

# Terms and Conditions:

Revision date: February 19, 2014

## 1. General Terms and Conditions:

Welcome to the Legend Exhibitions website. These terms of use (together with the documents referred to in it and our Privacy Policy) govern your use of the website events.legendexhibitions.com (or any of our other websites including our various top-level domains as well as various sub-domains and aliases of these domains) (collectively our 'Website') whether as a website visitor ('User') or as a registered user of our Services ('Customer') and sets out the agreement that operates between you and us ('The Terms of Use'). These Terms of Use set out the rights and obligations of all Users and Customers ('you, your') and those of Legend Exhibitions Limited ('us, our, we') in relation to your use of our Website.

Please read these Terms of Use and our Privacy Policy carefully before you start to use our Website. By accessing and/or using our Website, you indicate that you accept these Terms of Use and our Privacy Policy and that you agree to abide by them. If you do not agree to these Terms of Use and our Privacy Policy, please refrain from using our Website. Additionally, if you register as a Customer of our Services you will also be required to abide by our Subscription Agreement.

### Information About Us

events.legendexhibitions.com is a website operated by Legend Exhibitions ('we'). We are registered in c/o Fox Accountancy 144 Hall Lane, Upminster, Essex RM14 1AT, England, England under company number 5442666 and have our registered office at (full address). Our VAT number is GB 864503814.

## **Accessing our Website**

Access to our Website is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on our Website without notice (see below). We will not be liable if for any reason our Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of our Website, or our entire Website, to Users and/or our Customers.

If you choose, or you are provided with, a username, password or any other piece of information as part of our security procedures ('Login Details'), you must treat such information as confidential, and you must not disclose it to any third party. We have the right to disable any Login Details, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of these Terms of Use. If you have any concerns about your Login Details or you think they have been misused, you should contact [david@legendexhibitions.com](mailto:david@legendexhibitions.com) immediately to let us know.

You are responsible for making all arrangements necessary to gain access to our Website. You are also responsible for ensuring that all persons who access our Website through your internet connection are aware of these Terms of Use, and that they comply with them.

## **Intellectual Property Rights**

Intellectual Property Rights means patents, rights to inventions, know-how, copyright and related rights, moral rights, trademarks and service marks, trade names and domain names, rights in get-up, rights to goodwill or to sue for passing off or unfair competition, rights in design, rights in computer software, database rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world. We are the owner or the licensee of all Intellectual Property Rights in our Website, and in the material published on it (excluding your Contributions). Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

In respect of all material and content that you submit to or post on our Website (your ‘Contributions’), you grant us a worldwide, irrevocable, non-exclusive, royalty-free licence to use, reproduce, adapt, publish, translate and distribute such material in any media, together with the right to sub-licence such rights.

You may not copy, reproduce, republish, download, post, broadcast, transmit, make available to the public, or otherwise use any content on our Website (excluding your Contributions) in any way except for your own personal, non-commercial use.

You must not use any part of the materials on our Website for commercial purposes without obtaining a license to do so from us or our licensors.

## **Our Website Changes Regularly**

We aim to update our Website regularly, and may change the content at any time. If the need arises, we may suspend access to our Website, or close it indefinitely. Any of the material on our Website may be out of date at any given time, and we are under no obligation to update such material.

## **Our Liability**

We have taken every care in the preparation of our Website. However, we will not be responsible for any errors or omissions in relation to such content or for any technical problems you may experience with our Website. If we are informed of any inaccuracies on our Website we will attempt to correct this as soon as we reasonably can.

The material displayed on our Website is provided on an ‘as is’ basis without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, we, other members of our group of companies and third parties connected to us hereby expressly exclude:

- (a) All conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity;
- (b) Any liability for any direct, indirect or consequential loss or damage incurred by any User and/or Customer in connection with our Website or in connection with the use, access, inability to use or access, or

results of the use or access of our Website, any third party websites linked to it (in particular our publisher network) and any materials posted on it and/or such third party websites, including:

- (i) loss of income or revenue;
  - (ii) loss of business;
  - (iii) loss of profits or contracts;
  - (iv) loss of anticipated savings;
  - (v) loss of data;
  - (vi) loss of goodwill;
  - (vii) wasted management or office time; and
  - (viii) for any other loss of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.
- (c) This does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.

## **Information About you and your Visits to our Website**

We process information about you in accordance with our Privacy Policy. This is described in more detail in our Privacy Policy. By using our Website, you consent to such processing and you warrant that all data provided by you is accurate and that you have the consent of all those whose personal data have been disclosed, for such processing of their personal data.

