

BRAND USA TRAVEL MEDIA FORUM T&CS

Terms and Conditions

Hosted Media Programme

1. Definitions

In these Terms and Conditions, the following words shall have the following meanings unless the context otherwise requires:

1.1 “**Delegate**” means any person approved to attend Brand USA Media Forum.

1.2 “**Exhibitors**” means Exhibitors who have contracted with the Organizers, Brand USA of 1725 Eye Street NW, Eighth Floor, Washington, DC 20006, USA to take a table at Brand USA Media Forum.

1.3 “**Hosted media**” means a travel media professional, accepted by Brand USA as meeting the hosted media criteria, who will attend Brand USA Media Forum as media; and where complimentary accommodation and return transport are provided by Brand USA.

1.4 “**Hosted media criteria**” means:

- Staff journalists or freelancers who are in the position to make or influence decisions on the U.S. travel product via editorial content
- Based in the U.K. and Europe. For the avoidance of doubt, this means media based in Austria, Belgium, France, Germany, Ireland, Italy, Luxembourg, the Netherlands, Scandinavia (Denmark, Norway, and Sweden), Spain, Switzerland, United Kingdom as well as other European countries.
- An employee of a company registered to write / broadcast about travel and / or a member of an accredited travel association.

1.5 “**Pre-Scheduled Appointment Software**” means the appointment software operated by Brand USA to coordinate the appointments of the hosted media with exhibitor PRs during Brand USA Media Forum.

1.6 “**Pre-Scheduled Appointment Program**” means the appointment program between hosted media and exhibitor PRs during Brand USA Media Forum.

1.7 “**Brand USA Media Forum**” means the event to be held namely at Alte Oper Opernplatz, 60313 Frankfurt am Main, Germany between September 26-28, 2022, which is organized by Brand USA.

1.8 “**Media Forum Team**” means the Brand USA Media Forum personnel team at Brand USA.

2. Attendance and Acceptance

2.1 Approved hosted media will be sent confirmation of their place via email and will be requested to submit their travel preferences within 5 working days.

3. Hosted medias

3.1 “**Hosted medias**” will receive from Brand USA;

- Commitment to a number of Pre-Scheduled Appointments from Tuesday, September 27 – Wednesday, September 28, 2022;
- Complimentary return economy-class flights/train transport to Frankfurt from selected airports and train stations on specific dates;
- Room-only accommodation at the Brand USA Media Forum’s chosen hotel;
 - Medias will be hosted for three nights maximum
- Entry to the Brand USA Travel Week U.K. & Europe and Brand USA Media Forum’s official evening receptions and networking events on attending days;
- Access to the Enrichment Series made up of innovative workshops, seminars and panels on attending days;
- Breakfast, lunch and refreshments will be provided on attending days.

3.2 As a condition of receiving the complimentary services from Brand USA, Hosted medias will be required to:

- 3.2.1 Actively participate in the Pre-Scheduled Appointments Software; Hosted medias must select and rank in order of importance a specified number of appointment preferences within a specified timeframe;
- 3.2.2 Honor and actively participate in the Pre-Scheduled Appointments Program during Brand USA Media Forum;
- 3.2.3 Hold travel insurance with adequate insurance cover including Covid-19 cover;
- 3.2.4 To complete the post-Brand USA Media Forum survey.

3.3 The following is not included in the hosted media program: Travel insurance; travel to designated departure hubs; ground transfers in Frankfurt between airport and hotel; extended accommodation nights outside the confirmed dates; double occupancy costs; hotel upgrades; visa application fees; personal incidentals or any other costs not stipulated.

4. Travel and Accommodation

4.1 Brand USA will supply the Hosted media with complimentary return economy-class flights/train transport to Frankfurt from selected airports and train stations on specific dates. Please note that these arrangements are non-transferable. The travel times will be allocated to ensure maximum time at Brand USA Media Forum.

4.2 Airport changes requested by the Hosted media are subject to availability and cancellation of flights may incur a fee (see "Cancellations" section below). Any additional cost in reaching the agreed departure airport will be the responsibility of the Hosted media.

4.3 Brand USA will provide the Hosted media with room-only accommodation in Frankfurt, Germany between the dates September 26-29, 2022 in accordance with the number of days the media attends. Media will be hosted for three nights maximum at organizers' discretion as per criteria above.

4.4 Brand USA will not be responsible for extra room costs incurred during the stay. Any room upgrades will be solely at the discretion of the hotel management. Additional nights, if requested by the Hosted media, are payable by the Hosted media directly to the hotel.

