cancellation or downsizing (the "Effective Date").

**7.2** The Organiser reserves the right to refuse to permit the Exhibitor to downsize its Exhibit Space but such refusal shall not affect the Exhibitor's right to cancel.

**7.3** If the Exhibitor cancels its Contract and, at the Effective Date, the Exhibitor has already paid Service Charges in an amount greater than the liquidated damages amount owed, the Organiser shall refund to the Exhibitor the difference between the amount of Service Charges already paid and the liquidated damages amount.

**7.4** If the Exhibitor is permitted by the Organiser to downsize its originally agreed Exhibit Space requirements, it shall pay to the Organiser (i) an amount equal to its revised Service Charge due for its decreased Exhibit Space requirements (to the extent not already paid) and (ii) liquidated damages for downsizing in the amount shown in the Addendum.

**7.5** In the event of cancellation or variation of Value Added Services, no refund will be made of VAS Charges previously paid. No variation or reduction of Value Added Services will be accepted by the Organiser in the two (2) months prior to the date the Event opens to Attendees.

## 8. Set off

**8.1** The Organiser shall have the right to set off against any amount which may be due from the Organiser to the Exhibitor, pursuant to the Contract or otherwise, any amounts owed to the Organiser or a member of the Organiser's Group by the Exhibitor or its affiliates for any reason. The Organiser shall also have the right to apply any amounts received from the Exhibitor under the Contract to any other amounts due to the Organiser or the Organiser's Group from the Exhibitor or its affiliates.

**8.2** Amounts received by the Organiser from the Exhibitor or its affiliates will be allocated to reduce or complete payment of the oldest debt owed to Organiser or the Organiser's Group first.

## 9. Eligible Exhibits

**9.1** The Exhibitor shall exhibit materials, products or services directly related to the industries to which the Event is targeted or as set out in its Event sales brochure, Event profile or Event website and which is of specific interest to Attendees. The Organiser reserves the right to determine the eligibility of any product for



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display. Only the Exhibitor's and Permitted Sharer's name(s) or logo(s) may appear on signage placed on the Exhibit Space and in the Event exhibitor list. No exhibits, advertising or displays shall be allowed to extend beyond or above the back and side walls of the Exhibit Space, without the Organiser's prior written consent.

**9.2** Only the Exhibitor's products or those of Permitted Sharers may be displayed in the Exhibit Space and such exhibits must be suitable for the size and position of the Exhibit Space. Exhibits must be used solely for the purpose of promoting the Exhibitor's and Permitted Sharer's products and/or services and shall not be used for other business purposes. The Exhibitor and Permitted Sharer shall not use the Exhibit Space to promote any other exhibition, event or conference without the Organiser's prior written consent. The Organiser's decisions with regard to the suitability of exhibits or any Exhibit Space use are final. All Exhibits and displays of the Exhibitor on the Exhibit Space shall remain in place during the open period of the Event.

**9.3** Only a brand's owner or legal distributor may exhibit such brand at the Event. The Exhibitor must list its participating principals as the exhibitors of record. The Organiser reserves the right to verify the identity and status of the brand's owner and the legal distributor. In the event of a conflict between a brand's owner and distributor, the brand's owner shall have the sole right to exhibit such brand at the Event.

**9.4** The Exhibitor's exhibit shall be admitted and permitted to remain at the Event solely by strict compliance by the Exhibitor with the Contract. The Organiser reserves the right to reject, eject or prohibit any exhibit, in whole or in part, upon the Organiser's good faith determination that the same is not in accordance with the Contract. The Organiser shall provide no refunds in the event of such rejection, ejection or prohibition.

**9.5** The construction of all stands and display of Exhibits by the Exhibitors or their contractors on the Exhibit Space shall only take place during the Build Up Period specified in the Addendum and shall be completed by the end of the Build Up Period. All exhibits and property of the Exhibitor must be removed from the Venue as soon as practicable after the Event has closed on the last open day of the Event and in accordance with instructions and breakdown deadlines of the Organiser as set out in the Addendum and the Exhibitor Manual.

**9.6** All Exhibits are subject to a general lien in favour of the Organiser for all sums, whether for unpaid Service Charge or VAS Charges or otherwise, due from the Exhibitor to the Organiser.

## 10. Packages

The Exhibit Space is being provided as part of the Standard Event Services and Value Added Services as a service to the Exhibitor in accordance with the specification in the Exhibitor Manual.

## 11. Exhibit Space

**11.1** The floor plan of the Event and allocation of the Exhibit Space shall be determined by the Organiser and may be changed from time to time in the best interests of the Event, as determined by the Organiser in its sole discretion, and the Organiser cannot guarantee that the Exhibitor will be positioned next to or near (or away from) any other exhibitor.

**11.2** If the Exhibitor is proposing to design and construct its own stand in the Exhibit Space, it shall provide the Organiser promptly upon request (and no later than sixty (60) days prior to the Event) detailed construction drawings showing all dimensions and orientation of such stand. Applications for permission to design stands of two (2) storeys must be made to the Organiser not later than six (6) months prior to the Event. All design drawings for space only Exhibit Space shall be to scale and shall be checked by the Organiser and/or its structural engineer prior to any stand building

commencing and a stand check fee will be charged to the Exhibitor. All stand building shall be subject to inspection by the Organiser on site at the Event.