## **Uploading Material to our Website**

Whenever you make use of a feature that allows you to upload material to our Website, or to make contact with other Users of our Website, you must comply with all applicable laws and our Content Standards. You warrant that any such contribution does comply with those standards, and you indemnify us for any breach of that warranty. Any material you upload to our Website will be considered non-

confidential and non-proprietary, and we have the right to use, copy, distribute and disclose to third parties any such material for any purpose. We also have the right to disclose your identity to any third party who is claiming that any material posted or uploaded by you to our Website constitutes a violation of their Intellectual Property Rights, or of their right to privacy.

We will not be responsible, or liable to any third party, for the content or accuracy of any materials posted by you or any other User of our Website.

We have the right to remove Contributions you make on our Website if, in our opinion, such material does not comply with our Content Standards.

## **Viruses, Hacking and other Offences**

You must not misuse our Website by knowingly introducing anything or any device (including any software, code, file or program) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any program or data, including the reliability of any program or data (whether by re-arranging, altering or erasing the program or data in whole or part or otherwise); or adversely affect the user experience, including worms, Trojan horses, viruses, logic bombs, time-bombs, keystroke loggers, spyware, adware and other similar things or devices. You must not attempt to gain unauthorized access to our Website, the server on which our Website is stored or any server, computer or database connected to our Website. You must not attack our Website via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you may commit a criminal offence and we will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Website will cease immediately.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our Website or to your downloading of any material posted on it, or on any website linked to it.

## **Prohibited Uses**

You may use our Website only for lawful purpose. You may not use our Website:

- (a) In any way that breaches any applicable local, national or international law or regulation;
- (b) In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
- (c) For the purpose of harming or attempting to harm minors in any way;
- (d) To send, upload, download, use, re-use or knowingly receive any material which does not comply with our Content Standards (see section 13 below);
- (e) To transmit, or procure the sending of, any unsolicited or unauthorized advertising or promotional material or any other form of similar solicitation (spam);
- (f) To transmit any data, send or upload any material that contains viruses, trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

You also agree:

- (a) Not to produce, duplicate, copy or re-sell any part of our Website in contravention of the provisions of these Terms of Use.
- (b) Not to access without authority, interfere with, damage or disrupt:
  - (i) any part of our Website;
  - (ii) any equipment or network on which our Website is stored;
  - (iii) any software used in the provision of our Website; or
  - (iv) any equipment or network or software owned or used by any third

party.

## **Offline Conduct**

Although we cannot monitor your conduct off our Website, it is also a violation of these Terms of Use to use any information obtained from our Website in order to harass, abuse, or harm another person, or in order to contact, advertise to, solicit or sell to any person without their prior explicit consent.

## **Interactive Services**

We may from time to time provide interactive services on our Website, including, without limitation, blogs, bulletin boards, chat rooms (collectively ‘Interactive Services’). Where we do provide any Interactive Service, we will provide clear information to you about the kind of service offered, if it is moderated and what form of moderation is used (including whether it is human or technical).

We will do our best to assess any possible risks for Users (and in particular, for children) from third parties when they use any Interactive Service provided on our Website, and we will decide in each case whether it is appropriate to use moderation of the relevant service (including what kind of moderation to use) in the light of those risks. However, we are under no obligation to oversee, monitor or moderate any Interactive Service we provide on our Website, and we expressly exclude our liability for any loss or damage arising from the use of any Interactive Service by a User in contravention of our Content Standards, whether the service is moderated or not.

## **Content Standards**

These content standards apply to any and all materials which you contribute to our Website (‘Contributions’), and to any interactive services associated with them (‘Content Standards’).

You must comply with the spirit of the following Content Standards as well as the letter. The Content Standards apply to each part of any

Contribution as well as to its whole.

Contributions must:

- (a) be accurate (where they state facts);
- (b) be genuinely held (where they state opinions);
- (c) comply with applicable law in the UK and in any country from which they are posted.

