## **DELEGATE TERMS AND CONDITIONS**

## **Terms & Conditions for Event Participation**

I understand that Philanthropy Impact wishes to know that I have a full understanding of the terms of my participation. Accordingly, I confirm that I understand the Details of the event (ie the event name, date and location) and have read the Terms and Conditions listed herein. By requesting an invitation, I confirm that I accept the Details and Terms and Conditions.

If there is a contradiction between the Details and the Terms and Conditions - the Details take precedence. Please find below the terms and conditions for information purposes.

## **Definitions:**

In these terms and conditions, the following terms have the following meanings:

The Event: As stated on the event website within www.philanthropy-impact.org

The Organiser: Philanthropy Impact, its officers and representatives.

The Delegate: The individual who is invited to take part in the Event and whose details are supplied during the online registration process.

Law and Jurisdiction: These terms and conditions shall be construed in accordance with English law and any disputes resulting from an interpretation of these terms and conditions shall be settled by an English court.

**Payments:** For paid-for events, all bookings made prior to the conference must be paid in full to guarantee registration. Once payment has been received, an email confirmation and a receipt of payment will be sent. If payment is not made at the time of booking, registration will be provisional. Bookings received less than two weeks before the conference date can only be booked online and paid for using a debit or credit card or an invoice if request by the delegate.

**Postponement or abandonment:** The Delegate shall not have any claim against the Organiser in respect of any loss or damage consequent upon the failure, for whatever reason, to hold the Event or of the venue being unable to hold the Event.

**Cancellation terms:** If you are unable to attend an event and need to cancel a booking, let us know in advance and in writing by email to <u>registration@philanthropy-impact.org</u>. All cancellations must be received at least 5 days before the start of the Event. No refunds will be made for requests received after that time. Refunds will be issued in the same form payment was made. Please allow two weeks for processing.

**The exclusion of personnel:** The Organiser reserves the right to exclude or remove from the Event any person whose presence in the opinion of the Organiser is, or is likely to be, undesirable.

**Speakers:** Views expressed by speakers are their own. Philanthropy Impact cannot accept liability for advice given, or views expressed, by any speaker at the conference or in any material provided to delegates.

**Recording:** For promotional purposes, there may be a professional photographer and video production taking place during the conference. To help produce the roundtable findings, we may record audio output from the event. Delegates who do not wish to be filmed or recorded should advise the organisers by email to <u>administration@philanthropy-impact.org</u> prior to the event.

Venue rules: You must abide by the rules and regulations as set down by the venue.

**Insurance:** The Organiser is not responsible for any personal injury nor for the safety of any property of the Delegate or other person, or for its loss or any damage sustained by a Delegate or other people, in each case for any reason whatsoever.

**Information copyright and data protection:** Information supplied by the Organiser in relation to the Event is accurate to the best of its knowledge and belief but shall not constitute any warranty or representation by the Organiser. Unless stated otherwise all information and data relating to the Event which is supplied by the Organiser to a Delegate is for use by the Delegate only, is the copyright of the Organiser and cannot be passed on to any third party for any purpose.

## Use and disclosure of Personal Data:

The Organiser agrees hereby to comply with all applicable requirements of Data Protection Legislation and the Organiser will only use the information that it collects about the Delegate in accordance with the Data Protection Legislation.

The Organiser collects Personal Data in order to be able to respond to requests for information and to provide the Delegate with the best possible service. This includes, but is not limited to, processing the Personal Data for the following purposes:

- fulfilling event bookings;
- market research;
- marketing profiles;
- share contact information only with confirmed participants to facilitate networking and business development;
- notifying the Delegate of any new services, products, events and features;
- providing a personalised service;
- strategic development; and
- understanding the Delegate's needs.

You can choose to unsubscribe from Philanthropy Impact emails at any time. You may get your information updated or removed from the Philanthropy Impact CRM system by emailing <u>administration@philanthropy-impact.org</u> or by writing to us at Philanthropy Impact, 7-14 Great Dover Street, London, SW14YR.

The Delegate will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Organiser for the duration and purposes of these terms and conditions.

The Organiser will in relation to any Personal Data processed in connection with the performance by the Organiser of its obligations under this agreement:

- Process that Personal Data only on the written instructions of the Delegate unless the Organiser is required by the laws of any member of the European Union or by the laws of the European Union applicable to the Organiser to process Personal Data (Applicable Laws). Where the Organiser is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, the Organiser shall promptly notify the Delegate of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Organiser from so notifying the Delegate;
- ensure that it has in place appropriate technical and organisational measures, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
- ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
- not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Delegate has been obtained and the following conditions are fulfilled:
  - o the Delegate or the Organiser has provided appropriate safeguards in relation to the transfer;
  - o the Delegate has enforceable rights and effective legal remedies;

- the Organiser complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
- the Organiser complies with reasonable instructions notified to it in advance by the Delegate with respect to the processing of the Personal Data;
- assist the Delegate, at the Organiser's cost, in responding to any request from the Delegate and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- notify the Delegate without undue delay on becoming aware of a Personal Data breach;
- at the written direction of the Delegate, delete or return Personal Data and copies thereof to the Organiser on termination of the agreement unless required by Applicable Law to store the Personal Data; and
- maintain complete and accurate records and information to demonstrate its compliance with this clause and allow for audits by the Delegate or the Delegate's designated auditor.

The Delegate consents to the Organiser appointing a third-party processor of Personal Data under this agreement.

The Organiser confirms that it has entered or (as the case may be) will enter with the third-party processor into a written agreement. As between the Delegate and the Organiser, the Organiser shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause.

All personal data acquired by the Organiser from the Delegate shall only be used for the purposes of this Agreement and shall not be further processed or disclosed without the Delegate's consent.