**11.3** Mobile exhibition units, caravans or similar vehicles are not permitted at the Event without the prior written permission of the Organiser.

**11.4** The Organiser may, at the expense of the Exhibitor, remove or alter anything in, on or forming part of the stand or Exhibit Space if, in its opinion, it is desirable to do so in the interests of the Event.

**11.5** It is the responsibility of the Exhibitor to check the Venue headroom available when booking Exhibit Space as, occasionally, the location of the Exhibit Space will not always provide for the maximum stand fitting height permissible in the Addendum and/or the Exhibitor Manual.

**11.6** The Organiser reserves the right to affix stand numbers or direction signs on any Exhibit Space in any position.

## 12. Laws and Regulations

**12.1** The Exhibitor is responsible for the safety of the Exhibit Space during the construction, use and dismantling of the stand. The Exhibitor has a legal duty of care to anyone on or near the Exhibit Space who may be affected by the actions or omissions of the Exhibitor Representatives.

**12.2** The Exhibitor must strictly observe all provisions in the Exhibitor Manual and all applicable local and national fire and health and safety laws and regulations, including the regulations of the Venue. All exhibits and displays must meet the requirements of the Exhibitor Manual.

## 13. Good Neighbour Policy

The Exhibitor shall operate the Exhibit Space so as not to annoy, endanger or interfere with the rights of other exhibitors, Attendees, the Organiser or the Venue owner. The Organiser may, in its sole discretion, prohibit any objectionable behaviour, loud noise or flashing lights or other action resulting in complaints from other exhibitors, Attendees or the Venue owner and/or which causes a nuisance or interferes with the rights of others or exposes them to annoyance or danger. Exhibitor Representatives' unreasonable interference with, disruption of or inconvenience to the Event, the exhibitors, the Attendees, the Organiser or the Venue owner shall be deemed a breach of this Contract.

## 14. Exhibitor Representatives; Exhibit Space

Exhibitor Representatives must be 18 years of age or older. The Organiser may, in its sole discretion, limit the number of the Exhibitor Representatives in the Exhibit Space. The Exhibitor Representatives shall at all times wear Exhibitor badge identification furnished by the Organiser and shall not be admitted to the Event without such Exhibitor badge. The Exhibitor acknowledges that it shall require its Exhibitor Representatives to dress and conduct themselves in an appropriate, professional and business like manner. The Organiser reserves the right to determine, in its sole discretion, whether the character, conduct and attire of the Exhibitor Representatives are acceptable. The Exhibitor Representatives must staff the Exhibit Space during all hours that the Event is open.

## 15. Default in Occupancy

The actual occupancy by the Exhibitor of the Exhibit Space by exhibits, advertisements and display material during the open period of the Event is a material obligation of the Exhibitor and is of the essence of the Contract. If the Exhibit Space is not so occupied by the time set for completion of installation of exhibits, advertisements and display materials, the Exhibit Space may be used by the Organiser for any purpose it may see fit without in any way releasing the Exhibitor from any liability hereunder. The



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Exhibitor shall not leave the Exhibit Space unsupervised and, in particular, shall not leave the Exhibit Space before the Event has closed.

## 16. Exhibitor Conduct

**16.1** The Exhibitor may distribute samples, souvenirs, permitted publications and similar items, or conduct other sales or sales promotion activities only from within the Exhibit Space. The Organiser retains sole discretion to approve, control or prohibit which samples and other items may be distributed and where such samples may be distributed. Any demonstration, distribution or activity by the Exhibitor Representatives that results in obstruction of aisles or prevents ready access to other exhibitors' Exhibit Space or otherwise disrupts or its likely to disrupt the Event is prohibited and shall be suspended permanently or for any periods specified by the Organiser.

**16.2** Exhibitor's use of hotel suites, private rooms, restaurants, recreational vehicles or other premises by the Exhibitor, in and around the Venue, for exhibits, displays, sales, marketing or other Exhibitor functions or entertainment purposes during the business hours of the Event (including the hours of Networking Events and seminars/conferences) is strictly prohibited without the Organiser's prior written consent.

## 17. Advertisements, Sponsorship, Exhibitor Directory and Content

**17.1** All advertisements in any media are non cancellable and non refundable. All advertisements are subject to the Organiser's approval. The Organiser may, at its sole discretion, reallocate any advertisement space. The Organiser may offer new advertisement products or positions throughout the Event cycle that may not be listed in the Contract. All advertisements must be provided to the Organiser by the deadlines specified by the Organiser; otherwise, the Exhibitor will be deemed to have cancelled.

**17.2** The Organiser agrees to provide any sponsorship packages set out in the Contract which packages are non-cancellable and non-refundable. Where appropriate, further details of the sponsorship package will be set out in an agreed specification in Appendix 1 to this Contract which shall be incorporated into and form part of this Contract. All content provided by the Exhibitor in respect of a sponsorship package is subject to the Organiser's approval.

**17.3** Advertisements, sponsorship or any other material or content displayed or distributed by the Exhibitor at or in connection with the Event in any media shall not contain anything which is libellous, obscene, indecent, blasphemous, discriminatory, offensive or of a political nature or otherwise unlawful.