Contributions must not:

- (a) Contain any material which is defamatory of any person;
- (b) Contain any material which is obscene, offensive, hateful or inflammatory;
- (c) Promote sexually explicit material;
- (d) Promote violence;
- (e) Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- (f) Infringe any copyright, database right or trade mark of any other person;
- (g) Be likely to deceive any person;
- (h) Be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
- (i) Promote any illegal activity;
- (j) Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety;
- (k) Be likely to harass, upset, embarrass, alarm, or annoy any other person.
- (l) Be used to impersonate any person, or to misrepresent your identity or affiliation with any person;
- (m) Give the impression that they emanate from us, if this is not the case;
- (n) Advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

## **Linking to our Website**

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of



it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link from any website that is not owned by you.

Our Website must not be framed on any other website, nor may you create a link to any part of our Website other than the home page. We reserve the right to withdraw linking permission without notice. The website from which you are linking must comply in all respects with the Content Standards (see section 13 above).

If you wish to make any use of material on our Website other than that set out above, please address your request to [david@legendexhibitions.com](mailto:david@legendexhibitions.com)

## **Links from our Website**

Where our Website contains links to other websites (in particular to our publisher network) and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those websites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

## **Suspension and Termination**

We will determine, in our discretion, whether there has been a breach of these Terms of Use and/ or our Subscription Agreement (collectively 'Global Terms of Use') by your use of our Website. When a breach of these Terms of Use has occurred, we may take such action as we deem appropriate.

Failure to comply with the Global Terms of Use constitutes a material breach of the terms upon which you are permitted to use our Website, and may result in our taking all or any of the following actions:

- (a) Immediate, temporary or permanent withdrawal of your right to use our Website;
- (b) Immediate, temporary or permanent removal of any posting or material uploaded by you to our Website;

- (c) Issue of a warning to you;
- (d) Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;
- (e) Further legal action against you;
- (f) Disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

We exclude liability for actions taken in response to breaches of the Global Terms of Use. The responses described in the Global Terms of Use are not limited, and we may take any other action we reasonably deem appropriate.

## **Indemnity**

You agree to indemnify us and keep us indemnified (including our directors, agents, servants and employees) against all losses, costs, charges, demands, proceedings, damages, actions, expenses and claims howsoever incurred by us as a result of your use of our Website or a breach by you of any of these Terms of Use.

In the event that your Contributions infringe any rights of any third party, you shall, at your own expense and at our discretion, either obtain the right to use such Contribution or render such Contribution free of any infringement.

## **Trade Marks**

We may revise these Terms of Use at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we made, as they are legally binding on you. Some of the provisions contained in these Terms of Use may also be superseded by provisions or notices published elsewhere on our Website.

If we fail to insist upon strict performance of any of your obligations under any of these Terms of Use, or if we fail to exercise any of these rights or remedies to which we are entitled under these Terms of Use, this shall not constitute a waiver of such rights or remedies and shall

not relieve you from compliance of such obligations. A waiver by us of any default shall not constitute a waiver of any subsequent default. No waiver by us of any of your obligations under these Terms of Use shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing.

If any term, condition or provision (or part thereof) of these Terms of Use are determined by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal to any extent, such term, condition or provision (or part thereof) will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

## **Variations**

We may revise these Terms of Use at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we made, as they are legally binding on you. Some of the provisions contained in these Terms of Use may also be superseded by provisions or notices published elsewhere on our Website.

## **Waiver**

If we fail to insist upon strict performance of any of your obligations under any of these Terms of Use, or if we fail to exercise any of these rights or remedies to which we are entitled under these Terms of Use, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance of such obligations. A waiver by us of any default shall not constitute a waiver of any subsequent default. No waiver by us of any of your obligations under these Terms of Use shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing.

## **Severability**

If any term, condition or provision (or part thereof) of these Terms of

Use are determined by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal to any extent, such term, condition or provision (or part thereof) will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

## **Entire Agreement**

The terms of the Privacy Policy posted on our Website are incorporate by reference herein.

These Terms of Use, our Privacy Policy and any other terms accepted by you in connection with your use of our Website represent the entire agreement and understanding between you and us in relation to their subject matter and supersede any prior agreement, understanding or arrangement between you and us, whether oral or in writing, relating to the subject matter they cover.

Both you and us acknowledge that neither you nor us has relied on any representation, undertaking, assurance, statement, representation, warrant or promise given by the other or be implied from anything said or written in negotiations between you and us except as expressly stated in these Terms of Use.

## **Jurisdiction and Applicable Law**

The English courts will have exclusive jurisdiction over any claim arising from, or related to, a visit to our Website although we retain the right to bring proceedings against you for breach of these Terms of Use in your country of residence or any other relevant country.