5. Cancellations and Replacements for Hosted medias

5.1 Replacements: Invitations to hosted media are non-transferable and personal to the Hosted media. In instances where the Hosted media is no longer able to attend, they may request a named colleague to attend in their place by writing to info@TheBrandUSA.com. Where possible the replacement colleague should be from the same department / job function. On the condition that the replacement is accepted in writing by the Brand USA Media Forum Team, a cancellation fee will not apply. If flights have been arranged there may be name change fees, we reserve the right to pass this cost on to the Hosted media but we will endeavor to do everything we can to avoid this. In cases where a replacement Eurostar ticket is needed, the full fee will be charged back to the Hosted media.

5.2 Cancellation of attendance: Cancellations will only be accepted without charge by written confirmation by email to info@TheBrandUSA.com if received before 12 September, 2022. Cancellations received on or after 12 September, 2022 will be at cost, calculated based on flight and hotel cancellation fees. All cancellations must be received by the Brand USA Media Forum Team in writing and receipt must be acknowledged by the dates specified above.

5.3 Attendance during Brand USA Media Forum: If you miss three (3) or more Pre-Scheduled Appointments you will be at risk of affecting your participation in future events.

5.4 No-Show: Hosted media who do not inform Brand USA of their cancellation and do not attend the Media Forum will be at risk of affecting their participation at future Brand USA events and will be liable for any cancellation fees incurred (hotel and flights).

5.5 Cancellation fees and no-show fees shall be invoiced to the Hosted media within fourteen days of the closing date of the exhibition, and are payable net thirty (30) days of receipt of the invoice.

5.6 The Hosted media agrees that the above charges are a reasonable pre-estimate of the loss suffered by Brand USA in the event of the Hosted media breaching these Terms and Conditions.

6. Exclusion of Liability

6.1 Brand USA takes no responsibility:

6.1.1 For Hosted media who miss their flight/travel arrangements including inter-connecting flights;

6.1.2 For flight cancellation or delay;

6.1.3 If a Hosted media is refused permission to board the aircraft or other mode of transport or is refused entry to Germany or other connecting country;

6.1.4 For any delay or loss of baggage or excess baggage charges (any subsequent dispute shall be directly between the Hosted media and the airline);

6.1.5 For hotel expenses (excluding the cost of the hotel room only) which must be settled with the hotel prior to departure;

6.1.6 Any replacement flights and other costs incurred in relation to the above will be at the expense of the Hosted media or airline, where appropriate;

6.1.7 Travel Insurance: Hosted media must hold travel insurance with adequate insurance cover. Such insurance will ensure that they are covered against unforeseen cancellation charges, medical costs incurred whilst away from home, personal liability claims, loss of money or passport. Existing medical conditions and fitness to travel must be declared prior to Brand USA arranging flights, otherwise travel insurance could be rendered null and void. Brand USA will have no responsibility for any default in insurance cover in respect to the hosted media.

6.1.8 Individual visa requirements, travel permits, other licenses and inoculations will be the sole responsibility of the Hosted media, including any necessary costs incurred;

6.1.9 Brand USA, its agents, its employees, and its subcontractors shall not be liable for loss, damage or delay resulting from acts or threats of war, hijack, terrorist activity, civil commotion, industrial disputes, fuel shortages, natural disasters or adverse weather conditions, strikes or lockouts intervention or regulation, military activity, epidemics or any other circumstances outside Brand USA's or its subcontractor's control which shall make it impossible or inadvisable for Brand USA to hold the Exhibition at the time and place provided or makes it impossible to get the Hosted medias to the Exhibition or to provide flights, hotels, appointments, events or other services to Hosted medias. Brand USA reserves the right to reschedule the Exhibition at another date and/or at an alternative site at its sole and absolute discretion;

6.1.10 Brand USA shall not be liable to the Hosted media, in contract, tort or otherwise for any loss of profit, loss of business or revenue, loss of anticipated savings or any indirect or consequential loss or damage, costs or expenses arising out of or in connection with the Hosted medias attendance at the Exhibition;

6.1.11 Brand USA shall not be liable for the death or personal injury of any Hosted media save where such liability cannot be excluded under English Law.

7. General Provisions

7.1 Data Use. Attendee consents to Brand USA's collection of the information provided in Registration for use in conducting Brand USA Media Forum. Attendee consents to Brand USA's storage and use, including being contacted by the Brand USA Media Forum by phone and email; transfer to other Attendees and non-Attendees alike, of personal contact information (Name, Title, Company, Address, Phone Number, and E-mail) provided in Registration. Brand USA shall, upon request, delete such personal contact information from its records. See Brand USA Privacy Policy for information on making such a request.