**17.4** The Exhibitor authorises the Organiser to publish the Exhibitor's directory entry on the Event website, in the official catalogue for the Event and in any other directory relating to the Event or relevant industry.

**17.5** The Organiser shall not be liable for any omissions, misquotations or other errors, including, without limitation, any which appear in the Event directory, on the Event website, in the official catalogue of the Event or any other Event publication in any media.

## 18. Publicity and Promotion; Permissions

The Exhibitor gives the Organiser permission to use the Exhibitor's name, logo, trademarks and products and the voice and the likeness of any Exhibitor Representatives at the Event or products exhibited at the Event, in all media formats (whether now known or hereafter existing) in connection with the promotion and publicity of the Event and the performance of the Contract. The Exhibitor waives the right to inspect or approve the finished product. The Exhibitor also waives all rights to royalties or other compensation arising out of or related to use of the Exhibitor's name, logo,

trademarks and products and the voice and the likeness of any Exhibitor Representatives in such advertising media.

## 19. Photography

The photographic, video, filming and other recording rights for the Event are reserved to the Organiser, but the Exhibitor may request photography services from the official photographers, if desired. All other photography, video production, filming and recording is strictly prohibited without the Organiser's prior written consent in advance of the Event. Photographing other exhibitors' stands or products is strictly prohibited and persons in breach of this Regulation may be removed from the Event. Such violations may also result in ejection of Exhibitor from the Event and confiscation of camera equipment.

## 20. Permitted Publications

The Organiser reserves the right to determine the eligibility of any publication for display or distribution at the Event. Publications which contain advertisements purchased by exhibitors and which (i) are published only during the Event or (ii) otherwise target the Event and its Attendees without the permission of the Organiser are not eligible products for display or distribution from any Exhibit Space or from anywhere in the Venue or its grounds. For the avoidance of doubt, non official show dailies are not eligible products for display or distribution. The Exhibitor shall not exhibit, offer for sale, give as a premium, hand out, distribute or advertise products or publications not manufactured or sold in its own name or those of its Permitted Sharers.

## 21. Intellectual Property

**21.1** The Exhibitor acknowledges that all intellectual property rights in the Event including, but not limited, to trademarks, copyright, design rights, patents, confidential information, trade secrets, know how and goodwill in and relating to the Event (but excluding Exhibitor intellectual property rights in their name, logo, trade marks, products and promotional materials) are owned by the Organiser (or the party licensing such items to Organiser, as the case may be) and the Exhibitor undertakes not to use the same, without the express prior written consent of the Organiser.

**21.2** The Organiser expects the Exhibitor to respect the intellectual property rights of other parties. The Exhibitor shall not market, sell, distribute or display any product, material or content at the Event that is counterfeit or in any way infringes trademarks, copyrights, patents, design rights or other intellectual property rights of a third party. The Exhibitor warrants that it owns or has the right to use the names, logos, art work and other content which the Exhibitor and/or its agents submit for use in any media (including, but not limited to, advertisements, sponsorships, the Event website, apps for mobile devices or any Event publication) and that the same shall not infringe the intellectual property rights of any third party. Any Exhibitor determined by a court or other judicial body to be involved in unauthorised, counterfeit or infringing activity, may have all such unauthorised, infringing, counterfeit or misleading products removed from the Event and/or the Exhibitor may be removed from the Event and banned from future Events. However, this stipulation does not create an obligation for the Organiser to take such action. The Organiser does not accept liability for intellectual property infringements that may be committed by the Exhibitor.

## 22. Intellectual Property Disputes Between Exhibitors; Service of Process and Orders

Neither the Exhibitor nor its agents (including, but not limited to, legal counsel or process servers) shall serve process on any other exhibitor during the hours the Event is open to Attendees. If the Exhibitor has obtained a judicial/administrative relief order against another exhibitor, and the Exhibitor has no reasonable alternative



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to serving such order on the other exhibitor during the Event, then the Exhibitor or its agent shall use their best endeavours to serve such order during the hours the Event is closed to Attendees. Notwithstanding the foregoing, the Exhibitor shall provide the Organiser advanced written notice of the order obtained (including a copy of such order) so that the Organiser representative may escort the Exhibitor or its agent to the Exhibit Space of the exhibitor to be served and minimize any disruption to the Event caused by such service. The Exhibitor agrees to use its best endeavours to resolve any intellectual property disputes with other exhibitors by no later than one week prior to the Event's first move in day for the Exhibitors and in a location other than the Venue.

## 23. No Sub Licensing

The Exhibitor shall not sub license, assign or transfer the Exhibit Space except to Permitted Sharers. The Exhibitor shall not permit any person other than the Exhibitor, the Exhibitor's Representatives and Permitted Sharers to occupy or conduct business in Exhibit Space, or any part thereof, without the Organiser's prior written consent. The Organiser may impose penalties on the Exhibitor for breach of this Regulation.

## 24. No Assignment

This Contract is non assignable by the Exhibitor. Any attempted assignment of the Contract by the Exhibitor shall be null and void and shall constitute a material breach, resulting in termination of the Contract. The Organiser may assign the Contract at any time to a member of the Organiser's Group or any owner or purchaser of the Event, by operation of law or otherwise.