These Terms of Use and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

## **Relationship to other Agreements**

These Terms of Use apply in addition to (and not in lieu of) the Pick Event Ltd Subscription agreement. If you entered into one or more Booking Forms for our Service, these Terms of Use apply in addition (and not in lieu of) the Subscription Agreement.

## **Your Concerns**

If you have any concerns about material which appears on our Website, please contact [david@legendexhibitions.com](mailto:david@legendexhibitions.com).

## **2. Ticketing Terms and Conditions:**

In these Ticketing terms and conditions "Legend Exhibitions" refers to Legend Exhibitions Limited. Legend Exhibitions sells all tickets as an agent on behalf of the organisers, Event Organisers, speakers, venues or producers of an event (referred to as a the "Event Organiser") on these terms and conditions and subject to any other terms, conditions or rules applicable to that event.

### **Purchasing tickets**

Tickets you purchase are for personal use. Except as they may agree, you and your party must not re-sell or transfer (or seek to re-sell or transfer) the tickets in breach of the applicable terms. A breach of this condition will entitle Legend Exhibitions or the Event Organiser to cancel the tickets without prior notification, refund, compensation or liability.

In addition to the ticket price your order may require payment of a booking fee per ticket, transaction fees per order and/or other supplementary fees which may apply to the event. Those fees are not refundable except as set out in paragraphs 3, 4, 6, 10, 14, 19 and 33

below.

If you order or buy more tickets than the maximum permitted per person, per card or per household, we may cancel all of the order or tickets, in which case you will be refunded the ticket price and any booking, transaction or supplementary fees you have paid.

To prevent fraud and protect Legend Exhibitions and you, we may carry out checks and/or you may be asked to provide additional information (such as a copy of a credit or debit card statement) after your booking so we can verify your purchase. If we suspect fraud we may cancel any order or tickets.

You must inform Legend Exhibitions of any change of email address, both before and after receipt of the tickets. Our contact details are below. Our preferred method to contact you is email, so you should take care to provide a current, valid email address and be aware that your email filter settings may treat our emails as spam or direct them to your junk folder.

An order for tickets is not complete until accepted by us. We try to ensure all prices are accurate but errors may occur. If we discover an error in the price of tickets you have ordered we will inform you as soon as possible and we may either cancel the order (in which case you will be refunded the ticket price and any booking, transaction or supplementary fees you have paid) or give you the option of confirming your order at the correct price.

## **Delivery and collection**

Tickets will be sent to you by email or you can download directly from the website.

We cannot usually specify the dates on which you will receive tickets. If you do not inform us of the non-receipt of tickets within a reasonable time (in any event at least 72 hours before the event) we will have no liability to you.

Always check your tickets upon receipt and advise us promptly of any errors. Mistakes when ordering cannot always be corrected and any corrections are discretionary.

## **Cancellation Rights and Refunds**

Tickets cannot be transferred, exchanged or refunded once purchased other than for the reasons set out in these terms and conditions.

### **Cancellation, change or postponement of an event**

Decisions to change or cancel events are the responsibility of the Event Organiser. Legend Exhibitions cannot guarantee to inform you of any change or cancellation of any event or be held responsible for refunds or for any resulting costs you may incur for travel, accommodation, any other related goods or service or other compensation.

You should always check that an event is going ahead at the scheduled date, time and venue.

If an Event Organiser cancels an event or makes significant changes to the venue, date, schedule time or/and any other changes, they should notify you through the message system and make the appropriate modification through the website. Legend Exhibitions will try to inform you if there is a major change. You will usually be contacted by email. If an event is rescheduled, changed or moved, the Event Organiser will usually give you the option of either retaining or exchanging your tickets for the new date/location, or alternatively claiming a refund. If an event is cancelled by the Event Organiser you will normally be offered a refund. Please note that the Booking Fee and any Transaction Fees are not refundable in these circumstances.

### **Refunds**

If for any reason you are entitled to a refund, you should know:

Any refund will usually be paid using the same method you used to buy the tickets within 30 days of the original date of the event.

For more information about refunds please contact our customer service page.

No refunds will be offered under any circumstances if you fail to comply with the all terms and conditions applicable to those tickets, the venue or the event (see paragraph 24 below).

## **Attending an event**

In some cases, Legend Exhibitions does not organise the event, then has no responsibility whatsoever for any loss or damage of any kind suffered at or in connection with any event (including loss, damage or theft any personal property at an event).