7.2 Errors. Brand USA shall not be liable for any errors in any listing or descriptions or for omitting Attendee or any other exhibitor from any directory or other lists or materials.

7.3 Assignment. This Agreement, and the rights and obligations hereunder, may not be assigned, in whole or in part by either party without the prior written consent of the non-assigning party. This Agreement will be binding upon, and inure to the benefit of, the successors, executors, heirs, representatives, administrators and permitted assigns of the parties.

7.4 Compliance with Laws. Each party will comply with all laws, legislation, rules, regulations, governmental requirements and industry standards with respect to its activities under this Agreement. Attendee shall abide by and observe all applicable laws, codes, ordinances, rules and regulations, and all rules and regulations of the Venue. Without limiting the foregoing, Attendee shall ensure that its exhibits meet or exceed the requirements of the Americans with Disabilities Act, if applicable.

7.5 Notices. All notices, approvals, consents, requests, demands, or other communications to be given to either party shall be in writing by any means where receipt is acknowledged (such as email, hand-delivery, registered mail, or overnight mail, or facsimile transmission) and shall be effective on the date of receipt thereof and shall be sent to the addresses set forth in this Agreement, unless otherwise provided in writing.

7.6 Security. Brand USA will retain security for the Event. However, the Attendee agrees that he or she shall be solely responsible for the security of his or her own person and material possessions while at the Event.

7.7 Media Release. Attendee gives Brand USA permission to photograph and video/audio record the Attendee and to use the same in Brand USA publications, promotions, and other media at no cost. Attendee understands that Brand USA has exclusive royalty free rights to these video and audio recordings.

7.8 Change in Scope. Attendee acknowledges that Brand USA's ability to provide all of the Services as outlined in this Agreement may be affected by changes in the assumptions and/or if Attendee does not provide the information and materials requested as set forth above. If a Service is delayed as a result of changes in the assumptions above and/or Attendee's failure to provide materials or information as required, Brand USA shall have the right to modify or cancel the Services.

7.9 Force Majeure. If events beyond the reasonable control of the parties, including but not limited to, acts of God, severe weather, (including but not limited to hurricanes, tropical storms, hailstorms and flooding), war, acts of any government, strikes, labor disputes, civil unrest, terrorist attacks, failure of Venue management to deliver space or related service for any reason outside Brand USA's control, or curtailment or restriction of transportation either in the city in which the Venue is located or in the countries/states of origin of the attendees, which makes it illegal, impossible or impracticable to hold the Event as contemplated by this Agreement, Brand USA may terminate this Agreement upon written notice. In such event, neither party shall have any further liability to the other party, provided that Brand USA shall promptly return any prepaid amounts in excess of Brand USA's out of pocket expenses for sponsorship activities provided prior to the termination of this Agreement, to Attendee or the Sponsorship fee may be applied to the rescheduled Event, or to the purchase of any Brand USA research product or event within one year of the cancelled Event.

7.10 Coronavirus. Exhibitors and Attendees must complete a Brand USA Covid-19 Waiver in advance. All Exhibitors and Attendees must adhere to German, local, and venue rules, which may include evidence of negative tests, daily temperature screenings, and mask wearing.

7.11 Choice of Law and Dispute Resolution. This Agreement and the rights of the parties hereunder will be governed and interpreted in accordance with the laws of Germany without regard to its conflict of laws rules or choice of law principles which would require the application of the law of any other jurisdiction. If a dispute arises out of, or relates to, this Agreement, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree to

settle the dispute by arbitration (with a single arbitrator) in accordance with the rules of the American Arbitration Association in New York. Each party shall be responsible for its own attorneys' fees.

7.12 Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the matters stated herein, and contains all of the covenants and agreements between the parties with respect thereto. This Agreement may be amended or modified only in writing, and shall be effective only after affixation of Attendee's and Brand USA's signatures.

7.13 Trade events. Attendees may not host or operate a Frankfurt-based media event at any time during the Term of Brand USA Media Forum without written permission from Brand USA.

No waiver by either party of any breach by the other party of any of the provisions of this Agreement shall be construed as a waiver of that or any other provision on any other occasion. No third party shall have any rights under this Agreement pursuant to Contracts (Rights of Third Parties) Act of 1999 or otherwise. In the event any one or more of the provisions of the Agreement shall be held to be invalid, illegal or unenforceable, the remaining provisions of the Agreement shall remain in effect.

This Agreement may be executed in two or more original counterparts, which together shall constitute the same Agreement. Facsimile signatures will have the same effect and may be treated as original signatures.

The sections above entitled Warranty and Assumption of Risks; Releases, and all General Provisions, will survive the termination of this Agreement for any reason.