## 25. Permitted Sharers

**25.1** If the Exhibitor wishes to share his Exhibit Space with one or more business entities, it shall apply to the Organiser for registration of Permitted Sharers, which decision shall be at the Organiser's complete discretion, and pay the appropriate registration fee(s).

**25.2** The Exhibitor is responsible for ensuring that its Permitted Sharers comply with the terms of the Contract and shall be liable for the acts and omissions and breach of the terms of this Contract by its Permitted Sharers.

## 26. Compliance with Laws

**26.1** The Exhibitor shall comply with all applicable laws and obtain all necessary permits, licences, visas, authorisations or other documentation relevant to the performance of the Contract and relevant to the Event.

**26.2** The Exhibitor shall abide by any applicable union work rules and the regulations of the city, country and Venue, including any Venue or Organiser's rules requiring Exhibitors to order certain services exclusively from the Venue or a -designated contractor as specified in the Exhibitor Manual.

**26.3** Bribery and any other form of unethical business practice is prohibited in relation to the Event and all business transactions in relation to the Event shall be accurately and completely recorded in accordance with applicable laws. The Exhibitor shall not in connection with the Event accept gifts or inducements of any kind nor give or offer to give any person, an inducement or gift of any kind that could be perceived by others to be a bribe.

**26.4** The Exhibitor shall be responsible for obtaining all appropriate licences for the playing of music or other sound or audio-visual recordings or live performances at the Event.

## 27. Sanctions

If any Exhibitor, Exhibitor Representatives or Permitted Sharers shall be considered by the Organiser to be prohibited from attending the Event by any applicable laws, sanctions or regulations to prevent

terrorism or the financing of terrorism or to prevent trade with a certain country or certain persons or otherwise, the Organiser shall have the right to refuse to contract with the Exhibitor or to terminate the Contract forthwith by notice in writing to such Exhibitor. The Exhibitor shall co operate with the Organiser and provide all reasonable information requested by the Organiser to assess whether the Exhibitor and the Exhibitor Representatives are prevented from attending the Event under the relevant laws, sanctions or regulations. The Organiser's decision shall be final.

## 28. Privacy Policy

By signing the Contract, the Exhibitor is consenting, under all relevant data protection legislation, to (i) the Organiser communicating with Exhibitors by telephone, fax, email and by post and using its personal information for the following purposes, namely: for the Organiser' internal purposes which will include accounts processing, internal analysis of Exhibitors, publishing the Exhibitor's details on the Event website, in the official catalogue for the Event and/ or in any other directory relating to the Event or relevant industry in each case whether in print, electronically or in any other media, inviting Exhibitors to other events organised by the Organiser or the Organiser's Group, disclosure of information to contractors who provide services in respect of the Event (including but not limited to shell scheme, security, registration, cleaning and freight contractors, caterers and electricians), disclosure to direct mailing contractors, and (ii) Organiser's disclosure or transfer of Exhibitor's personal data to members of the Organiser's Group worldwide to allow Organiser and the Organiser's Group to further develop their respective businesses and services to Exhibitors. The Organiser may also pass Exhibitor details to third parties who provide goods and services likely to be of interest to Exhibitors. Please contact the Organiser if you do not wish your personal information to be used in any of the ways mentioned above.

## 29. Internet Connection Policy

**29.1** This Policy regulates the use of computer technology by Exhibitors to connect to the internet at the Event. It is intended to ensure the smooth operation of computer technology and internet access for the benefit of all Exhibitors free from any damage that may otherwise be caused by the use of technology without proper care and attention.

**29.2** This Policy applies to any form of computer, whether a PC, laptop, server, PDA, tablet or mobile phones or any similar device ("Computers") which is provided by the Exhibitor (or any third party) and connected by wired or wireless means to the network(s) of the Organiser or any of its contractors at the Event ("the Network").

**29.3** Exhibitors shall use their best endeavours to prevent any unauthorised access to the Network and to ensure that the Computers do not introduce any computer bugs, computer viruses, worms, Trojan horses, software bombs or any similar items or software to the Network.

**29.4** All computers must have one of the latest commercially available versions of antivirus and firewall software correctly installed and configured. This software must be kept up-to-date for the duration of the Event.

**29.5** Exhibitors shall not operate or attempt to operate their own wireless network at the Event. Exhibitors shall only use the Organiser's (or its official contractor's) wireless Network.

**29.6** The Organiser reserves the right to make random visits to Exhibitors' stands to seek confirmation that Exhibitors are in compliance with this Policy.

**29.7** In the event that on investigation it becomes clear that the latest version of antivirus and/or firewall software is not installed and being used or there is some other failure to comply with the Policy, the Organiser reserves the right to disconnect any or all Computers



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from the Network and disable any wireless network that do not comply with the Policy.

**29.8** In the event of such disconnection it is the responsibility of the Exhibitor to ensure that a current version of anti-virus and/or firewall software is installed or any other failure to comply with the Policy is remedied. Only once this remedial action has been taken to the satisfaction of the Organiser will the Exhibitor then be allowed reconnection to the Network.

**29.9** Internet connection via the Network, if provided at the Event, is for Exhibitors to use entirely at their own risk and the Organiser shall not be liable for any loss damage or liability (whether direct, indirect, special or consequential including, without limitation, loss of profits, business interruption, loss of programs or other data) which may result.