Admission to an event is at all times subject to any terms, conditions or rules of the Event Organiser and the venue operator. If you breach those terms, conditions or rules then the Event Organiser or venue operator may refuse admission or require you or other ticket holders to leave the venue.

Amongst other things you will need to comply with health and safety rules and any security requirements (including security searches for the safety of those attending the event). The venue or the Event Organiser will have rights to refuse admission or eject you in certain circumstances and these are likely to include if you are involved with abusive, threatening, drunken or other anti-social behaviour, or carry offensive weapons or illegal or prohibited substances or make unauthorised audio, video or photographic recordings. There will often also be rules restricting or preventing the admission of latecomers.

Legend Exhibitions will highlight any terms, conditions or rules relating to the event of which it is aware and which it considers particularly significant, onerous or unusual. Information on where you can find full details of relevant terms, conditions or rules will be available from the Event Organiser or venue operator via the box office or their website or during the online booking process.

Before you finalise your booking, please read all the information that applies to the event and/or ticket. If you or any member of your party has particular requirements please raise these when booking and we will endeavour to address your query. There can be no guarantee that requirements can be met if notified at the event.

When you receive your tickets check the details carefully.

Specific seats may be allocated to you at the time of booking, but the Event Organiser should notify you about this.



# Privacy Policy:

Revision date: February 19, 2014

Privacy is really important to our customers and site visitors and that our customers and site visitors want to know that their data will not be used for any unintended purpose and will not be shared with third parties except as described in this Privacy Policy. We therefore take appropriate organisational and technical security measures to respect the security of your personal information and to protect your personal data against unauthorized disclosure or processing.

This acceptable use policy sets out the terms between you and us under which you may access our website [events.legendexhibitions.com](http://events.legendexhibitions.com). This acceptable use policy applies to all users of, and visitors to, our site. Your use of our site means that you accept, and agree to abide by, all the policies in this acceptable use policy, which supplement our terms of website. [events.legendexhibitions.com](http://events.legendexhibitions.com) is a site operated by [events.legendexhibitions.com](http://events.legendexhibitions.com). ("Legend Exhibitions ", "we", "us" and/or "our"). We are registered in UK under company number 5442666. Our VAT number is GB 864503814.

This Privacy Policy sets forth our policy with respect to information, including personally identifiable information ("Personal Data"), that is collected from users of and/or visitors to the Services (including through those users' and visitors' agents) ("you" or "your"), including (i) registered users who are event organisers, planners, speakers and charitable organisations ("Organisers"), (ii) users who want to purchase tickets to, register for or donate to events (whether free or paid) listed by Organisers on the Services ("Buyers"), and (iii) other non-Organiser users or visitors to the Services ("other non-Organisers").

By using the services or allowing someone to use the services on your behalf, you are accepting this Privacy Policy and our Terms of Use.

This mean that you are consenting to our collection, use, disclosure, transfer and storage in accordance with this Privacy Policy of any Personal Data or other information received by us as a result of such use.

## **Data Security and Integrity**

The security of your personal information is important to us. We follow generally accepted industry standards to protect the personal information submitted to us, both during transmission and once we receive it. Personal information collected or displayed through our Site is protected in transit by industry standard encryption processes (SSL encryption). However, no method of transmission of information via the Internet, or method of electronic storage, is 100% secure. Therefore, although we do our best to protect data, we cannot guarantee its absolute security. Any transmission is at your own risk.

Data provided by you may be unlawfully available to hackers and snoopers. We take no responsibility for this. We employ physical, electronic, and managerial measures, including education and training of our personnel, designed to provide the personal information in our possession with reasonable protection from accidental loss or destruction, improper use, alteration or disclosure.

## **Data Retention on the Site**

We will retain your information for as long as your account is active and for such a period thereafter as we are legally obliged.

If you wish to cancel your account or request that we no longer use your information to provide you Services contact us at david@legendexhibitions.com. We will retain and use your information as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements. Please see our Terms of Use for further

information on termination, suspension and cancellation of your account.

## **Information Collection and Use**

We collect basic identification and contact information such as your name, email address and contact details on various forms on our Site including registration, newsletter sign-up, support areas, demo requests and blog comments. We may also ask for information when you report a problem with our Site.

This information is used:

- to provide you with the Services which you request
- to maintain our accounts
- for billing
- to ensure that content from our Site is presented in the most effective manner for you and your computer
- to enable us to answer your enquiries
- for verifying your identity for security purposes
- for marketing our Services and products
- to help make our Site as useful to you as possible
- to notify you about changes to our Services
- to carry out our obligations arising from any contracts entered into between you and us
- information which does not identify any individual may be used in a general way by us or third parties, to provide class information, for example relating to demographics or usage of a particular page or Service.

## **Organisers**

We collect Personal Data from you when you voluntarily provide such information to the Services, such as when you register for access to the Services as an Organiser, contact us with inquiries, respond to one of

our surveys or use certain Services. The Personal Data we may collect includes without limitation your name, address, email address and other personally identifiable information. In some cases we may collect your credit card information (e.g., your credit card number and expiration date, billing address, etc.), some of which may constitute Personal Data, to secure certain payments. In addition, if you use our payment processing services, we will collect financial information from you (e.g., your bank account information or an address to send cheques) as necessary to facilitate payments and information required for tax purposes (e.g., your taxpayer identification number).

## **Buyers and other non-Organisers**

We collect Personal Data from you when you voluntarily provide such information to the Services (including event registration pages within the Services), such as when you register for access to the Services (whether as an Organiser or otherwise), register for an event as a Buyer, contact us with inquiries, respond to one of our surveys or use certain parts of the Services. The Personal Data we may collect includes without limitation your name, address, email address, postcode and other personally identifiable information. If you register for a paid event, we will collect financial information from you (e.g., your credit card number and expiration date, billing address, etc.) some of which may constitute Personal Data. In addition, Organisers can set up event registration pages to collect virtually any information from Buyers in connection with registration for an Organiser's event listed on the Services. If a Buyer voluntarily provides that information in connection with registration for an event or otherwise, it will be available to us and will be held by us in accordance with this Privacy Policy. In addition, such information will be delivered to the Organiser of the applicable event in accordance with "Our Disclosure of Information That We Collect: Organisers" below.

## **Communication from the Site**

## **Newsletters**

You will be added to Legend Exhibitions's email newsletter(s) list only if you register to receive newsletter(s) via a form on our Site. If you wish to subscribe to our newsletter(s), we will use your name and email address to send the newsletter(s) to you. Out of respect for your privacy, we provide you with a way to unsubscribe. Please see the "Choice and Opt-out" section.

## **Special Offers and Updates**

If you are a Legend Exhibitions customer or you have subscribed to our newsletter(s), we will occasionally send you information on products, Services, special deals, and promotions.

Out of respect for your privacy, we present the option not to receive these types of communications. Please see the "Choice and Opt-out" section.

## **Service-related Announcements**

If you are a Legend Exhibitions customer we will send you strictly Service-related announcements on rare occasions when it is necessary to do so. For instance, if our Service is temporarily suspended for maintenance, we might send you an email. You may not opt-out of these communications, which are not promotional in nature.

## **Customer Service**

Based upon the Personally Identifiable Information you provide us upon signing up for a Legend Exhibitions account, we will send you a welcoming email to verify your username and password. We will also communicate with you in response to your enquiries, to provide the Services you request, and to manage your account.

## **Surveys**

From time-to-time we may provide you the opportunity to participate in surveys on our Site. If you participate, we will request certain Personally Identifiable Information from you. Participation in these surveys is completely voluntary and you therefore have a choice whether or not to disclose this information. The requested information typically includes contact information (such as name and postal address), and demographic information (such as postal code and type of business). We use this information to monitor Site traffic and/or improve our Site.

### **Blog**

Our Site offers publicly accessible blogs. You should be aware that any information you provide in these areas may be read, collected, and used by others who access them. To request removal of your personal information from our blog or community forum, contact us at david@legendexhibitions.com. In some cases, we may not be able to remove your personal information, in which case we will let you know if we are unable to do so and why.

### **Affiliate Program**

We use a third party tracking software for our Affiliate Program called Post Affiliate Pro. For further information please see the Terms of Use and Privacy Policy that govern our Affiliate Program.

### **Customer Testimonials/Comments/Reviews**

We post customer testimonials (written and via video) which may contain Personally Identifiable Information. We do obtain the customer's consent prior to posting the testimonial to post their name and/or image along with their testimonial.

### **Aggregate Information (non-personally identifiable)**

We share aggregated demographic information about our user base

with our partners and advertisers. This information does not identify individual users. We do not link aggregate user data with Personally Identifiable Information.