**29.10** The Exhibitor shall indemnify the Organiser for any loss or damage costs or expenses suffered by the Organiser, other Exhibitors or other attendees at the Event as a result of the Exhibitor failing to comply with this internet connection policy.

### 30. Exhibitor Breach

If the Exhibitor breaches any of its obligations under the Contract, (i) the Organiser may immediately, without notice, prohibit the Exhibitor from exhibiting at the Event and all future events run by the Organiser and the Organiser's Group and terminate the Contract; (ii) the Organiser, shall retain all amounts paid under this Contract and the Exhibitor shall pay the Organiser any remaining balance of the Service Charge and/or VAS Charges outstanding plus interest, where appropriate; and (iii) the Organiser may seek any other legal or equitable remedies to which it is entitled including any claims for any antecedent breach. Further, the Organiser may direct the Exhibitor to immediately remove its Exhibitor Representatives, its exhibits and other property from the Venue. The Organiser shall be entitled, if necessary, to remove and despatch the said exhibits and property (at the risk and expense of the Exhibitor) from the Exhibit Space to the address of the Exhibitor stated on the Contract. The Organiser shall be entitled to use the vacated Exhibit Space in such manner as the Organiser deems fit.

### 31. Resolution of Certain Disputes

**31.1** If there is a dispute or disagreement between (i) the Exhibitor and an official contractor; (ii) the Exhibitor and a union or union representative; (iii) the Exhibitor and one or more exhibitors or (iv) the Exhibitor and the Venue, the Organiser's interpretations of the rules governing the Event and its actions or decisions concerning the dispute or disagreement and its resolution shall be binding on the Exhibitor.

**31.2** The Organiser shall, in its sole discretion, determine any dispute or conflict with respect to any matters not specifically covered by the Contract. The Organiser shall have full power in the matter of interpretation, amendment and enforcement of the Contract.

### 32. Bankruptcy or Liquidation

Should an Exhibitor (i) being an individual or firm become bankrupt, have a receiving order made against him or them, or make any arrangements with his or their creditors, or (ii) being a limited liability company, go into liquidation (other than a solvent voluntary liquidation for the purpose of amalgamation or reconstruction) or (iii) have an administrative receiver appointed, or an administrative order is made against the Exhibitor or its assets or (iv) the Exhibitor enters into any arrangement with its creditors or is unable to pay its debts as they become due, the Contract with such Exhibitor shall terminate immediately save that all Service Charge and VAS Charges paid shall be forfeited and the balance of the Service Charge and VAS Charges shall become due and payable

immediately and such termination shall be without prejudice to any other legal or equitable remedies to which the Organiser is entitled or any claim in respect of any antecedent breach.

### 33. Indemnities

**33.1** All Exhibitors will get the benefit of the indemnities in Regulations 33.2 and 33.3 below in accordance with the terms of this Regulation 33 unless they can provide proof to the Organiser that they can meet their liabilities under this Contract by signing the Exhibitor Indemnity Confirmation and, in particular under Regulation 33.6, to the value of Indemnity Amount One or local currency equivalent for the duration of the Event, including construction and dismantling.

**33.2** The Organiser shall indemnify and hold harmless the Exhibitor (up to an aggregate total of Indemnity Amount One, or local currency equivalent, including legal costs and disbursements) against all sums which the Exhibitor shall become legally liable to pay as compensation in respect of third party claims made against the Exhibitor for accidental injury to persons or loss of or harm to property occurring at the Venue during the period of the Event (including construction and dismantling periods) provided that such claims are not as a result of any defects in the Exhibitor's products or as a result of the Exhibitor's or Exhibitor Representatives' deliberate act, omission or negligence).

**33.3** The Organiser shall indemnify and hold harmless the Exhibitor (up to an aggregate total of Indemnity Amount Two including legal costs and disbursements) in the event that any of the exhibits (other than jewellery, watches, precious metals or stones, money or any personal property) owned by the Exhibitor or in the Exhibitor's care, custody or control are lost (but not including any theft occurring while the Exhibitor's property is unattended, other than when the Event is closed to visitors and the Organiser's security is fully activated) or physically damaged by a third party (other than an employee, contractor, agent or Permitted Sharer of the Exhibitor) whilst on display or stored within the confines of the Venue, in accordance with the Organiser's relevant policies and instructions.

**33.4** The indemnities provided under Regulations 33.2 and 33.3 shall be subject always to the Exhibitor:

**33.4.1** making no admission and taking no action in respect of such claims unless with the Organiser's consent;

**33.4.2** providing the Organiser with the right to control the defence and settlement of such claims together with providing all reasonable co operation, information and assistance with such defence or settlement;

**33.4.3** informing the police as soon as possible and obtaining a crime reference number in the event of a suspected crime occurring.

**33.5** The indemnities in Regulations 33.2 and 33.3 shall not cover loss or damage caused by events of force majeure (which term includes, without limitation, issues with water, gas or electric supplies, terrorism, military intervention, or the confiscation or requisition of property by any governmental authority).