**Personally Identifiable Information:**

'Personally Identifiable Information' means any information or combination of information that can be used to identify, contact, or locate a discrete individual. Except as set out below, we do not share, sell or disclose Personally Identifiable Information to any third party. We will share or disclose your personal information with third parties only in the ways that are described in this Privacy Policy. We do not sell your personal information to third parties except as described in this Privacy Policy (see 'Business Transitions').

We may provide your personal information to companies that provide services to help us with our business activities such as offering customer service. These companies are authorized to use your personal information only as necessary to provide these services to us.

**We may also disclose your personal information:**

- as required by law, such as to comply with a subpoena, legal process and/or mandatory professional standards
- when we believe in good faith that disclosure is necessary to protect our rights, protect your safety or the safety of others, investigate fraud, or respond to a government request
- the disclosure is reasonably related to the sale or other disposition of all or part of our business or assets. If Legend Exhibitions is involved in a merger, acquisition, or sale of all or a portion of its assets, you will be notified via email and/or a prominent notice on our Site of any change in ownership or uses of your personal information, as well as any choices you may have regarding your personal information to any other third party with your prior consent to do so the information to be disclosed is publicly available.

## **Choice and Opt-Out**

If you no longer wish to receive our newsletter and/or promotional communications, you may opt-out of receiving them by following the instructions included in each newsletter or communication or by emailing us at david@legendexhibitions.com.

You will be notified when your personal information is collected by any third party that is not our agent/service provider, so you can make an informed choice as to whether or not to share your information with that party.

## **Log Files and Information Tracked**

As is true of most websites, we gather certain information automatically and store it in log files. This information includes internet protocol (IP) addresses, browser type, internet service provider (ISP), referring/exit pages, operating system, date/time stamp, and clickstream data.

We use this information to analyze trends, to administer the Site, to track users' movements around the Site and to gather demographic information about our user base as a whole.

We do sometimes link this automatically-collected data (such as IP addresses) to Personally Identifiable Information in order to improve our Site and to deliver a better and more personalized Service.

We use several third-party tracking services that use cookies, IP addresses, location, browser and operating system data to track non-Personally Identifiable Information about visitors to our Site in the aggregate. These are: Crazyegg; Kiss Metrics; Google Analytics; Zopim; Uservoice;. We have no access or control of these third party tracking utilities.



## **Cookies**

A cookie is a small text file that is stored on a user's hard drive for record-keeping purposes. We use cookies on our Site to obtain information about our customer's general internet usage. They enable us to monitor usage patterns, store information about customer's preferences and to recognise our customer's when they return to our Site.

We do sometimes link the information we store in cookies to any Personally Identifiable Information you submit while on our Site in order to improve our Site and to deliver a better and more personalised Service.

We use both session ID cookies and persistent cookies. We use session cookies to make it easier for you to navigate our Site. A session ID cookie expires when you close your browser. A persistent cookie remains on your hard drive for an extended period of time. You can remove persistent cookies by following directions provided in your Internet browser's "help" file.

We set a persistent cookie to store your passwords, so you don't have to enter it more than once. Persistent cookies also enable us to track and target the interests of our users to enhance the experience on our Site.

You may refuse to accept cookies by activating the settings on your browser which allows you to refuse the setting of cookies. However, if you select this setting your ability to access certain areas of our Site may be limited. Unless you have adjusted your browser setting so that it will refuse cookies, our system will issue cookies when you log on to our Site.

## **Web Beacons**

We use clear web beacons (a tiny .gif image with a unique identifier) in

our HTML-based emails to determine a user's ability to receive HTML-based emails and to let us know which emails have been opened by recipients. This allows us to gauge the effectiveness of certain communications and the effectiveness of our marketing campaigns. If you would like to opt-out of these emails, please see "Choice and Opt-out."

A web beacon is activated when an HTML-based email is opened via a request for the image on our servers. This capability helps us send emails in a format that users can read. It enables us to track the aggregate number of emails opened. We do sometimes tie the information gathered by clear web beacons to our customers' Personally Identifiable Information (i.e. their email address).

### **Links to other Websites**

This Privacy Policy only applies to the privacy of users of Legend Exhibitions's Site and Services.

Our Site may, from time to time, contain links to and from the Site of our partner networks, advertisers and affiliates, to enable you to visit these other websites easily. However, once you have used these links to leave our Site, you should note that we do not have any control over that other website. Therefore, we cannot be responsible for the protection and privacy of any information which you provide whilst visiting such websites. Such websites are not governed by this Privacy Policy. We accept no liability or responsibility for the privacy practice or the content of any such other websites to which we may link. You should exercise caution when entering personal information online and look at the privacy statement applicable to the website in question.

### **Access to Personally Identifiable Information**

If your Personally Identifiable Information changes, or if you no longer

desire our Service, you may correct, update, amend, or delete/remove it by emailing our Customer Support at david@legendexhibitions.com. We will respond to all access requests within 30 days.

## **Data Storage**

All information you provide to us is stored on our secure servers. Where we have given you (or where you have chosen) a password which enables you to access certain parts of our Site, you are responsible for keeping this password confidential. We ask you not to share your password with anyone.

## **Business Transitions**

In the event that Legend Exhibitions goes through a business transition, such as a merger, acquisition by another company, or sale of all or a portion of its assets, your Personally Identifiable Information will likely be among the assets transferred.

## **Information Collection and Use Within Our Services**

We collect personal data (primarily e-mail addresses) from individuals and businesses to enable us to provide our Services.

This data is kept on our servers for as long as your account with us is active, and then for a further 6 months after which it is deleted in its entirety. We are aware that this is your customers' precious data and that the future of our business depends on our respecting your confidence and that of your customers.

## **The text of your messages**

This is the text provided to us to send as messages to the addresses given to us in your lists. We keep such texts for as long as your account with us is active, and then for a further 6 months. After that time, the texts are deleted from our system automatically.

## **Business information**

This is information given to us in the course of your business and ours. Such information is retained for business use only. We undertake to preserve the confidentiality of the information and of the terms of our relationship. It is not used for any other purpose. We expect you and any partner to reciprocate this policy.

## **Organiser Emails**

We allow Organisers to use our email system to contact Buyers for their current and past events, so you may receive emails from our system that originate with such Organisers.

## **Organisers**

When you purchase tickets to, register for or donate to an event or related fundraising page on the Services, you consent to our providing your Personal Data to the Organisers of such event and related fundraising page, if applicable. For fundraising pages we may provide your personal information both to the Organiser charity of the fundraising page and the Organiser of the event to which the fundraising page is linked. These Organisers are not bound to treat your Personal Data in accordance with this Privacy Policy. You agree that we are not responsible for the actions of these Organisers with respect

to your Personal Data. It is important that you review the applicable policies of the Organisers of an event (and the related fundraising page, if applicable) before providing Personal Data or other information in connection with that event or related fundraising page.

## **Facebook and Other Third Party Connections**

You can connect your Legend Exhibitions account to your accounts on third-party services like LinkedIn, in which case we may collect, use, disclose, transfer and store information relating to your account with such third-party services in accordance with this Privacy Policy. For example, if you connect with LinkedIn, we store your LinkedIn id, first name, surname, email, location, industry, contacts list and profile picture and use them to connect with your LinkedIn account to provide certain functionality on the Services, like recommending events that your Facebook friends are interested in and sharing the events you are interested in with certain groups of people like your Facebook friends.

## **Data Retention**

We will retain your information for as long as your account is active and for such a period thereafter as we are legally obliged.

If you wish to cancel your account or request that we no longer use your information to provide you Services contact us at [david@legendexhibitions.com](mailto:david@legendexhibitions.com). We will retain and use your information as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements. Please see our Terms of Use for further information on termination, suspension and cancellation of your account.

## **The Data Protection Act 1998 and Data Access**

For the purpose of the Data Protection Act 1998 ('The Act') the data controller is [events.legendexhibitions.com](http://events.legendexhibitions.com).

We will ensure that all personal information supplied is held securely in accordance with The Act and its relevant subordinate legislation and we will comply with the principles set out in that Act. When you supply any personal information to us we will meet our legal obligations towards you in the way that we deal with that information. In accordance with the data protection principles we have to collect the information fairly and to let you know how we will use it and whether we will pass the information on to anyone else. We will not supply your personal information to third parties without your express prior consent or where required by law. We will ensure that any information will be held only as long as is necessary to ensure that our Service runs smoothly. We use up to date industry procedures to keep personal data as safe and secure as possible and to protect against loss, unauthorized disclosure or access.

You may request that details of personal information which we hold about you under The Act. Your right of access can be executed in accordance with The Act. A small administration fee of £10 will be payable to meet our costs in providing you with details of information that we hold about you. If you would like a copy of the information held on you please email [david@legendexhibitions.com](mailto:david@legendexhibitions.com).