**33.6** Subject to the capped indemnities in Regulations 33.2 and 33.3, the Exhibitor is responsible for all claims, actions and/or costs for personal injury and loss of or damage to property arising out of or resulting from its execution of the Contract or occupancy of the Exhibit Space or presence at the Event including, but not limited to, damage to the Venue (including fixtures and fittings), loss or damage to other Exhibitors or Attendees property caused by or arising from the erection and dismantling of the Exhibitor's stand and anything permitted, omitted or done on or from the Exhibit Space or at the Venue during the period of the Event or the construction and dismantling periods, caused directly or indirectly by the Exhibitor or any Exhibitor Representative or the act, omission or neglect of the Exhibitor or by any Exhibitor Representative



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or by any exhibit, product or other article belonging to, or in the possession of, or used by, the Exhibitor or any such person. Subject to Regulations 33.2 and 33.3, the Exhibitor shall indemnify and hold harmless the Organiser in respect of all claims, losses, damages, actions, proceedings, costs (including legal costs and expenses) and demands in respect thereof.

**33.7** In addition, the Exhibitor shall indemnify and hold harmless the Organiser in respect of all claims, losses, damages, actions, proceedings, costs (including legal costs and expenses) and demands arising out of or resulting from the Exhibitor's:

**33.7.1** the infringement of the intellectual property rights of any third party, whether knowingly or unknowingly and whether intentional or unintentional (including, but not limited to, the sale or distribution of pirated goods and counterfeits);

**33.7.2** use of music, audio visual recording or live performance;

**33.7.3** breach of any legal and/or regulatory requirements;

**33.7.4** service of a judicial/administrative order on another exhibitor; and

**33.7.5** failure to comply with Regulation 29 (Internet Connection).

## 34. Limitation of Liability

**34.1** The following provisions of this Regulation 34 set out the entire financial liability of the Organiser (including any liability for the acts or omissions of their employees, agents, Permitted Sharers and sub contractors) to the Exhibitor in respect of all losses, claims or liabilities arising under of or in connection with the Event (including in respect of any indemnities), whether in contract, tort (including negligence), breach of statutory duty, or otherwise.

**34.2** All warranties, conditions and other terms implied by law are, to the fullest extent permitted by law, excluded from this Agreement.

**34.3** Notwithstanding any provision to the contrary, nothing in the Contract or these Regulations shall exclude or limit the liability of the Organiser for death or personal injury caused by the Organiser's negligence or for fraudulent misrepresentation or for any liability that may not be limited or excluded by law.

**34.4** Subject to Regulation 34.3:

**34.4.1** the Organiser's total liability to the Exhibitor in connection with the Event shall (other than in respect of the indemnities set out in Regulations 33.2 and 33.3) be limited to 100% of the Service Charge and VAS Charges paid by the Exhibitor; and

**34.4.2** the Organiser shall not be liable to the Exhibitor for any loss of or corruption to data, loss of revenue and profit, loss of anticipated savings, loss of business, loss of opportunity, depletion of goodwill or reputation, additional operational and administrative costs and expenses, any financial losses or any indirect or consequential loss or damage.

**34.5** The Organiser makes no representations or warranties with respect to the number of Attendees or the demographic nature of such Attendees and shall not be held responsible for the failure of all or any contracted exhibitors to attend the Event for any reason.

**34.6** The Organiser is not responsible for the failure of the Venue or a third party's failure to provide services and utilities including, but not limited to, electricity, water and internet connection or apps for mobile devices, and the Exhibitor shall not be entitled to any reduction in Service Charges or VAS Charges due or paid for such services in the event of such failure.

## 35. Due Execution

**35.1** The Exhibitor hereby warrants that the person signing the Contract is duly authorised to enter into the Contract on the Exhibitor's behalf and that the Contract constitutes a valid, legal and binding obligation on the Exhibitor. If the individual holding herself/himself out as duly authorised to execute the Contract is not so authorised, he or she hereby covenants to indemnify the Organiser (and members of the Organiser's Group and their respective officers, directors, employees and other agents) from and against

all claims, losses, suits, damages, judgments, expenses, costs (including, without limitation, reasonable legal fees) and charges of every kind caused by her/his execution of the Contract and (without limitation) shall be personally liable to the Organiser for all payments that would have been payable to the Organiser by the Exhibitor had the Contract been duly executed on behalf of the Exhibitor.

**35.2** Contracts may be digitally signed by the Exhibitor provided that they are publically validated or certified or otherwise accepted by the Organiser.

## 36. Non Force Majeure Changes to Dates, Venue or Exhibit Space by the Organiser

**36.1** The Organiser may, in its sole discretion, change the dates and/or Venue and/ or duration and/or opening hours for the Event upon written notice to the Exhibitor (which may be communicated by e mail). The Organiser shall not be liable for any costs, damages, fees or other expenses of the Exhibitor as a result of any such changes.

**36.2** Additionally, the Organiser reserves the right to relocate the Exhibitor to any Exhibit Space within the Venue (to include altering the shape, size and/or position) at any time in the best interests of the Event. However, no alteration to the Exhibit Space shall impose on the Exhibitor a greater liability for Service Charge and VAS Charges than that undertaken in the Contract.

**36.3** The Organiser may retain any portion of the Exhibitor's Service Charge and VAS Charges paid and such amount shall be applied as though no change in date, Venue or Exhibit Space relocation had occurred. Any remaining payments due from the Exhibitor shall be due in accordance with the Contract. Any cancellation of the Contract by the Exhibitor due to any change in date, Venue or Exhibit Space assignment shall be subject to liquidated damages as shown for cancellation in the Addendum.

## 37. Organiser's Rights to Cancel Event

The Organiser shall have the right at all times to abandon or cancel the Event in whole or part in the event that there is likely to be insufficient exhibitor participation in and visitor support for the Event or otherwise, the likelihood of such insufficiency to be determined by the Organiser whose decision shall be final. In the event of such an abandonment or cancellation, the Exhibitor shall be entitled to receive repayment of all Service Charge and VAS Charges (to the extent the Value Added Services have not been performed) paid, but the Organiser shall not be further responsible to the Exhibitor in respect of any actions, claims, losses (including consequential losses), costs or expenses which may be brought against or suffered or incurred by the Exhibitor as the result of the abandonment or cancellation of the Event.

## 38. Force Majeure

**38.1** If the Venue shall become, in the sole discretion of the Organiser, unfit for occupancy, or the holding of the Event or the performance of the Organiser under the Contract are interfered with by virtue of a Force Majeure (as defined below), the Contract and/or the Event (or any part thereof) may be terminated by the Organiser or the Event (or any part thereof) may be postponed and/or relocated by the Organiser. The Organiser shall not be responsible for delays, damage, loss, increased costs or other unfavourable conditions arising by virtue of Force Majeure. A Force Majeure shall include, but not be limited to: fire; casualty; flood; epidemic; World Health Organization travel advisory or travel alert; earthquake; explosion or accident; blockade embargo; inclement weather; governmental restraints; restraints or orders of civil defence or military authorities; act of public enemy; riot or civil disturbance; act or threatened act of terrorism, strike, lockout, boycott or other labour disturbance; Venue cancellation, inability to secure



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sufficient labour; technical or other personnel failure; impairment or lack of adequate transportation facilities; inability to obtain condemnation, requisition or commandeering of necessary supplies or equipment; general fuel or energy shortages, local, state or federal laws, ordinances, rules, orders, decrees or regulations whether legislative, executive or judicial, and whether constitutional or unconstitutional; or acts of God or any other cause or causes not reasonably within the control of the Organiser.

**38.2 Termination of Contract and/or Event** If the Organiser terminates the Contract and/or the Event (or any part thereof) as a result of a Force Majeure, then the Organiser may retain such part of the Service Charge and VAS Charges as shall be required to recompense it for expenses incurred up to the time such contingency shall have occurred, and there shall be no further liability on the part of either party. The Organiser shall not be liable for any costs, damages, fees or expenses of the Exhibitor as a result of such termination.

**38.3 Postponement; Relocation**

If the Organiser postpones and/or relocates the Event (or any part thereof) as a result of a Force Majeure, then the Organiser shall be entitled to retain the portion of the Service Charge and VAS Charges paid to date and said amount shall be applied to the Event as though no postponement and/or re location of Venue had occurred. Any remaining payments from the Exhibitor shall be due in accordance with the Contract. If the Exhibitor cancels participation because the Organiser postpones and/or re locates the Event, the Exhibitor shall be subject to liquidated damages as shown for cancellation on the Addendum. Further, the Organiser shall not be liable for any costs, damages, fees or expenses of the Exhibitor as a result of such postponement and/or re location.

**39. Admission of Attendees**

The Organiser shall have sole control over admission policies at all times. See Event website for the Attendee admission policy.

**40. Rights of the Organiser and the Venue Owner**

The Organiser and the Venue owner and those authorised by them respectively have the right to enter the Venue at any time to execute works, repairs and alterations and for any other purposes. No compensation will be payable to an Exhibitor for damage, loss or inconvenience so caused.

**41. Notices**

Any notices to the Organiser shall be given in writing by e mail (with confirmation of receipt), courier service, hand delivery, registered mail, certified mail, overnight mail or overnight courier, or return receipt requested, postage prepaid to the address shown in the Contract, or at such other address as may from time to time be designated by the Organiser.

**42. Governing Law and Forum**

**42.1** This Contract, and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to this Contract, the validity and performance hereof or its formation (including any non contractual disputes or claims), shall be governed by and construed in accordance with the laws of England and Wales (save that the conflicts of law principles will be expressly excluded). The parties hereby irrevocably acknowledge and agree that the courts of England shall have exclusive jurisdiction and venue in respect hereof.

**42.2** In the event of a dispute as to the interpretation of these Regulations as a result of their translation into a foreign language, the English version shall take precedence.

**43. Reservation of Rights**

The Organiser reserves the right to take any action that is reasonably necessary in the sole judgment of the Organiser for the protection of the Event and/or the participants, including, but not limited to, exhibitors and Attendees.

**44. Entire Agreement**

**44.1** This Contract contains the entire agreement between the Organiser and the Exhibitor. The Exhibitor acknowledges that, in entering into the Contract, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in the Contract. This does not exclude liability for fraudulent misrepresentation.

**44.2** These Regulations shall apply to all contracts and shall override any terms submitted by the Exhibitor which shall have no legal effect.

**44.3** All conditions and warranties implied by custom, law or regulation are excluded from this Contract to the extent permissible by law.





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## MEGA CON LIVE ANTI-HARASSMENT POLICY

MegaCon Live events have a ZERO TOLERANCE POLICY for harassment of any kind, including but not limited to:

- stalking
- intimidation
- offensive verbal comments
- physical assault and/or battery
- harassing or non-consensual photography or recording
- sustained disruption of Panels, signings, and other events
- bathroom policing
- inappropriate physical contact
- unwelcome physical attention

in relation to, but not limited to:

- race
- colour
- national origin
- gender
- gender identity
- gender presentation
- sexual orientation
- age
- body size
- disability
- appearance
- religion
- citizenship
- pregnancy

If a person engages in harassing behavior, MegaCon Live Staff will take prompt action in any form they deem appropriate, including expulsion from MegaCon Live with no refund. Our policy applies to EVERYONE at the convention. Exhibitors, Fans (Attendees), Speakers, Guests, Professionals, Press, Staff, Volunteers, and Security are all subject to our anti-harassment policy.

Anyone can report harassment. If someone's behavior has made you uncomfortable, or if you witness the same happening to someone else, you should immediately contact a member of MegaCon Live staff, Security or a Crew Member. You may also come to MegaCon Live's Organiser's Office.

If necessary, we will contact local police, provide an escort, offer a safe place or otherwise assist those experiencing harassment to make sure they feel safe for the rest of the event.

Remember: Keep your hands to yourself. If you would like to take a picture with or of another MegaCon Live Fan, always ask first and respect that person's right to say no. When at MegaCon Live, be respectful, be nice, be cool, and be kind to each other. We want you to not only have the most amazing weekend ever, but to experience it in an environment where you feel safe and accepted.



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## MegaCon Live WEAPONS POLICY

MegaCon Live requires all costumers and cosplayers to follow the below policy for the safety and security of all attendees. Please read it in detail if you plan to attend with a prop weapon.

### **Can I Bring a Blaster? Can I Buy a Blaster?**

For the safety of all convention attendees, volunteers, guests, and staff, there are restrictions on what can be bought, sold, and brought into MegaCon Live. Failure to follow this policy may result in your removal from the convention without refund.

### **Weapon Checks**

MegaCon Live may require an inspection of items and if deemed not appropriate for MegaCon Live you will be asked to remove them, take of site or leave with MegaCon Live if possible.

### **Banned Weapons**

Working firearms are not allowed at all within MegaCon Live, and the following items are also forbidden: ny prop built from functional or previously functional gun parts; functional projectile weapons (including functioning blow guns, crossbows, long bows, slingshots, water balloons); Metal-bladed weapons (including axes, daggers, hatchets, knives, kunai, shuriken, swords, sword canes, and switch blades); Explosives (including firecrackers and fireworks); Chemical weapons (including mace and pepper spray); Blunt weapons (including brass knuckles, clubs, and nunchaku); and instruments which cause excessive noise. Prop weapons built from fiberglass or foam rubber will likely be approved for entry into the convention once inspected by our Security staff.

### **Exhibitor Conduct / Retail Sales**

For the purposes of this Contract, Regulation 16.1 of the Regulations shall not apply to dealers selling official merchandise.

### **Admission of Attendees**

For the purposes of this Contract, Regulation 39 shall be updated to include the following wording:

**Individuals under 18.** No children or young adults under the age of 16 years of age are permitted in the Event halls during build-up or breakdown hours. MegaCon Live does not operate a crèche for Exhibitors' minors, so please make adequate arrangements for any child care required. For attendees, anyone aged 6 years or older need a ticket to enter MegaCon Live. Please note, MegaCon Live recommends all individuals under the age of 18 attend with a parent or legal guardian, and all individuals under the age of 13 must be accompanied by a parent or legal guardian. The arena concerts are a separate ticket and all attendees must have a valid ticket, regardless of age. Individuals under the age of 18 must obtain the permission of a parent or legal guardian before sending any information to MegaCon Live, entering any sweepstakes or contests at MegaCon Live, posting any information on MegaCon Live or related websites, or purchasing any goods online related to MegaCon Live. The submission of information to MegaCon Live or the purchase and/or use of a ticket/wristband to MegaCon Live is a representation and confirmation that you are age 18 or over or have obtained the consent of a parent or legal guardian. If you are the parent or legal guardian of a MegaCon Live attendee that is under the age of 18, it is your responsibility to check the suitability of MegaCon Live for any individuals in your party regardless of official age restrictions. MegaCon Live's on-site or web-enabled technologies, including but not limited to on-site Wi-Fi, on-site interactive kiosks, and any mobile applications associated with MegaCon Live (the "Digital Technologies") are neither directed at nor intended for use by individuals under the age of 13. MegaCon Live and Malo Events do not knowingly collect Personal Information from individuals under the age of 13, and if becomes aware that it has inadvertently done so, MegaCon Live and Malo Events will promptly delete such Personal Information. If you are under the age of 13, do not access or use the Digital Technologies unless under the supervision of a parent or legal guardian, **and if you are under the age of 18, do not access or use the Digital Technologies without the express consent of a parent or legal guardian.**